

Terms and Conditions of Sale

1. DEFINITIONS

In these conditions of sale, the following terms shall have these definitions:

- a. S-Connect means S-Connect Limited.
- b. Customer means the person, firm or organisation placing an order with S-Connect.
- c. Order means acceptance of quotation, instruction to proceed or other written confirmation by the customer.
- d. Equipment means hardware, software or other services ordered by the customer from S-Connect.

2. DELIVERY

- a. If a delivery date is specified or otherwise given by S-Connect, the same shall be taken as an estimate made in good faith and shall not be a term of the contract.
- b. In no circumstances shall S-Connect be liable for any loss or damage sustained by the Customer in consequence of failure to deliver by such date.
- c. S-Connect's liability shall, in respect of the Equipment or any part thereof, cease on delivery to the Customer's premises, or specified delivery address, and all subsequent risk shall pass to the Customer.

3. PRICE

- a. Any quotation in writing given by S-Connect shall remain firm for a period of 14 days only unless otherwise expressly specified.
- b. Unless stated otherwise, prices do not include tax, insurance or freight and delivery costs.

4. PAYMENT

- a. Unless otherwise agreed in writing, payment is due to S-Connect in advance of delivery except where the Customer establishes and maintains a satisfactory credit arrangement with S-Connect within terms, usually that the Customer shall pay all invoices in full and not later than 45 days from date of invoice.
- b. S-Connect reserves the right to impose a monthly surcharge equating to 3% over HSBC Plc base rate for lending on accounts which exceed payment terms.

5. CANCELLATION

- a. In event that the Customer (i) cancels an order or portion thereof, or (ii) fails to meet any obligation hereunder (including failure to operate a satisfactory credit relationship) causing cancellation of the order or portion thereof, the Customer shall agree to pay S-Connect cancellation charges by way of liquidation damages as a percentage of the price of the cancelled equipment as detailed below.

Cancellation Notice received	Cancellation Charges payable
More than 31 days prior to scheduled delivery	Ten percent or £100, whichever is the greater.
Between 15 and 30 days prior to scheduled delivery	Fifteen percent or £100, whichever is the greater.
Less than 14 days prior to scheduled delivery	Twenty percent or £100, whichever is the greater.

- b. The customer may not cancel the Order or portion thereof after dispatch.

6. RETURNS

Other than situations described under warranty procedures below, goods will only be accepted for return in exceptional circumstances where all the following are true:

- a. If approved by S-Connect and covered by an official returns number
- b. If S-Connect is notified of the intention to return within 7 days of delivery.
- c. If goods are unused, in their original packing with all accessories present and correct.
- d. At our discretion we may accept other returns with a restocking charge of 20% of the value of the Equipment.

7. WARRANTY

- a. Unless otherwise agreed in writing the Equipment purchased herewith is warranted on a return to depot basis against defects in workmanship and materials, under normal and proper use and conditions, in unmodified condition for a period of 2 years from date of delivery.
- b. As a condition of this Warranty the Customer must:
 - (i) Ship the Equipment to S-Connect's depot in Laudenbach, Germany, transportation prepaid
 - (ii) Include with the returned Equipment an official returns number
 - (iii) Notify S-Connect within 14 days of the fault complained of arising.
- c. If S-Connect determines that the Equipment returned for warranty correction is not defective, the Customer shall pay S-Connect all costs of handling, diagnosis, and transportation.
- d. S-Connect's sole responsibility under the above warranty shall be at its option to either repair or replace the Equipment and/or components that fail during the Warranty period due to defects in workmanship and material.
- e. All replaced Equipment shall become S-Connect's property

8. PRODUCT SPECIFICATION CHANGES

- a. S-Connect reserves the right prior to approval from, or notice to, the Customer to make changes to the Equipment:
 - (i) Which do not affect the rights of the Customer
 - (ii) Which are required for the purpose of safety
 - (iii) Which continue to meet equipment specification

9. PROPERTY

- a. All Equipment delivered by S-Connect to the Customer shall remain the property of S-Connect (and legal ownership shall remain vested in it) until the Customer has met all outstanding debts and other contractual obligations in relation to the Equipment.
- b. Until such time as the Customer has paid in full all monies owing for Equipment supplied by S-Connect, the Customer shall keep in a fiduciary capacity for S-Connect and shall take all steps necessary to ensure that the same are kept in a safe place and are properly insured to their full value while in the Customers custody.
- c. Should the Customer fail to complete the payment within the time stipulated or be in default of payment for any reason then S-Connect shall be entitled to stop all further delivery of equipment whether such deliveries relate to the Contract under which the debt is still owed or not.
- d. S-Connect will in addition be entitled to terminate all outstanding orders and to repossess immediately all equipment which is its property, and the Customer expressly grants S-Connect the right of entry on its premises to exercise such right of repossession.



