

## TERMS AND CONDITIONS OF SALE

In these conditions the following words shall have the following meanings:-

1. "the Company" means Pure Data Solutions Limited, Servatech Limited or any other Group Company;
2. "the Customer" means the purchasing entity;
3. "the Group" means pure technology group Limited or any other subsidiary Company;
4. "the Conditions" means these Terms and Conditions;
5. "the Products" means any and all of the goods supplied by the Company to the Customer;
6. "Services" means any and all of the Services supplied by the Company to the Customer including where applicable the Consultancy Service, Ad-Hoc Service, Installation Service, Software Support Service, Cloud Service, Data Backup Service and/or the Hardware Support Service;
7. "the Software Support" means the Software Support services offered by the Company;
8. "the Hardware Support" includes both the supply and maintenance of hardware by the Service Company.

### 1. Conditions Applicable

- 1.1 The Conditions shall apply to all commercial dealings between the Company and the Customer. All quotations given, orders accepted and contracts made by the Company shall be subject to these Conditions to the exclusion of all other terms and conditions including any terms or conditions which the Customer may purport to apply under any purchase order, confirmation of order or similar document.
- 1.2 All orders for Products and Services shall be deemed to be an offer by the Customer to purchase those Products or Services pursuant to the Conditions.
- 1.3 Continuing instructions from the Customer to the Company confirmation of any specifications for the Services and/or acceptance of delivery transmission or performance of the Services shall be deemed conclusive evidence of the Customer's acceptance of the Conditions.
- 1.4 Any variation to the Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in advance in writing by a Director of the Company.
- 1.5 The Cloud Service, Data Back Up Service, Software Support Service and the Hardware Support Service each have additional terms applicable to them, the current version of which shall be supplied to the Customer at the commencement of each applicable Service Contract as the case may be and which terms are subject to and incorporated in the Conditions in their entirety.

### 2. Orders and approval

- 2.1 An "Order" is any request or instruction by the Customer for the Company to provide products or to undertake any Services.
- 2.2 The Customer is wholly responsible for providing the specifications for the Order in sufficient detail to enable the Company to successfully provide Products or to undertake the Service and for highlighting any specific purpose or any critical deadlines to be met. The Company shall not be liable for any loss whatsoever resulting from inaccurate defective or inadequate instructions from the Customer.
- 2.3 Some Orders for Services may be recorded in writing in the form of a Contract, subject to separate but inclusive terms and conditions, and shall be signed by the Customer as confirmation that the Order is correct. Any subsequent amendments are to be recorded in writing.
- 2.4 In all respects the Customer shall determine the suitability of the Products or Services for the Customer's intended purpose and shall be deemed to be satisfied that they meet the Customer's particular requirements.

- 2.5 If the Customer or anyone acting on behalf of the Customer alters or amends the Order (as specified in clause 2.3) in any way then the Company may adjust its quoted fees or charge rate accordingly.
- 2.6 The Customer undertakes to notify the Company without delay of any circumstances which may materially affect provision of the Services such as changes to the Order or delay. Any costs or expenses arising from such circumstances shall be payable by the Customer.

### 3. Price and payment

- 3.1 Unless otherwise agreed, the Company's fees shall be the sum quoted in writing by the Company following receipt of an Order (as specified in clause 2.3) plus any of the following as applicable:-
  - 3.1.1 any additional fees or sums payable resulting from variations to the Order requested by the Customer after the quotation was given;
  - 3.1.2 any additional fees or sums incurred as a result of delay caused by the Customer for whatever reason;
  - 3.1.3 any fluctuations caused by but not restricted to increases in costs incurred by the Company as a consequence of any increase in the cost of raw materials, manufacture, packaging, transport or other direct or indirect costs;
  - 3.1.4 any travel and/or accommodation expenses incurred as part of the Services;any such fees or sums shall be added to the fees quoted (together referred to as "the Price") and the adjusted amount shall be invoiced to the Customer.
- 3.2 The Price is exclusive of value added tax which shall be due at the rate ruling on the date of the Company's invoice and shall be added to the Price together with any other statutory tax.
- 3.3 Payment of the Price and value added tax shall be due within 30 days of the date of the Company's invoice and shall be made by the Customer without any deduction whatsoever. Time for payment shall be of the essence.
- 3.4 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 Royal Bank of Scotland Plc's base rate from time to time in force and shall accrue at such a rate after as well as before any judgment.
- 3.5 If the Customer fails to pay the Price in accordance with the Conditions then the Company may in its' absolute discretion suspend provision of the Services until such time as the Customer brings all of its payments up to date. For the avoidance of doubt the Company may suspend any of the Services being provided to the Customer for non-payment by the Customer for other Products or Services notwithstanding that the Customer may have paid in advance for the suspended Service.

### 4. Delivery

Any Products or Services required to be delivered shall be dealt with in accordance with this Clause 4:

- 4.1 The Products or Services shall be collected by the Customer or delivered to the Customer at the Customer's address. The risk in those Products or/and Services shall pass to the Customer upon leaving the Company's premises.

