

1. TERMS OF QUOTATION

1.1 All quotations are subject to the terms of business below and these conditions remain open for a maximum period of thirty days from the date hereof but may be withdrawn at any time without notice. No order is binding on the Seller until accepted by the Seller in writing. Should there be any conflict or inconsistency between these Terms & Conditions of sale and the Buyer's order or Conditions of Order, these Terms & Conditions shall prevail.

1.2 Quotations for services and development work (including, but not limited to, web/e-commerce sites, database development, bespoke application development etc.) are based solely on the specification provided by the client and any work subsequently executed in relation to such a quotation (and following an order) will be governed by those functions, features and specifications expressly detailed in the quotation. Requests for additional/enhanced functionality will not be undertaken without having first agreed, in writing, the amended price for the project or additional costs per function/feature as requested.

1.3 Orders must be accompanied by all relevant information to enable the Seller to carry out the work including, but not limited to, usernames & passwords, configuration/operational requirements, the database specification, graphical and other website content.

2. SEPARATE CONTRACTS

Each order and its acceptance is to be treated as a separate contract and accordingly if there shall at any time be more than one order in course of performance between the Seller and the same Buyer, and if any question, dispute or difficulty shall arise in respect of one of such orders, neither the existence of such question, dispute or difficulty nor the terms on which it may be settled shall affect in any way whatever any such other orders but shall be without prejudice to the Seller's rights under Clause 5.

3. CANCELLATION

3.1 The Buyer shall not be entitled to assume that any purported cancellation of an order either in whole or in part by the Buyer has been accepted by the Seller until the Seller confirms his acceptance of such cancellation in writing.

3.2 Orders for tangible products (hardware and equipment) or software subscription services and Software as a Service (SaaS) that are either 'Built-to-Order' (BTO), 'Configured-to-Order' (CTO) or provided as a subscription service, such as Microsoft Office 365 and similar, may not be cancelled once placed. SaaS, such as Microsoft Office 365 and similar may be cancelled on the anniversary of their initial subscription period by ensuring a minimum of 30-days' notice is provided in writing to Contedia Ltd.

4. CHANGES

All and any loss of expenses occasioned to the Seller by cancellation under Condition 3 or by changes required by the Buyer in materials, design, quantities or delivery terms from those on which the acceptance of the order was based shall be met by the Buyer. Changes in original specification or order dictated by the Buyer may have a bearing on agreed or provisional delivery dates, for which Contedia Ltd. are not liable in any way.

5. TERMS OF PAYMENT & OVERDUE DEBTS

5.1 Unless otherwise stated, terms of payment are strictly 14 days from the date of delivery of product or any other service to the Buyer. A deposit of 25% net order value is required on receipt of order which is non-refundable upon the cancellation or alteration of an order by the Buyer.

5.2 In the event of cancellation or alteration of the order by Contedia Ltd., any deposits paid will be refunded in full. Any agreed payment terms not honoured by the Buyer will bring an additional interest charge of 2.5% above the bank rate per month or part thereof.

5.3 Contedia Ltd. reserve the right, at our discretion, to re-claim goods where payment is overdue, having given due notice, in which case the Buyer shall be liable for the re-stocking charge of 30%.

5.4 If any payment is in arrears, the Seller shall have the right, without prejudice to other rights, to suspend further deliveries until payment is received whether such deliveries are part of the same order or other orders. Where Internet services are provided by Contedia Ltd., such as Internet connectivity, hosting and/or website design, failure to pay within the terms offered will result in the associated services in their entirety, if it is not feasible to reverse or restrict the services/functionality provided, being withdrawn until all outstanding amounts are paid in full. In such circumstances, Contedia Ltd. accepts no responsibility whatsoever for loss of business as a result of Internet services being reduced or withdrawn.

Hartley & Worstenholme solicitors are instructed to pursue to Contedia Ltd.'s satisfaction all overdue accounts on the Seller's behalf.

6. BANKRUPTCY OR LIQUIDATION

If the buyer shall make default in or commit any breach of any of his obligations hereunder or if any distress or execution shall be levied upon the Buyer's property or assets or if the Buyer shall make or offer to make any arrangements or composition with his creditors, commit any act of bankruptcy or if any petition or receiving order in bankruptcy shall be presented or made against him, or if the Buyer shall be a limited company and any Resolution or Petition to wind up such company's business shall be passed or presented, or if a Receiver of such company's undertaking, property or assets or any part thereof shall be appointed, the Seller shall have the right forthwith to determine any contract then subsisting and to cancel any outstanding delivery or deliveries and to stop any goods in transit; but all without prejudice to any other right which the Seller may have.

The Seller accepts no responsibility for loss or damage caused to the Buyer's computer equipment or other parts delivered for processing to the Seller by fire, additional perils or theft and the Buyer should insure the same against such risks and for such amount as the Buyer deems necessary.

Unless otherwise agreed the work will be performed to specification as established under the submitted quotation.

7. DELIVERY

7.1 Delivery commitments are entered into in good faith but the Seller shall not be liable for failure to delivery on the specified date, nor shall such failure be deemed to be a breach of the contract, or any of its conditions, or part thereof. Refusal of the Buyer to accept part or whole delivery at the time specified in the contract shall permit the Seller to decline to make further delivery, without prejudice to the Seller's right to recover damages for breach of contract.

7.2 Where the contract calls for delivery by instalments or where the Seller elects to make delivery by instalments each instalment shall be regarded as a separate contract and any defect in any instalment or failure to deliver any instalment shall not give the Buyer the right to cancel the Balance of deliveries due under this or any other Contract between the parties.

7.3 Buyers receiving goods and signing for them as "not examined" must in writing notify carriers and the Seller of any damage within 3 days of arrival goods, otherwise no claim can be upheld. Goods alleged to be damaged before delivery cannot be exchanged or allowed for after they have been accepted.

