

TERMS AND CONDITIONS

1. INTERPRETATION

1.1 in these Conditions:

"Business Day" means a day other than a Saturday, Sunday or public holiday in England

"Company" means Bowker IT Limited (company registration number 05362149)

"Conditions" means these standard terms and conditions of sale and (unless the context otherwise required) includes any special terms and conditions agreed in writing between the Customer and the Company.

"Contract" means the Contract between the Customer and the Company for the sale and purchase of Goods/ Services

"Customer" means a business or a consumer (as the case may be) whose order for the Goods/ Services is accepted by the Company; and

"Goods" means the products (including any instalment of the Goods) which the Company is to supply in accordance with these Conditions.

"Services" means the services (including any instalment of the Services) which the Company is to supply in accordance with these Conditions.

2. COMPLETE AGREEMENT

2.1 These Conditions shall govern the Contract to exclusion of any other terms and conditions between the Company and the Customer and no variation to the Contract or these Conditions (including the incorporation of the Customer's standard terms and conditions of business) shall be binding upon the Company unless agreed in writing by the Company and signed by a director of the Company.

2.2 The Company's employees agents or representatives are not authorised to make any representations concerning the Goods unless such representations are confirmed in writing by a director of the Company.

2.3 Any typing clerical or other error or omission in any catalogue, sales literature, price list, despatch note, invoice or other documentation or any Information issued by the Company (in whatever form and on whatever media) shall be subject to correction without any liability on the part of the Company.

3. CONTRACT

3.1 No order submitted by the Customer shall be deemed to be accepted by the Company (and therefore no Contract shall be deemed to be formed) until in the case of Goods the Goods have been despatched by the Company and a despatch note issued to the Customer and in the case of Services the Company has begun to perform the Services for the Customer. Where an order is for Goods and Services, then for the purposes of formation of the Contract, the order for Goods and the order for Services shall be treated separately.

3.2 The Customer shall be responsible for ensuring the accuracy of any order submitted by the Customer and for giving the Company any necessary information relating to the Contract and delivery/ performance (as the case may be) within a sufficient time to enable the Company in the case of Goods to deliver the Goods on time to the premises notified to the Company by the Customer and in the case of Services to perform them on time at the place of performance notified to the Company by the Customer.

3.3 The Customer shall provide written confirmation of any telephone orders and written confirmations of any telephone orders shall clearly indicate that they are only confirming earlier telephone orders and shall contain details of the Customer's account number and purchase order number.

4. PRICE

4.1 The price of Goods/ Services shall either be the price payable for the Goods/ Services at the time of acceptance of the Customer's order in accordance with the provisions of Clause 3.1 or in cases where the Customer has paid for the Goods/ Services by credit card or cheque and payment has cleared the price payable for the Goods/ Services by the Customer at the time when payment cleared subject to the Company reserving the right by giving notice in writing to the Customer at any time before delivery of the Goods or completed performance of the Services to increase the price of the Goods/ Services (as the case may be) to reflect any increase in the cost of the Goods/ Services to the Company which is due to any matters beyond the Company's reasonable control including (without limitation) any increase in Value Added Tax (VAT), transport costs, carriage, postage and packaging and any other applicable duties and taxes.

4.2 All prices stated in any Company catalogue, sales literature, price lists or other documentation (issued by the Company from time to time in whatever form and on whatever media) may be altered by the Company at any time without giving notice to the Customer.

4.3 The price for any Goods and Services quoted in any catalogues, sales literature or price lists is exclusive of any applicable VAT and carriage, postage and packaging and any other duties, taxes and applicable charges in relation to the Goods which the Customer shall additionally be liable to pay the Company.

4.4 The Customer shall be liable for any reasonable costs incurred by the Company in the event of variation or suspension of any order by the Customer.

5. TERMS OF PAYMENT

5.1 Subject to any other provisions in these Conditions all invoices shall be paid by the Customer within thirty days of the date of the Company's invoice.

5.2 The time of payment of any invoice shall be of the essence of the Contract and receipts for payment shall be issued to the Customer only upon request.

5.3 If the Customer fails to make any payment on the due date then (without prejudice to any other rights or remedies the Company may have) the Company shall be entitled to:

5.3.1 Cancel the Contract or suspend any further deliveries of Goods/ suspend any further performance of Services to the Customer; and

5.3.2 Charge interest on a day to day basis on all overdue sums owing to it under these Conditions at the rate of 4 percent over the base rate of the National Westminster Bank plc from time to time and interest shall be calculated from the date the sums in question were payable to the date on which payment is made in full whether before or after judgement.