- 4.2 The Company will at the Customer's request arrange for carriage of such Products or/and Services to the Customer's address, the costs of such carriage and any insurance which the Customer reasonably directs the Company to incur shall be reimbursed by the Customer without any set off or other withholding whatever and shall be due on the date for payment of the Price. The carrier shall be deemed to be the Customer's agent.
- 4.3 The Company may deliver specified Services by separate instalments.
- 4.4 Failure of the Company to deliver or the failure of the Customer to pay for any one or more of the said instalments of the Services on the due dates shall not entitle either party to treat this contract as repudiated.
- 4.5 The Company shall not be liable for any loss or damage whatsoever due to failure by the Company to deliver such Products or/and Services promptly or at all.
- 4.6 Notwithstanding that the Company may have delayed or failed to deliver such Products or Services (or any of them) promptly, the Customer shall be bound to accept delivery and to pay for those Products or/and Services in full.

#### 5. Property in Products pending payment

- 5.1 In spite of delivery having been made, property in the Products shall not pass from the Company until:-
- 5.1.1 the Customer has paid the Price plus value added tax in full; and
- 5.1.2 no other sums whatever shall be due from the Customer to the Company.
- 5.2 Until property in the Products passes to the Customer in accordance with clause 5.1, the Customer shall hold the Products and each of them on a fiduciary bases as bailee for the Company. The Customer shall store the Products (at no cost to the Company) separately from all other goods in its possession and marked in such a way that they are clearly identified as the Company's property.
- 5.3 Notwithstanding that the Products (or any of them) remain the property of the Company the Customer may sell or use the Products in the ordinary course of the Customer's business at full market value for the account of the Company. Any such sale or dealing shall be a sale or use of the Company's property by the Customer on the Customer's own behalf and the Customer shall deal as principal when making such sales or dealings. Until property in the Products passes from the Company the entire proceeds of sale or otherwise of the Services shall be held in trust for the Company and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as the Company's money.
- 5.4 The Company shall be entitled to recover the Price (plus value added tax) notwithstanding that property in any of the Products has not passed from the Company.
- 5.5 Until such time as property in the Products passes from the Company, the Customer shall upon request deliver up such of the Products as have not ceased to be in existence or re-sold to the Company. If the Customer fails to do so the Company may enter upon any premises owned, occupied or controlled by the Customer where the Products are situated and repossess the Products. On the making of such request, the rights of the Customer under clause 5.3 shall cease.
- 5.6 The Customer shall not pledge or in any way charge by way of security for any indebtedness any of the Products which are the property of the Company. Without prejudice to the other rights of the Company, if the Customer does so all sums whatever owing by the Customer to the Company shall forthwith become due and payable.

- 5.7 The Customer shall insure and keep insured the Products to the full price against "all risks" to the reasonable satisfaction of the Company until the date that property in the Products passes from the Company and shall whenever requested by the Company produce a copy of the policy of insurance. Without prejudice to the other rights of the Company, if the Customer fails to do so all sums whatever owing by the Customer to the Company shall forthwith become due and payable.

#### 6. Interpretation and liability

- 6.1 The Products or/and Services shall be supplied in accordance with the description and specification agreed between the Company and the Customer the final details of which shall have been confirmed in writing by the Customer.
- 6.2 The Company may from time to time make changes in the specification of the Products or/and Services which are required to comply with any applicable safety or statutory requirements or which do not materially affect the quality or fitness for purpose of the Services.
- 6.3 The Customer shall inspect the Products on delivery or receipt and shall within 3 days of delivery or receipt notify the Company of any alleged defect shortage in quantity, damage or failure to comply with description. The Customer shall afford the Company an opportunity to inspect the Products within a reasonable time following delivery or receipt and before any use is made of them. If the Customer shall fail to comply with these provisions the Products shall be conclusively presumed to be in accordance with the contract and free from any defect or damage which would be apparent on a reasonable examination of the Products and the Customer shall be deemed to have accepted the Products.
- 6.4 The Customer shall notify the Company of any non-delivery within 14 days of the date of despatch (as stated on the invoice). Notwithstanding the receipt by the Company of any such notice a clear signature on a carrier's delivery advice sheet shall be deemed to signify the receipt of the quantity indicated on the advice sheet.
- 6.5 If any of the Products or/and Services are not in accordance with the contract for any reason, the Customer's sole remedy shall be limited to the Company making good any shortage by replacing such Products or/and Services or if the Company shall elect by refunding a proportionate part of the Price.
- 6.6 The Company shall be under no liability whatever to the Customer for any indirect or consequential loss and/or expense (including but not restricted to loss of profit, business revenue, goodwill or anticipated savings or loss of or damage to data equipment or property whether or not in the Company's care custody or control) howsoever arising suffered by the Customer arising out of a breach by the Company of this contract.
- 6.7 In the event of any breach of any contract by the Company the remedies of the Customer shall be limited to damages. Under no circumstances shall the liability of the Company exceed the Price of the Products or/and Services.
- 6.8 All warranties and conditions whether implied by statute or otherwise are excluded from this contract provided that nothing in this contract shall restrict or exclude liability for death or personal injury caused by the negligence of the Company or affect the statutory rights of the Customer dealing as consumer.
- 6.9 The Company shall not be liable for any loss, damage, cost detriment or expense whatsoever however arising if manufacture provision or delivery of the Products or/and Services is delayed or hindered by act of God, governmental intervention or restriction, hostilities, civil commotion, fire, flood, accident, machinery breakdowns, strike, lock out, non-delivery of goods by the Company's suppliers or any other cause or circumstance whatsoever beyond the reasonable control of

the Company and on the occurrence of any of the above events the Company reserves the right to cancel this agreement or suspend delivery or provision of the Products or/and Services to the Customer.

