

TERMS AND CONDITIONS OF TRADING

1. General

In these terms and conditions of trading “the Company” means Servium Limited. “The Customer” means the Customer to whom the Company agrees to supply goods. “Goods” means any equipment or services supplied by the Company. Goods are subject to availability and may vary from those advertised. Please note that the Company reserves the right to cancel or refuse orders for items shown on its website with an incorrect price or with any other incorrect information. These terms and conditions shall apply to all contracts entered into between the Company and the Customer unless agreed to the contrary in writing by a director of the Company.

2. Orders

The Customer must decide before ordering if the goods are suitable for its needs. All orders are subject to availability of goods and to written acceptance by the Company. Any prior indications by the Company by e-mail, telephone, facsimile, or verbally shall be provisional only. Written acceptance by the Company may be in the form of a Sales Order confirmation. All sales orders may be cancelable by either Party immediately if either Party: 1) commits a material or persistent breach of this Agreement and fails to remedy this within 30 (thirty) days of written notice from the other; or 2) becomes insolvent or is unable to pay debts as they fall due.

3. Prices

Catalogues, price lists, videos and other advertising or promotional material are intended to provide an indication only as to the price range and dimensions of goods offered by the Company and any variations thereto shall not give rise to any claim against the Company. The Company reserves the right to pass on to the Customer any increase or decrease in the costs of providing the goods that occur between the date of any quotation and the date of delivery. Unless specifically included in the quotation, prices do not include delivery and any

delivery charges incurred by the Company will be passed on to the Customer.

4. Manufacturer’s specification

The Customer recognises that the Company is a reseller of goods. Although the Company will try to notify the Customer of any variations of which it is aware the Customer accepts that the Company cannot be accountable for the consequences of any variations made by the manufacturer or as a result of shortage of supplies.

5. Intellectual Property

In accordance with trade practice many manufacturers or suppliers of products sold by the Company retain title to the copyright and other intellectual property rights. The Company only transfers such titles as it may have and no warranties expressed or implied are given as to whether or not the intended use is permitted by the owner of such rights.

6. Delivery

a) Dates and times quoted by the Company for delivery run from the receipt by the Company of a written order or from resolution of technical details whichever is the later. All dates and times quoted are estimates only and any delay in meeting delivery dates will not give rise to a right to cancel the order unless such a right is specifically reserved in the Customer’s written order and accepted in writing by the Company. The Company operates a standard next day delivery service for items that are in stock. Standard delivery is to suitable ground floor reception or stores areas. The Customer must notify us in advance of any special delivery requirements – there may be an additional charge.

b) Offers for goods ex-stock are subject to the goods being unsold at the time of the Customer’s order or resolution of technical details whichever is the later.

c) The Company reserves the right to make part deliveries. Any request by the Customer for the Company to delay or split deliveries may result in a stocking charge and any additional costs incurred

TERMS AND CONDITIONS OF TRADING

by the Company being debited to the Customer.

7. Payment

a) Unless agreed to the contrary in writing all invoices are payable before shipment of the goods or against pro-forma invoice whichever is the earlier. If the Customer is an approved account holder invoices are payable net, on the due date of the invoice. (Any right of set-off is hereby excluded),

b) If the Customer fails to make payment as provided for above, the Company will (in addition to any other remedies) charge and be entitled to be paid by the Customer interest on overdue accounts at the rate of 2% per month or part thereof until payment is received.

8. Force Majeure

The Company shall not be liable for any loss whatsoever suffered by the Customer in the event of cancellation of the agreement to supply goods if the supply of the goods would be illegal, contrary to manufacturer's conditions of sales or the agreement is impossible for the Company to perform for whatever reason.

9. Insolvency

In the event that the Customer is declared insolvent or compounds with its creditors or has distress levied against its goods or assets; or in the case of a limited Company compounds with its creditors, or has distress levied against its goods, assets or is wound up or has a receiver appointed for whatsoever reason, the Company shall have the right to suspend deliveries until payment has been made for goods already supplied and for all outstanding orders.

10. Title and risk

a) Risk in the goods shall pass to the Customer at the time of delivery to or collection by the Customer or its agent whichever is the earlier.

b) Title to the goods shall remain vested in the Company (not withstanding the passing of possession and risk to the Customer) until the price and all other money due from the Customer to the

Company on any other account has been paid in full.

c) Until title to the goods passes to the Customer, the Customer shall hold the same in its fiduciary capacity as bailee for the Company and shall keep the goods separate from that of the Customer and third parties and ensure that the goods are at all times identifiable as the Company's property; and the Company reserves the right to dispose of the goods and the Company may retake possession of the goods at any time. For that purpose the Customer agrees that the Company or its servants and agents may enter upon any land or premises occupied or used by the Customer.

11. Limitation of Liability

a) The Company's liability to the Customer for death or personal injury caused by its own negligence or that of its employees, agents or sub-contractors is £5,000,000.

b) The Company's liability to the Customer in respect of damage to tangible property resulting from its negligence or that of its employees, agents or sub-contractors is up to a maximum of £5,000,000 in respect of any one event or series of connected events arising from its performance or non-performance of the services or additional services.

c) The Company accepts no liability for consequential or indirect loss or damage, corruption of data, loss of profits, revenue, business or goodwill or anticipated savings.

