

AGILE IT LIMITED
General Conditions of Business

1. Definitions

- 'The Company' means Agile IT Limited.
- 'The Customer' means the person, firm or company placing the order with the company.
- 'Services' means acting as consultant and advisors.
- 'Proposal' means a written estimate supplied by the Company at the request of the Client for the costs of supplying the services.
- 'Price' means the price for the services excluding VAT, travelling, expenses and material used in the course of supply.

2. Conditions Applicable

(a) These conditions shall apply to all contracts for the supply of Services by the Company to the Client to the exclusion of all other terms and conditions including any terms or conditions which the Client may purport to apply under any purchase order confirmation of order or similar document.

(b) All orders for Services shall be deemed to be an offer by the Client to purchase the Services pursuant to these Conditions.

(c) Commencement of the supply of the Services shall be deemed to be conclusive evidence of the Client's acceptance of these Conditions.

(d) Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Company.

3. Orders

The company reserves the right (without prejudice to any other remedy) to cancel any uncompleted order, or to suspend delivery, in the event that any of the customer's commitments with the company shall not be met. If an order is cancelled by the company in the aforementioned circumstances, or is cancelled by the customer, then the customer shall indemnify the company against all loss, costs (including the cost of all labour and materials or goods, or overheads incurred), damages, charges and expenses arising out of the order and cancellation thereof. The company giving credit for the value of such materials or orders sold or utilised for other purposes.

4. Provision of Services

(a) The Company shall provide the Services at such place or places set out in the Proposal.

(b) Unless set out in the Proposal time shall not be of the essence of the provision of the Services.

The Company shall be entitled at its discretion to delegate the performance of the whole or any part of the services contracted with the Client to any agent or sub-contractor.

(d) The Client shall ensure that any instruction required by the Company to perform the Services will be given promptly and at such time or times to enable the Company to perform the Services effectively.

(e) The Client shall ensure that the Company shall have safe access to the place or places where the services are to be performed.

(f) Reports or extracts from and précis of reports in which the Company's name is cited may only be reproduced or published with the prior written consent of the Company.

5. Delivery

(a) All prices quoted are for goods ex-premises of the company unless specified in writing to the contrary, carriage from the company's premises will be charged in addition.

(b) The risk of loss and/ or damage (but not title) to goods supplied by the company shall pass to the customer when they are delivered to the customer or other person to whom the company has been authorised by the customer to deliver the goods, whether expressly or by implication, and the company shall not be liable for the safety of the goods thereafter (and accordingly the customer should insure the goods thereafter against such risks as may be commercially prudent).

(c) Any goods damaged in transit should be notified to the company within two working days of receipt and all packing and contents should be retained for inspection if necessary. If goods are not received within seven days of date of invoice the company should be notified immediately.

(d) Whilst the company will use its best endeavours to deliver the Goods in accordance with the Buyer's requirements the Company will not be liable for any consequences of late delivery howsoever caused.

6. Cancellations & Returns

(a) All goods and delivery notes must be checked upon delivery to ensure they are correct and undamaged. If under any circumstances the goods delivered are incorrect, faulty or damaged, Agile IT must be notified within 2 working days and goods must be returned complete, as new, and with all internal and external packaging in tact within 5 working days. Credit for goods returned or cancelled will only be issued in instances where prior approval is sought and obtained from the company in advance of such cancellation or return. Credit can only be issued once the goods are returned complete and in saleable condition. This includes all packaging and documentation, which must be undamaged and free from markings. The company also reserves the right to impose such handling charges, as it deems reasonable in such instances. No credit or refund or replacement will be entertained if these conditions are not met. There can be no exceptions to this.

(b) In the event that goods arrive in a damaged condition, claims for credit, refund or replacement will only be entertained if Agile IT is notified within 2 working days. No credit, refund or replacement will be issued outside this time limit and if damaged goods have been signed for and accepted as "in good condition", but external packaging is visibly damaged. There can be no exceptions whatsoever to this.

7. Prices

Whilst every endeavour has been made to ensure the accuracy of the prices quoted, no responsibility can be accepted for any errors or omissions. Prices are subject to alteration by the company without notice and the price ruling on the day of despatch will be charged unless a formal quotation given by the company has been accepted.

8. Extra Cost

(a) In the event of any suspension of work through the customers instructions, lack of instructions, or any default on the part of the customer whatsoever, the price(s) quoted shall be increased to cover any extra expenses thereby incurred by the company.

(b) The Company shall be entitled to be paid reasonable remuneration in respect of additional time and costs of materials if during the performance of the Services matters of an unforeseen nature arise which could not reasonably have been predicted.

(c) Additional Services provided at the request of the Client during the provision of the Services contained in the Proposal shall be deemed payable but shall be no more than reasonable remuneration for the Services provided and material supplied.

