



Skill-IS Ltd

Standard Terms and Conditions

1. Definitions

In this agreement:

"AGREEMENT" means these terms and conditions and any schedules hereto together with the accompanying documentation as referred to in this document;

"CUSTOMER", "YOU", "YOUR(S)" means the person, firm or organisation placing an order for products or services with Skill-IS Ltd;

"PRODUCT" means any service, product, item of equipment, hardware, software, microchip, semiconductor (or any other item containing, using or dependant upon any of the foregoing) supplied by Skill-IS Ltd under this Agreement including, in the case of service, any hardware or software provided to the customer by Skill-IS Ltd as part of such service or used by Skill-IS Ltd as part of such service;

"SERVICE" means the services to be provided under this Agreement as described in the services part of this document or used by Skill-IS Ltd as part of such service;

"SKILL-IS", "WE", "US", "OUR" means Skill-IS Ltd, a company registered in England under the registration number 4735865 whose registered office is at 2 Senlac Green, Uckfield, East Sussex TN22 1NN, the SUPPLIER;

"PARTY" means either Skill-IS or the Customer, who will be known collectively as "the Parties";

"CONFIDENTIAL INFORMATION" means all commercial, financial, technical or other information of either Party or their clients, whether disclosed to the other Party verbally, in writing or in any other form, including (without limitation) data, drawings, films, documents and computer readable media, product information, new product plans, pricing information, customer lists and other customer information, software (in source or object code), analyses, compilations and studies (including Confidential Information released prior to the execution of this document).

2. Agreement

2.1 These terms and conditions ('Conditions') shall apply to the provision of Services and/or Products by us which are supplied to you.

2.2 These Conditions shall apply to all agreements for the provision of Services and/or Products to the exclusion of all other terms and conditions unless we expressly agree to the contrary in writing.

2.3 By entering into an agreement with us for the provision of Services and/or Products, you accept to be bound by all of the Conditions contained herein.

2.4 Any variation to these Conditions shall be inapplicable unless it has been expressly agreed in writing by an authorised representative of Skill-IS.

2.5 Although Skill-IS may provide you with different options, you acknowledge that you are under no obligation to implement any of those options. It is your sole responsibility to determine whether or not you should take up such option.

3. Prices

All prices quoted are net, excluding VAT, packaging, delivery and all due taxes which shall remain your sole responsibility. Quoted prices are valid for 14 days only. We reserve the right to change published prices at any time.

4. Payment

4.1 Credit terms may be granted at the discretion of Skill-IS.

4.2 Payment of all invoices will be due 15 days from the date of invoice unless otherwise agreed by Skill-IS in writing.

4.3 If you fail to pay invoices when they fall due, we reserve the right to suspend shipment of any further orders until payment has been received in full and/or charge interest on the amount due at Barclays Bank's base rate plus 8%, per calendar month. Interest will be calculated from due date and we are entitled to recover all additional expenses incurred, including legal fees and cost of collection. Any queries on invoices must be notified to us in writing within 10 working days of the invoice date.

5. Orders and Cancellations

If the Customer wishes to cancel or reschedule delivery dates of any order, consideration will only be given if application is made in writing to us more than five (5) working days prior to the scheduled delivery date or, in the case of Products ordered for immediate despatch, before the order has been despatched. In the event of cancellation prior to despatch, we shall be entitled to claim an amount not more than fifteen (15) per cent of the value of the order to cover our reasonable administration and re-stocking costs and any other out-of-pocket expenses incurred. If the cancellation is received once the Products have been despatched it will become a returns issue and the returns procedure in clause 17 will become applicable. In the case of services, the service will be considered to have been despatched 48 hours before the scheduled start of the service.

6. Right of Termination

6.1 If, at any time, either party makes default or commits any breach of its obligations under this Agreement and (upon receiving written notification from the other of such default or breach) fails to remedy the default or breach within 14 days, or is involved with any legal proceedings concerning its solvency or of serious doubt of its solvency, or commences liquidation, or ceases to trade, or threatens to cease trading, then the other party shall immediately become entitled (without prejudice to its other rights) to terminate the Agreement forthwith by notice in writing to the other.

6.2 Upon termination of this Agreement by us for whatever reason all outstanding charges due in respect of any Products or Services carried out or equipment provided under this Agreement prior to the date of termination and the price of equipment or services ordered by us on your behalf for which we have paid or are legally bound to pay will become immediately payable in full.