5.4 Non-account customers are required to pay the Company for all orders for Goods/ Services in full by debit card, credit card or cheque and the Goods in question shall only be despatched to the Customer and the Company shall only be obliged to begin to perform the Services in question (in the case of payment by cheque or credit card) when the Company is satisfied that the payments in question have cleared.

6. CREDIT

6.1 The Company may at its discretion offer the Customer credit and in cases where credit is offered to the Customer payment shall be made by the Customer in accordance with the provisions of Clause 5.1.

6.2 Credit shall be offered to the Customer subject to the Company being satisfied as to the Customer's creditworthiness and the Customer acknowledges that the Company may carry out status enquiry checks on the Customer and the Company may at any time at its option withhold despatching of the Goods to the Customer or performance of Services for the Customer until such time as the creditworthiness of the Customer has been approved or the Customer has made payment in full for the Goods/ Services in question and failure to provide sufficient security or to make payment in full for the Goods/ Services shall entitle the Company at its discretion to suspend despatching any Goods/ suspend performance of the Services or cancel the Contract without the Company incurring any liability to the Customer therefor.

7. DELIVERY/ PERFORMANCE

7.1 The Company or its agent shall deliver the Goods to any premises/ perform the Services at the place of performance notified to the Company by the Customer. (whether in the United Kingdom or in any other country) notified to the Company by the Customer and for the avoidance of doubt the Customer shall be liable for any costs incurred by the Company in relation to carriage postage and packing and any other applicable duties taxes and charges.

7.2 The Company shall use its reasonable endeavours to deliver the Goods to/ perform the Services at the premises stated by the Customer by any delivery/ performance date estimated by the Company and for the avoidance of doubt the Customer acknowledges that the delivery/ performance date is not guaranteed or of the essence of the Contract and that the Company shall in no circumstances be liable to the Customer for any losses, damages or charges incurred by the Customer due to the late delivery of the Goods/ late performance of the Services.

7.3 Goods delivered to the Customer shall be deemed accepted by the Customer and the Customer shall inspect the Goods immediately upon delivery and in all cases shall inform the Company in writing within 24 hours of delivery of any damage, shortages, defects or non delivery of the Goods.

7.4 Services performed for the Customer shall be deemed accepted by the Customer and the Customer shall inform the Company within 24 hours of performance of any defect in performance of the Services.

7.4 Where the Goods/ Services are being purchased and delivered/ performed in instalments each delivery/ performance shall constitute a separate contract and failure by the Company to deliver/ perform one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as repudiated.

7.5 If the Customer fails to take delivery of the Goods (or fails to follow the Company's adequate delivery instructions at the time stated for delivery otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of the Company's fault) then without prejudice to any other rights or remedies available to it the Company may:

7.5.1 Store the Goods until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or

7.5.2 Sell the Goods at the best price readily obtainable (after deducting all reasonable storage and selling expenses) and charge the Customer any shortfall below the price obtained under the Contract.

8. RISK

8.1 Risk of damage to or loss of the Goods shall pass to the Customer:

8.1.1 In the case of Goods being collected by the Customer at the Company's premises at the time the Company notifies the Customer that the Goods are ready for collection from the Company's premises; or

8.1.2 In the case of Goods which are not being collected by the Customer and which are being delivered to the Customer's premises at the time of delivery, or if the Customer wrongfully fails to take delivery of the Goods, at the time when the Company has tendered delivery of the Goods to the Customer.

9. PROPERTY

9.1 Notwithstanding delivery and the passing of risk in the Goods the property in the Goods shall not pass to the Customer until the Company has received in cash or cleared funds, payment in full for the price of the Goods and all other Goods and Services agreed to be sold by the Company to the Customer for which payment is then due.

9.2 Until such time as property in the Goods passes to the Customer the Customer shall keep the Goods separate from the Customer's Goods and those of any third parties and properly stored, protected and insured and identified as the Company's property.

9.3 Until such time as property in the Goods passes to the Customer the Company shall be entitled at any time to require the Customer to deliver up the Goods to the Company and if the Customer fails to do so immediately the Customer shall permit the Company its agents or representatives to enter upon the Customer's premises or any premises of any third party where the Goods are stored and repossess the Goods.

9.4 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of them has not passed to the Customer from the Company.

10. CANCELLATION

10.1 No order which has been accepted by the Company in accordance with the provisions of these Conditions may be cancelled by the Customer except with the agreement in writing of a director of the Company and on the terms that the Customer may be required to indemnify the Company in full for any costs, damages, losses charges and expenses (including any loss of profit) incurred by the Company as a result of the cancellation.

