



Terms & Conditions

Introduction

- 1 (i) This contract constitutes the entire agreement between the parties with regard to the supply to the customer of products and services.

(ii) Each party confirms that it has not relied upon any representation not recorded in this document inducing it to enter into the Contract.

(iii) No variation of these terms or conditions will be valid unless confirmed in writing by authorised signatories on or after the date of the Contract.

Price & Payment

- 2 (i) Value Added Tax will be charged at the rate appropriate at the date of the invoice.

(ii) Payment of the price or any part payment thereof and any other charges due under the Contract must be made within 30 days from date of invoice (unless otherwise specified in the invoice)

(iii) The contents of the invoice including inter alia the price shall, in the absence of a manifest error, be deemed to have been accepted by the Customer unless the Customer has notified Impress Solutions in writing within 14 days from the date of the invoice that such contents are disputed. Unless otherwise agreed payment shall be made in pounds sterling, without set-off, deduction or withholding.

(iv) All payments not received when payable shall be considered overdue and Impress Solutions reserve the right to charge interest on a daily basis at four per cent above HSBC Bank Plc base rate.

(v) Without prejudice to any of Impress Solutions' other rights if the Customer fails to effect any payment due to Impress Solutions under the contract in accordance with Clause 2.2 Impress Solutions shall have the right to terminate or suspend the contract in whole or in part. If Impress Solutions elects to exercise its right of suspension under this sub-clause it shall do so by 5 days notice in writing to the customer and shall be entitled to recover from the customer all costs which it reasonably incurs as a consequence of such suspension.

Title

- 3 (i) Title to the products is vested in Impress Solutions, only when the price, all taxes and other charges due under the Contract have been paid in full will title to any goods supplied under the contract pass to the customer.

(ii) No title or ownership of any software supplied under the contract and licensed to the customer under any licence agreement is transferred to the customer.

(iii) Until such times as title in the product passes to the customer, the customer shall hold the product as Impress Solutions' fiduciary agent and bailee and shall keep the products separate from those of the customer and third parties and properly stored, protected and insured and identified as Impress



Solutions' property. Until that time the customer shall be entitled to resell or use the products in the ordinary course of its business but shall account to Impress Solutions for the proceeds of sale or

otherwise of the products whether tangible or intangible including insurance proceeds, and shall keep all such proceeds separate from any monies or property of the customer and third parties and in the case of tangible proceeds properly stored protected and insured.

(iv) Until such time as title in the products passes to the customer (and provided the products are still in existence and have not been resold) Impress Solutions shall be entitled to at any time require the customer to deliver up the products to Impress Solutions and if the customer fails to do so forthwith to enter upon any premises of the customer or third party where the products are stored and repossess the products.

(v) The customer shall not be entitled to pledge or in any way of security or any Indebtedness any of the products that remain the property of Impress Solutions but if the customer does so all monies owing by the customer to Impress Solutions shall (without prejudice to any other right or remedy of Impress Solutions) forthwith become due and payable.

Delivery

4 (i) Delivery will be effected at the delivery address.

(ii) If appropriate the Customer will make the delivery address available for inspection by appropriate Impress Solutions staff at an agreed time during a period of 30 days before the delivery date if so required by Impress Solutions.

(iii) If appropriate the Customer will furnish the necessary labour (if Impress Solutions require under Impress Solutions' direction) for taking any hardware supplied under the contract into its designated operating point, unpacking it and placing it in the desired location.

(iv) The delivery date is approximate only and of no contractual effect. While Impress Solutions will use all reasonable endeavours to meet the delivery date it will not be liable for any loss or damage (including loss of use, loss of contract or loss of profits) incurred by the Customer as a result of any failure to deliver on such particular date.

(v) Each delivery of products under the contract will be deemed to constitute a separate enforceable contract to which these terms and conditions will apply.

(vi) If the customer refuses or fails to take delivery of the products tendered in accordance with the contract, delivery will nevertheless be deemed to have taken place for the purpose of Impress Solutions' rights to payment and Impress Solutions will be entitled to store the products at the customer's risk and expense, including all transportation charges.