12. Delivery Issues

If the goods do not arrive or are incomplete, the wrong goods or are damaged when opened, the Customer must tell the Company's Operations Centre within 5 days of receipt or

TERMS AND CONDITIONS OF TRADING

expected delivery – telephone 0844 7366155 Ext 6 and complete an online RMA request at www.servium.co.uk All goods shall be deemed accepted unless rejected within this time period. When the Customer fills in the RMA application the Customer will be required to give detailed reasons for rejection. The Company reserves the right not to issue compensation, credit, or right of set-off until the same has been received by the Company from the manufacturer, supplier or insurer as the case may be. Any notice received by the Company outside the 5 day period shall be deemed invalid for the purposes of this clause.

13. Returns

All goods are sold with the benefit of the manufacturer's warranty. The Company will accept returns of faulty goods notified to us within 14 days of delivery, subject to the terms of the manufacturer's warranty. Some manufacturers operate a day one return to manufacturer policy – the Customer's account manager will advise on this. Before returning any goods to the Company the Customer shall:-

- a) If faulty goods are to be returned to the Company the Customer must obtain an RMA (Returned Merchandise Authorisation) from www.servium.co.uk. The RMA will be valid for 7 days. The Company may arrange for collection of the Goods, which must be available for collection in their original packaging together with all accessories and manuals. The Company cannot accept unauthorised returns which do not have an RMA.
- b) The Customer must affix the RMA authorisation reference number to the packaging in a prominent position. This procedure is solely for administrative convenience and the issue of a return label shall not be taken as an admission of any fault in relation to the goods being returned. No goods shall be returned without the Company's prior approval.
- c) A complete list of the RMA Terms and conditions may be found at www.servium.co.uk.

14. Services – Additional Conditions

- i. The Customer will:
 - a) allow reasonable access to the site and ensure the site is a safe environment
 - b) properly maintain the equipment and software and regularly back up data
 - c) provide all relevant information about it and notify the Company of any changes to it affecting the Company's ability to deliver the Services
 - d) check and sign for all deliveries by the Company of required equipment, keep the equipment safe and ensure its availability for the services to be carried out.
- ii. The Company:
 - a) will perform the services set out in the Description of Services with reasonable skill and care using appropriately qualified and trained and experienced engineers
 - b) will not copy, adapt or part with possession of any of the Customer's confidential information.
 - c) does not warrant the services or any additional services will cause the equipment or software to operate without interruption or error
 - d) does not have any liability for any such interruption or error which is caused directly or indirectly by any equipment or services not supplied by the Company.
- iii. Limitations on the Services
The services to be provided do not include services required due to:
 - a) failure by the Customer to properly maintain or operate the equipment or software
 - b) modification of the equipment or software by anyone other than the Company
 - c) transportation or relocation of the equipment or software
 - d) any defect in the equipment or software
 - e) failure to allow the Company proper access to the equipment or softwareSuch services if requested by the Customer will be treated as additional services for which additional charges will be payable in accordance with the Company's rates in force at that time.
- iv. Suspension and Termination

TERMS AND CONDITIONS OF TRADING

The Company may suspend the provision of the services or terminate them immediately (without liability to the Customer) if any of the following events happen

- a) the Customer fails to make any payment due to the Company by the time it is due
- b) the Customer has given any false or misleading information to the Company
- c) the Customer is insolvent
- d) the Customer's use of the services is likely to cause the whole or part of the services to be interrupted, damaged, rendered less efficient or in any way impaired
- e) the Customer is in material breach of this Agreement
- f) if the primary cause of any problem which substantially impairs or prevents the Company from performing the services is the failure or malfunction of any equipment, facilities or devices not supplied by the Company
- g) if the site, equipment or software is changed
- h) if the cancellation provisions under any leasing arrangement entered into by the Customer are invoked by the relevant Leasing Company.

15. Guarantee and Liability

a) The Customer shall get the benefit of the manufacturer's warranty in respect of all the goods. Please note that the Company does not provide any warranties in respect of the goods and we exclude any warranties express or implied by statute, common law or of any other kind. The Company is willing however to sell an additional top-up warranty to supplement the manufacturer's warranty.

b) The Company is a reseller to business Customers and as permitted under the Unfair Contract Terms Act 1977 the Company excludes liability for claims regarding the quality or fitness for purpose of goods or otherwise which consumers can make under the Sale of Goods Act 1979. The Company is liable for death or personal injury caused by our negligence. The Company does not accept any liability for indirect or consequential losses or loss of profits.

16. Severability

If and to the extent that any provision or any part of the Company's standard trading conditions are illegal, void, or unenforceable for any reason, then such provisions or part therefore (as the case may be) shall be deemed to be severable from the remaining provisions or parts of the relevant provisions, as the case may be, all of which remaining provisions shall remain in full force and effect.

17. Law

All contracts shall be deemed to have been made in England and shall be governed in all respect by English law and all disputes, differences or questions at any time arising between the parties as to the construction, validity and performance of the Contract or as to any matters arising out of the Contract or in any way connected with it shall be determined by the English Courts of law to whose jurisdiction the Company and the Customer hereby submit.