9. Payment

(a) Where a credit account has been approved, full payment must be received by the company within 30 days of the date of invoice or as otherwise specified and agreed to in writing by a director of the company.

(b) In the event that payment is overdue the Company shall be entitled to take one or more actions:

(i) Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 4% above the prevailing Bank of England base lending rate from time to time in force and shall accrue at such a rate after as well as before any judgement.

(ii) Terminate this Agreement and recover from the Client damages for any loss suffered by the Company as a result of such termination; Place any Accounts with overdue balances on credit hold. This means that no further goods will be shipped and all support/repair/warranty services withdrawn until the account is brought into order. Repeated failure to keep to our credit terms will result in the permanent loss of credit facility.

10. Title

(a) Notwithstanding the provisions of paragraph 3(b), the ownership of the goods shall remain vested in the company, (which reserves the right to dispose of them) until payment in full for all goods and materials under this contract and all previous contracts, between the customer and the company, has been received by the company in accordance with the relevant terms.

(b) In the event that payment is overdue in whole or in part, or upon the commencement of any act or proceeding in which the customer's solvency is involved, the company may, without prejudice to any of its other right, recover or resell the goods or any of them and may enter upon the customer's premises, by its servants or agents for that purpose. If the goods have been incorporated in, or used as material for other goods before payment in full has been made to the company, the ownership in the whole of such other goods shall be and remain with, the company, until such payment has been made, or the other goods have been sold as aforesaid and all the company's rights hereunder in the matter shall be extend to those other goods. The customer agrees to pay the Company all costs of repossession.

c) Where the Customer resells the goods, all money received from such resale and all rights arising against the sub-purchaser shall be held by the Customer, as bailee for the Company, until all sums due to the Company from the Customer have been duly paid.

11. Product Warranties

(a) In the case of defects, or faulty workmanship in products, or any parts thereof supplied by the company, the Customer shall not be entitled to receive any greater benefit hereunder than shall be received by the Company under any guarantee or warranty, given to the company by the manufacturers or suppliers thereof.

(b) Unless otherwise stated in writing, warranties offered in quotations are those of the Manufacturer of the products concerned and as such, form the basis of a contract between the Manufacturer and the end user of the product. In the event of the Manufacturer ceasing to trade, for whatever reason, the warranties offered shall not pass to the Company.

12. Export Control

(a) The Buyer acknowledges that the Products licensed or sold hereunder are subject to the export control laws and regulations of the UK. The Buyer confirms that with respect to the Products, it will not export or re-export them, directly or indirectly to:-

(i) Any countries subject to UK export restrictions or

(ii) any end user who has been prohibited from participating in UK export transactions. The Buyer further states that the Products will not be destined for or used in the design, development, production or use of missiles or missile projects.

13. Recruitment of Employees

The parties hereto accept that Agile IT Limited will suffer loss if a member of Agile IT Limited staff accepts an offer of permanent employment with the other party during the continuance of this contract and six months thereafter. If such a member of Agile IT Limited staff accepts such an offer of employment with the other party other than as a result of a relevant bona fide employment advertisement in the national or trade press, the new employing party agrees to pay Agile IT Limited a sum equal to the annual salary of the employee concerned. The provisions of this clause shall apply to subsidiaries, associates and parent companies of the other party.

14. Contingencies

The Company shall not be responsible for non-performance in whole, or in part of it's obligations, nor under any liability to the customer in respect thereof if such non-performance is due to acts of God, war, insurrection, Government regulations, embargoes, strikes, labour disputes, illness, flood, fire, tempest or any other cause, beyond the control of the Company.

15. Financial Condition

If, in the Company's judgement, the Customer's financial condition does not justify the terms of payment specified, the Company may cancel any unfulfilled orders unless the Customer shall, upon written notice, immediately pay for any outstanding portion of such orders.

16. Consequential Loss and Damage

Save for personal injury due to negligence of the Company or its employees and as herein expressly provided, the Company shall not be under liability, whether in contract, tort, or otherwise and whether or not resulting from the negligence of the Company or its employees, in respect of defects in goods delivered or for any damage or loss resulting from such defects. The Company shall not be under any liability for damage or loss of expense resulting from the failure to give advice or information, whether or not due to the negligence of the Company or its employees. In no event shall any breach of contract or tort (including negligence) or failure of any kind on the part of the Company or its employees give rise to any liability for loss of revenue or any consequential loss or damage arising from any cause whatsoever.

The Company shall have no liability to the extent permitted by law for damages howsoever caused including without limitation liability for any loss of profit, revenue, goodwill, anticipated savings, business interruption, loss of use, loss of data, management costs or third party liability, or any other direct, indirect, incidental or consequential loss of any kind.

17. Legal Construction

These conditions and the contract to which this document relates shall in all aspects be construed and operated in accordance with English Law.