(vii) The customer shall inspect the products on delivery and shall within 48 hours of delivery notify Impress Solutions of any alleged shortage in quantity, damage or failure to comply with description or sample. If the customer fails to notify Impress Solutions within such time the products shall be conclusively presumed to be in accordance with the contract.

(viii) If the products are not in accordance with the contract the sole remedy of the customer shall be limited to Impress Solutions making good any shortage by replacing such products or if Impress Solutions shall elect, by refunding a proportionate part of the price.

(ix) Impress Solutions reserves the right to make improvements, substitutions or modifications to any part of the products at any time prior to delivery, provided that such improvements, substitutions or modifications will not materially affect the performance of such products.

(x) Impress Solutions further reserves the right to change the delivery date and increase the price of the products at any time prior to delivery, to reflect any increase in the cost to Impress Solutions which is due to any factor beyond Impress Solutions' control.

Cancellation

- 5 (i) No order that has been accepted by Impress Solutions may be cancelled by the customer except with the prior written consent of Impress Solutions and the customer shall indemnify Impress Solutions in full against all loss (including loss of profit) costs (including cost of all labour and materials used) damages, charges and expenses incurred by Impress Solutions as a result of such cancellation.

Liability

- 6 (i) Where installation or training is not included in the price and not ordered by the customer the customer will be solely responsible for this, and Impress Solutions disclaims all liability in this connection.

(ii) Where the hardware included data communications equipment and data transmission speeds are given in relation to any item of hardware, these are at all times subject to any conditions of the applicable telecommunications utility company relating to the use of the relevant modem or similar equivalent device at the speeds indicated and to the capability of any of that company's equipment to which the hardware is linked.

(iii) Where the hardware installed is for the use in conjunction with other products not supplied by Impress Solutions, the customer will be solely responsible for ensuring that the products are compatible with such other products, and Impress Solutions disclaim all liability in this connection.

(iv) Impress Solutions warrants that it has good title to or the legal right to supply all hardware supplied to the customer. Hardware is warranted in accordance with any manufacturer warranty supplied and in the event that no warranty is supplied then the hardware is warranted against defects in workmanship and materials for a period of 90 days from the date of delivery. The sole obligation of Impress Solutions under such warranty will be limited to the use of all reasonable efforts to repair or replace, at its option, and component which proves defective during the warranty period provided that (i) Impress Solutions has been notified within such warranty period of such defect (ii) Impress Solutions has issued an appropriate authorisation, and (iii) such defective component has been returned to Impress Solutions undamaged, complete and identified in accordance with Impress Solutions' instructions, within 14 days of receipt of such authorisation,. For the avoidance of doubt Impress Solutions will only issue an appropriate authorisation in the event that every opportunity has been

given to investigate and resolve such defect having reasonably used all its technical resources. All replaced hardware or parts will become Impress Solutions property. The warranty service will be performed at Impress Solutions repair facility.

(v) Where, as part of a valid claim under Clause 6.4 any product is to be returned to Impress Solutions, the expense, responsibility and risk of delivering the product to Impress Solutions shall be borne by the customer, Impress Solutions shall assume the expense and responsibility of redelivering the product to the customer. In any case where Impress Solutions reasonably determines that the hardware is not defective within the terms of the warranty the customer will pay Impress Solutions all costs of handling, transportation and repairs at Impress Solutions then prevailing rates.

(vi) The stated warranties apply only to the customer and not the initial end user of the hardware and are contingent upon proper treatment and use of the products with no unauthorised modifications and maintenance, at a safe and suitable premises.

Copyright

7 (i) The supply of hardware to the customer does not convey any ownership or licence to exploit any of the proprietary rights of Impress Solutions in the hardware. Any such proprietary rights granted to the customer by Impress Solutions will be granted only subject to separate restrictive non transferable non exclusive licence agreement. All operating instructions manual and other documentation referencing the hardware and supplied by Impress Solutions are subject to copyright and shall not be copied or disclosed to any third party without the prior express written consent of Impress Solutions.

(ii) Copyright subsists in any software whether it is Impress Solutions' proprietary software or software supplied by Impress Solutions under licence. All software is supplied to the customer only under the terms and conditions of the applicable licence agreement (whether this has been signed and returned to Impress Solutions or not). No part of the software may be copied, reproduced or utilised in any form by any means without the prior written approval of Impress Solutions.