8. SHORTAGES

Claims for shortage will only be entertained when received by the Seller in writing within 24-hours of receipt of goods.

9. FAILURE TO TAKE DELIVERY

Should the Buyer fail to accept delivery of goods as specified the Seller shall not be bound to tender or re-tender the goods but the Seller shall have the right to invoice such goods for immediate payment and reasonable storage charge may be made for goods remaining on the Seller's premises longer than one month. The Seller shall have a lien on all goods and/or materials for any unpaid balance and storage charges due to the Seller and any instalment or purchase money which may have been paid shall be retained. The Seller shall be entitled to postpone or cancel the delivery of such goods without liability on the Seller's part but without prejudice to any right or remedy available against the Buyer.

10. PRODUCT WARRANTIES

Most products are supplied with manufacturers' 'Return to Base' warranty, or optional 'On-Site' warranty. The Buyer should consult relevant manufacturer documentation to confirm the limitations of any product warranty. The warranty period commences from the date of delivery, or when Contedia Ltd., or its agents, are installing the product, from the date of supply or invoice as determined by the Seller. Please note that unless otherwise stated, warranties exclude the operating system, software applications, device drivers and customer data and apply to original hardware components only.

10.1 Manufacturers' 'Return to Base' Warranty: If a product fails due to faulty materials or workmanship during the manufacturer's warranty period, then this product will normally be replaced or repaired free of charge by the manufacturer. The Buyer is responsible for the de-installation of the product and carriage to the manufacturer's premises and is also liable for any carriage, de-installation and re-installation charges that may be incurred by requesting Contedia Ltd. to administer this process on their behalf. The customer is responsible, at all times, for ensuring data is backed up prior to a fault occurring or the equipment being returned to the manufacturer.

10.2 Optional 'On-Site' Warranty (where applicable): If any product fails, which is subject to an 'on-site' warranty agreement, then this product will be attended to at the Buyer's premises within the agreed timescales. The product will then be repaired or replaced at no extra charge to that specified in the warranty agreement. Operating systems, software applications, device drivers and care of customer data are excluded for all works of this type.

10.3 All software developed by Contedia Ltd., including web & e-commerce sites, databases and/or other, custom or bespoke applications are supplied with a limited, 30-day warranty, unless otherwise stated. This period accommodates the discovery and reporting of bugs & faults, which the Supplier will undertake to correct at no cost to the Buyer. Contedia Ltd. will not accept requests for new or enhanced functionality during this period. After this period, the Buyer accepts the software as is, but may purchase additional maintenance, support or development services to amend, correct or extend the software at their discretion.

11. RISK & RETENTION OF TITLE

11.1 Risk of loss and responsibility for the equipment pass to the Buyer on delivery, but the title does not pass to the customer until the goods are paid for in full.

11.2 If the customer shall enter into liquidation, have a winding-up order made against it, or have a receiver appointed over its assets, income or any part thereof before title has passed in accordance with this condition the Contedia Ltd. shall be entitled, immediately after having given such notice, to enter the customer's premises with such transport as may be necessary to repossess any and all equipment to which it has title. No liquidator or receiver of the Buyer shall have the authority to sell equipment to which Contedia Ltd. have title.

12. LOSS OF DATA & DATA BACKUP DEVICES

Contedia Ltd. accepts no responsibility for the incorrect, improper or non- function of backup equipment, software, procedures or media whether supplied or simply attended to by the company. Faulty equipment should be dealt with by the customer and in accordance with the manufacturer's warranty conditions and the regular operation, maintenance and verification of backup procedures (and media contents) is the sole responsibility of the customer unless an applicable maintenance agreement, which includes clauses referring to the responsibility for backup of data, is agreed in writing by a director of Contedia Ltd. At no time does Contedia Ltd. accept responsibility or liability for the loss of customer data through faulty equipment, software, procedures or media.

13. INTERNET SERVICES

Contedia Ltd. provides a number of Internet related products and services for which the following terms and conditions apply:

13.1 Domain name registration/renewals are provided on the basis that Contedia Ltd. will endeavour to act in the best interests of the client and provide services during the registration period where the company is the recorded 'Technical Contact' for domain name enquiries. As such, all domain name customers are required to provide Contedia Ltd. with the authority to renew their registration automatically upon its expiry. Failure to provide the company with the appropriate authority or advance notification will result in the domain name being 'de-tagged' and no longer registered to the client. Contedia Ltd. take no responsibility for any domain name, in such circumstances, from being registered by other parties. The re-registration of domain names following their expiry will incur registry charges for which the client is entirely responsible.

13.2 Web hosting services are provided without a formal service level agreement unless specifically agreed in writing by Contedia Ltd.. Irrespective of the origins of a web site or web-based applications, email account settings, usernames and passwords, it is the customer's responsibility to take proper precautions against loss of data and business through web server failure including the use of suitable backup measures.

13.3 Web site design and web-based application development are provided on the basis that, following production and payment in full, the copyright transfers to the customer. Intellectual property remains the property of Contedia Ltd. until payment in full has been received by Contedia Ltd. At this time it becomes the customer's responsibility to ensure that precautions are taken to ensure full and adequate backup measures are in place. Contedia Ltd. accepts no responsibility whatsoever for the subsequent loss of data, web site or application code or images.

14. ON-SITE SERVICES: EXPENSES & TRAVELLING TIME

Day rates, where applicable, are inclusive of out of pocket expenses and reasonable travelling time. Out of pocket expenses do not include overnight accommodation, associated subsistence or rail and air travel which will be charged separately at cost when required.

15. INTERPRETATION

The contract shall, in all respects operate and be construed as an English contract and be governed by English law.