## 7. Intellectual Property

- 7.1 "Intellectual Property" means all industrial and intellectual property rights including without limitation patents, trademarks and/or service marks (whether registered or un-registered), registered designs, unregistered designs and copyrights and any applications for any of the foregoing in any part of the world and the copyright in all drawings plus specifications designs and computer software and all know how (that is all information (including that comprised in or derived from data disks, tapes, manuals, source codes, flow charts, catalogues and instructions) relating to services provided and/or products manufactured by the parties) and confidential information owned and used by the parties.
- 7.2 Subject to clause 7.4 the components contained in and the specifications and designs of the Products or/and Services including the Intellectual Property in them shall as between the parties be the property of the Company.
- 7.3 Where any designs or specifications have been supplied by the Customer for manufacture by, or to the order of the Company, then the Customer warrants that the use of those designs or specifications for the manufacture processing assembly or supply of the Products or/and Services shall not infringe the rights of any third party.
- 7.4 Where any specifications and designs of the Products or/and Services or any of the Products or/and Services have been provided by the Customer the Intellectual Property in them shall remain the property of the Customer. Notwithstanding the foregoing the Intellectual Property in any components created by or incorporated within the Products or/and Services shall at all times be the property of the Company.
- 7.5 No right or licence is granted under this contract to the Customer under any Intellectual Property right except the right to use or re-sell the Products or/and Services.
- 7.6 All Products sold in retail packaging may be resold by the Customer only in the packaging supplied by the Company and in no case may any trademark other than those applied by the Company be marked on or applied in relation to those Products.
- 7.7 The Customer undertakes to respect and keep confidential all confidential information whether relating to Intellectual Property rights or otherwise supplied to it during as well as after any contract with the Company.

## 8. Assignment

The Customer may not without the Company's written consent assign all or any part of its rights and obligations under this contract but the Company may licence or subcontract all or any part of its rights and obligations under this contract without the Customer's consent.

## 9. Insolvency

If the Customer fails to make payment for the Products or/and Services in accordance with this contract or commits any other breach of this contract or if any distress or execution shall be levied upon any of the Customer's goods or if the Customer offers to make any arrangement with its creditors or if any petition in bankruptcy is presented against the Customer or the Customer is unable to pay its debts as they fall due or if being a limited company a resolution or petition to wind up the Customer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if a receiver, administrative receiver or manager shall be appointed over the whole or any part of the Customer's business or assets or if any petition for the appointment of an administrator is presented against the Customer or if the Customer shall suffer any analogous proceedings under foreign law all sums outstanding in respect of

the Products or/and Services shall become payable immediately. The Company may in its absolute discretion and without prejudice to any other rights which it may have:

- 9.1 suspend all future provision or deliveries of Services to the Customer and/or terminate the contract without liability upon its part; and/or
- 9.2 exercise any of its rights pursuant to clause 5.

## 10. Cancellation

The Company may cancel this contract at any time before the Products or/and Services are delivered or provided by giving written notice. On giving such notice the Company shall promptly repay to the Customer any sums paid in respect of the Price. The Company shall not be liable for any loss or damage whatever arising from such cancellation.

## 11. Termination

In the event that this agreement shall be terminated for any reason then in addition to any other rights and remedies available to it the Company shall be entitled to charge for all work undertaken to that date and any costs and expenses incurred and all such sums shall be payable immediately.

## 12. Third party rights

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this agreement is not intended to and does not give any person who is not a party to it any right to enforce any of its provisions.

## 13. General

- 13.1 If any term or provision of this agreement shall be found to be unenforceable for any reason whatsoever then this agreement shall be construed as if such term or provision was specifically excluded from it.
- 13.2 The waiver by the Company of any breach of any of the terms of this agreement shall not prevent the subsequent enforcement of that term and shall not be deemed to be a waiver of a subsequent breach.
- 13.3 This agreement shall be governed by and construed in accordance with English law and the Company and the Customer shall submit in all matters or disputes arising out of this agreement to the exclusive jurisdiction of the courts of Law of England.
- 13.4 Unless the context otherwise requires the singular includes the plural and vice versa, references to persons include references to firms, companies or corporations and vice versa and references in the masculine gender include references to the feminine or neuter genders and vice versa.
- 13.5 The clause headings do not form part of this agreement and shall not be taken into account in its construction or interpretation.
- 13.6 Where the Customer is two or more persons then the liability of those persons shall be joint and several.