(iii) It is the sole responsibility of the customer to comply with all of the terms and conditions of any licence agreement and the customer is hereby notified that any failure to comply with such terms and conditions may result in the revocation of such licence agreement.

(iv) Software is warranted in accordance with the terms of any licence agreement governing its supply.

Indemnity

8 (i) Impress Solutions will indemnify the customer for direct physical injury or death caused solely either by defects in the products or by the negligence of its employees acting within the course of their employment and the scope of their authority.

(ii) Impress Solutions will indemnify the customer for direct damage to property caused solely either by defects in the products or by the negligence of its employees acting within the course of their employment and the scope of their authority. The total liability of Impress Solutions under this sub-clause will be limited to £250,000 for any one event or series of connected events.

(iii) Except as expressly stated in this clause and elsewhere in these terms and conditions any liability of Impress Solutions for breach of the contract will not exceed in the aggregate of damages, costs, fees and expenses capable of being awarded to the customer, the price.

(iv) Except as expressly stated in these terms and conditions Impress Solutions disclaims all liability to the customer in connection with Impress Solutions' performance of this contract or the customer's use of the products and in no event will Impress Solutions be liable to the customer for special, indirect or consequential damages including but not limited to loss of profits or arising from loss of data or unfitness for user purposes.

(v) Notwithstanding any other provision hereunder some or all of the products may be delivered subject to Impress Solutions or its suppliers obtaining the required export licence or other authorisation from the United Kingdom Government or the United States Department of Commerce or other agency or department of the United States Government. Regardless of any disclosure made by the customer to Impress Solutions of any ultimate destination of any products, the customer hereby agrees not to re-export, transmit, transfer or engage in or permit oral exchanges or visual inspections of whether, directly or indirectly, any of the products to any other party without first obtaining the required export licence or other authorisation from the United States Department of Commerce or other agency or department of the United States Government or from the United Kingdom Government.

Confidentiality

9. (i) Each party shall treat as confidential all information obtained from the other pursuant to the contract and shall not divulge such information to any person (except to such party's own employees and then only to those employees who need to know the same) without the other party's prior written consent provided that this Clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Each party shall ensure that its employees are aware of and comply with the provisions of this clause. If Impress Solutions shall appoint any subcontractor then it may disclose confidential information to such subcontractor subject to such subcontractor giving Impress Solutions and undertaking in similar terms to the provisions of this clause. The foregoing obligations as to confidentiality shall survive any termination of the contract.

General

10. (i) Impress Solutions shall not be liable for failure to perform its obligations in the event such performance is prevented or hindered by reasons of force majeure. Force majeure shall be deemed to mean all clauses beyond the reasonable control of Impress Solutions (including without prejudice to the generality of the foregoing any delays arising from the act, omission or default of any of Impress Solutions' Suppliers or subcontractors) fires or industrial disputes.
- (ii) When computer equipment is connected to a public network, ie a switchboard or telephone network, certain regulations of the telecommunications provider apply. It is the sole responsibility of the customer to ensure compliance with all such regulations.
- (iii) The products are designed for standard commercial use and are not intended to be installed or used in hazardous or life threatening environments for potentially life-endangering applications, including but not limited to environments or applications involving safety critical systems in the nuclear industry



or the control of aircraft in the air. The customer undertakes not to use or supply the products for any of these purposes and agrees to indemnify and hold Impress Solutions harmless from and against all liabilities and related costs arising out of the use of any of the products for any of these purposes.

(iv) The customer shall not assign its rights or obligations under the contract except with the prior written consent of Impress Solutions.

(v) Failure by either party at any time to enforce any of the provisions of the contract shall not be construed as a waiver by that party of any such provision nor in any way affect the validity of the contract.

(vi) In the event that any or any part of the contract shall be determined invalid, unlawful or unenforceable to any extent, such term, condition or provision shall be severable from the remaining terms conditions and provisions, which shall continue to be valid and enforceable to the fullest extent permitted by law.

(vii) The contract shall be subject to and interpreted in accordance with English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts in all matters arising out of this contract.

(viii) Any notice to be served by either party pursuant to the contract is to be sent by registered mail or fax to the other parties address as specified in the invoice.