11. RETURNS POLICY

11.1 The refund or replacement of Goods is subject strictly to individual manufacturer's "Dead Upon Arrival" policies ("DOA"). (Individual manufacturers' DOA policies may be obtained by the Customer by contacting the Company's Customer Service Department). Where a Customer notifies the Company of a defect in the Goods within the time provided for in the applicable manufacturer's DOA policy, the Customer may be required to contact the relevant manufacturer's technical department to troubleshoot and or to obtain DOA authorisation which is to be retained by the Customer and presented to the Company upon request. The Customer is also required to make a note of any call/case reference numbers issued by the manufacturer to assist the Company with the return of the DOA product. Where the defect is subsequently verified by the Company's technical inspectors to be DOA (or has already been deemed DOA by the manufacturer), the Company will replace the Goods or refund the monies paid by the Customer for the Goods.

11.2 An RMA (Returned Merchandise Authorisation) number must be obtained before any Goods can be returned to the Company, which number may be obtained by the Customer from the Company's customer service department. The Goods must also be packaged in their original box, including all disks, manuals and cables. The external packaging must not be damaged or defaced so it is recommended that the Goods are re-boxed for transport. The Customer should label the RMA number clearly on the outside of the box and the Company will arrange for it to be collected. The Company may refuse to accept Goods returned if the box is damaged or defaced in any way or if it is without the RMA number.

11.3 The Goods will be tested by the Company upon receipt. If no fault is found, the Goods will be returned to the Customer. If a fault is found and the applicable manufacturer's DOA period is exceeded, then the Goods will be repaired under the terms of the manufacturer's warranty, or in the absence of such manufacturer's warranty, under the one year repair warranty provided for in Clause 12 (1)(b).

11.4 Under no circumstances will the Company be obliged to issue a credit note or refund monies paid for an opened package unless it is faulty. By breaking the seal, the Customer accepts liability for the Goods.

11.5 In the case where it is established that Goods are faulty or defective either under clause 11.1 or 11.3, the Company's customer service department will arrange with the Customer to have the Goods collected. All warranty repairs will be carried out on a return-to-Company basis. All parts and labour charges will be waived but the Customer is responsible for ensuring that the Goods are returned to the Company in their original packaging so as to ensure safe transit and ease of identification. In some instances the manufacturer's warranty requires the Customer to contact the repair agent directly. If this is the case, the Customer will be so informed by the Company's customer service department.

11.6 Goods are not sold on a trial basis. Where a Customer is not satisfied with Goods, the Goods can only be returned to the Company if fully re-saleable and subject to a restocking charge. In the event of such returns, the Customer acknowledges that it shall be liable for all reasonable costs incurred by the Company in relation to carriage, postage and packaging and the Company shall invoice the Customer for any costs in question incurred and payment shall be made by the Customer in accordance with the provisions of Clause 5.1. The Company shall not be obliged to refund monies for Goods which are bought in error or are not re-saleable.

11.7 The Customer acknowledges that in all cases all Goods shall be returned to the Company using only a carrier approved by the Company and in cases where the Customer uses an unapproved carrier the Customer shall be liable for all costs losses damages or other charges incurred by the Company in relation to the use by the Customer of the unapproved carrier.

11.8 Risk in any Goods that the Customer is returning to the Company shall remain with the Customer until the Goods have been delivered to the Company's premises and accepted by the Company.

12. WARRANTIES AND LIABILITY

12.1 (a) In cases where any of the Goods are covered by a manufacturer's warranty, the Customer shall be responsible for contacting and returning any registration or warranty cards to the manufacturer in question and for the avoidance of doubt the Company shall not be held responsible for any acts of the manufacturer or its agents including (without limitation) any failure by the manufacturer to replace or repair any of the Goods in question which are the subject of the manufacturer's warranty.

(b) For the avoidance of doubt, to the fullest extent permitted by applicable law, the Company makes no representations or warranties of any kind and assumes no liability concerning whether any of the Goods or Services sold by the Company are Year 2000 compliant. Year 2000 representations and warranties may be supplied directly to Customers by the manufacturers or publishers of certain products.

12.2 Subject as expressly provided for in these Conditions and except in cases where the Goods are sold to a person dealing as a consumer (as that term is defined in the Unfair Contract Terms Act 1977) all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

12.3 For the avoidance of doubt where Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976 the statutory rights of the Customer are not affected by these Conditions.