10. LOSS OR DAMAGE IN TRANSIT

No claim for loss or damage to the equipment delivered will be entertained by S-Connect unless:

- a. notification of the nature and extent of such a claim is received by S-Connect within fourteen days from the date of invoice.
- b. The liability of S-Connect shall in no circumstances exceed the invoiced value of the goods lost or damaged.

11. CUSTOMERS DEFAULT

If the Customer should default or commit any breach of any of his obligations to S-Connect, including:

- a. any execution being levied upon the Customer, his property, or assets.
- b. the Customer compounding with his creditors
- c. the Customer committing any act of bankruptcy, or such being made against him.
- d. any petition to wind up a company such that business is passed other than for reconstruction or amalgamation by a receiver.
- e. These orders shall be deemed to have been determined without prejudice to any claim or right S-Connect might otherwise make or exercise. S-Connect shall have the right upon notice of such determination to recover from that Customer's last known address and at the Customer's expense all Equipment which remains S-Connect's property pursuant to the above.

12. CONFIDENTIALITY

- a. The Customer and S-Connect undertake that they will keep confidential and not disclose to any third party without the others prior consent in writing any drawings designs or information (whether of a Commercial or Technical nature) required in connection with the Equipment.
- b. S-Connect and the Customer shall only divulge confidential information to those employees who are directly involved in the Contract and will ensure that those employees are bound by the requirements of this clause.

13. INDEMNITY

- a. S-Connect shall indemnify the Customer against any claims arising out of the death or physical injury of persons caused by the defects in any of the equipment shipped by S-Connect.
- b. S-Connect shall indemnify the Customer against any claims arising from direct damage to property caused by any defect in the Equipment or by negligence of S-Connect's employees in connection with the performance of their duties. S-Connect's total liability under this clause shall limited to the value of the Equipment for any one event or connection of events.
- c. In no event shall S-Connect be liable to the Customer for loss of use, profits, or contracts or any other indirect or consequential damages or losses however arising.

14. SOFTWARE

- a. With regard to any Software developed or provided by S-Connect or licensed under order shall remain the property of S-Connect or the licensor (as the case may be), but S-Connect shall grant to the Customer the free and unfettered rights to use and modify such software for his own use. S-Connect shall not be responsible for any defect in such software should the Customer modify the same.
- b. With regard to any Software supplied under the order over which S-Connect and/or third parties hold title or other rights, S-Connect shall permit or procure for the Customer (as the case may require) the right to use and apply that Software in the operation of the Equipment.
- c. With regard to any Software which is referred to above the Customer undertakes not to disclose or make available any part or parts thereof to any third party without the prior written consent of S-Connect.

- d. Software is supplied on the terms of the License Agreement which is to be read with these Conditions of Sale.

15. INSTALLATION AT CUSTOMER PREMISES

- a. If S-Connect shall conduct installation, adequate information will be provided in reasonable time to enable the Customer to provide adequate operational conditions. The Customer shall suitably prepare the premises prior to the delivery and installation. The Customer shall furnish all labour required under the direction of S-Connect for unpacking and placing Equipment at the premises. The Customer shall make the premises available to S-Connect for a period of up to thirty days before the date of delivery if required.

16. MISCELLANEOUS

- a. The waiver by S-Connect of any breach of any term of this agreement shall not prevent the subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach.
- b. The Customer is an independent party and shall not have the authority to act for and/or bind S-Connect or to represent that S-Connect is in any way responsible for acts of the Customer.
- c. Neither this Agreement nor any rights hereunder may be assigned by either party without the prior written consent of the other.
- d. English Law shall govern this Agreement.
- e. Neither party shall be responsible for any failure to perform or delay in performance of the Contract due to Act of God, embargo or government act, war or strikes.
- f. S-Connect shall not be liable for any breach of Conditions arising because of war, riot, explosion, fire, flood, strike, pandemic or shortage of materials or labour.

17. LEGALITY

- a. If any of these Conditions or part thereof are held to be illegal, then such Condition or part thereof shall be saveable and in no way invalidate the remainder.