12.4 Except in respect of death or personal injury caused by the Company's negligence the Company shall not be liable to the Customer by reason of any representation (unless fraudulent) or any implied warranty, condition or other term or any duty in common law or under the express terms of the Contract for any indirect, special or consequential losses or damages (whether for loss of profit, loss of business, depletion of goodwill or otherwise) costs expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company, its employees, agents or otherwise) which arise out of or in connection with the supply of the Goods/ Services or their use or resale by the Customer and the entire liability of the Company under or in connection with the Contract shall not exceed one and a half times the price paid for the Goods/ Services in question by the Customer.

12.5 For the avoidance of doubt before installing any Goods or returning any Goods to the Company in accordance with the provisions of Clause 11 it shall be the Customer's responsibility to back up or save any data and the Company accepts no liability for the loss of any data or otherwise.

12.6 The amount charged for the Goods/ Services is calculated with reference to the exclusions and limitations on the Company's liability under these Conditions and the Customer acknowledges that the Company would have been prepared to add a special condition to these Conditions extending the scope and/or agreeing a higher limit in respect of its liability regarding the Goods/ Services subject to the cost of the Goods/ Services being increased to take account of the Company's costs in obtaining specific insurance cover for the increased scope and/or amount of its liability to the Customer.

13. INDEMNITY

13.1 The Customer undertakes to the Company that it will immediately indemnify the Company against all proceedings, costs, fees, expenses, payments, liabilities, losses and damages arising out of the breach or negligent performance by the Customer of any terms of the Contract.

14. FORCE MAJEURE

14.1 The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Goods/ Services, where the delay or failure was due to any cause beyond the Company's reasonable control and without prejudice to the generality of the foregoing the following shall be regarded (without limitation) as causes beyond the Company's reasonable control:

14.1.1 acts of God, explosion, flood, tempest, fire or accident:

14.1.2 War or threat of war, sabotage, insurrection, civil disturbance or requisition:

14.1.3 Acts, restrictions, regulations, bye-laws or measures of any kind on the part of any governmental parliamentary or local authority:

14.1.4 Import or export regulations or embargoes:

14.1.5 Strikes, lockouts or other industrial actions or trade disputes (whether involving employees of the Company or of a third party):

14.1.6 anything that any telecommunications supplier or internet service provider does or does not do;

14.1.7 Difficulties in obtaining raw materials, labour, fuel, parts or machinery; and

14.1.8 Power failure or breakdown in machinery.

15. INSOLVENCY OF CUSTOMER

15.1 This Clause applies if:

15.1.1 The Customer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction): or

15.1.2 An encumbrancer takes possession, or a receiver is appointed over any of the property or assets of the Customer: or

15.1.3 The Customer ceases or threatens to cease to carry on business: or

15.1.4 The Company reasonably apprehends that any of the events mentioned above are about to occur in relation to the Customer and notifies the Customer accordingly.

15.2 If this Clause 15 applies then without prejudice to any other rights or remedies available to the Company the Company shall be entitled to cancel the Contract or suspend any further deliveries/ performance under the Contract without any liability to the Customer and if the Goods have been delivered/ Services performed and not paid for the price of the Goods/ Services in question shall become immediately due and payable notwithstanding any previous agreement or arrangements to the contrary.

16. EXPORT OR IMPORT LICENCES

16.1 The Customer shall be responsible for obtaining all licences for the export or import of the Goods/ Services and for obtaining any other licences required for the delivery or sale of the Goods and performance of the Services in the country of destination.

17. GENERAL

17.1 No waiver by the Company of any breach of Contract by the Customer shall be considered as a waiver of any subsequent breach of the same of any other provisions of these Conditions.

17.2 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

17.3 All notices served under these Conditions shall be in writing and shall be sent to the address of the recipient last notified in writing to the sender by the recipient and all notices delivered personally or sent by first class prepaid letter or by facsimile transmission shall be deemed to have been served:

17.3.1 Immediately if they were sent by facsimile; and

17.3.2 On the second Business Day after posting if served by first class post; and

17.3.3 On the first Business Day after delivery following delivery of the notice through the letter box of the party to be served .

17.4 The Company reserves the right to amend these Conditions in respect of any promotion, offer or the like made or issued by the Company from time to time in relation to the Goods/ Services.

17.5. These Conditions shall be governed by and construed in accordance with English law and in respect of any disputes arising from these Conditions the parties submit to the non-exclusive jurisdiction of the English courts.

17.6 None of these Conditions shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to the Contract, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

17.7 The Company may assign or sub-contract the Contract or any part of it to any person, firm or company.