7. Dialed Network Services

If the Products delivered and/or installed are designed to connect to a dialed network service (such as, but not limited to, ISDN services), please note that telecommunications provider call charges will apply. There is a possibility that, following installation, the equipment will come, or remain, on-line for extended periods or excessively frequently thereby incurring line charges with your telecommunications provider. We are not responsible for the charges that may be made by your telecommunications provider. It remains your responsibility at all times to monitor the line usage and ensure that charges are kept to a minimum. We will not accept liability for any call charges. It is your responsibility to notice or take action on any condition causing excessive or excessively long calls.

8. Errors

Clerical errors are subject to correction by us at any time.

9. Liability

9.1 Skill-IS accepts no responsibility or liability whatsoever for any direct, indirect, special or consequential loss or other damages howsoever caused or any liability arising from the Products or Services supplied or made available to the Customer hereunder except in the case of personal injury or death caused solely by Skill-IS' negligence. 9.2 The Customer shall indemnify and keep Skill-IS indemnified against any and all proceedings, claims, damages, losses, expenses or liabilities which Skill-IS may incur or sustain in the course of providing the Products and/or the Services.

10. Force Majeure

Neither party shall be liable for failure to perform its contractual obligations if such failure results from an Act of God, act of terrorism, governmental act, fire, explosion, accident, industrial dispute, or any other cause beyond the parties' control.

11. General

11.1 Except where expressly referred to in these Conditions, these Conditions represent the entire agreement between parties.

11.2 Each party warrants that no representation not recorded in this Agreement has been made which has induced the other party into this Agreement.

11.3 The Customer shall not assign this Agreement without the prior written consent of the Skill-IS (not to be unreasonably withheld or delayed).

11.4 No failure, delay, relaxation or indulgence on the part of either party in exercising any power or right conferred upon such party in this Agreement shall operate as a waiver of such power or right.

11.5 Any notice given under this Agreement by either party to the other must be in writing and shall be effected by personal delivery, facsimile, email or registered mail postage to the address set out on the face of this Agreement or such other address as shall have been notified and shall be deemed to be received, in the case of facsimile or email, on the same date as it was sent or in the case of postage, within 48 hours after the date of posting if posted in the United Kingdom.

11.6 The provisions of this Agreement are severable and if any provision (not being a fundamental term) is held to be invalid or unenforceable by a court of competent jurisdiction such invalidity or unenforceability shall not affect the validity or enforceability of the other provisions. No variation is valid unless signed by authorised signatories of both parties.

11.7 This Agreement shall be governed by and construed in accordance with English Law and the parties hereto submit to the jurisdiction of the English Courts.

12. Confidentiality

12.1 The Parties wish to protect any Confidential Information disclosed to the other Party in the course of any business or potential business dealings.

12.2 The Parties hereby agree that:

a) They will keep confidential such Confidential Information as is made available to them, or which comes to their knowledge, from any source whatsoever arising out of the arrangements between them, and they will not copy, reproduce, use or distribute such information other than in accordance with this Agreement.

b) They will not disclose the Confidential Information to any third party or any of the Parties' employees other than those who require access to the information in order to carry out the business or potential business dealings.

c) Where information is disclosed to any third party in accordance with the terms of this Agreement, the disclosing Party is responsible for ensuring that the third party has entered into an equivalent Agreement to ensure confidentiality.

d) They will take all reasonable steps to protect the secrecy of and avoid disclosure or use of the Confidential Information in order to prevent it from falling into the public domain or the possession of unauthorized persons.

e) They will notify the other Party in writing of any misuse or misappropriation of Confidential Information that may come to their attention.

12.3 Upon the written request of either Party, the other Party will promptly return all tangible items representing or containing Confidential Information as well as copies, and destroy or erase any Confidential Information recorded in any electro-magnetic memory device.

12.4 Nothing contained in this Agreement is to be interpreted as granting any rights, by licence or otherwise, to the Confidential Information disclosed pursuant to this Agreement.

12.5 In the event that either Party discloses information in breach of clause 12 of this Agreement, the other Party will be fully indemnified and kept indemnified against all losses, costs, claims, expenses, damages and liabilities arising from that breach. If damages are not a sufficient remedy for any breach of the above confidentiality provisions, the Parties can seek specific performance or injunctive relief as a remedy, in addition to any other remedies, for any breach or threatened breach thereof.

12.6 This clause 12 does not apply:

a) To information which at the time of disclosure is in or which subsequently comes into the public domain other than as a result of a breach of this Agreement; nor

b) To the extent that information is required to be disclosed by mandatory rule of law or by the regulations of any relevant regulatory body.



Sale of Products

13. Publications

13.1 All descriptions and illustrations contained in catalogues, price lists, proposals, advertising matter and all publications are intended to be illustrative only and shall not form part of this Agreement unless specifically incorporated therein by written agreement between the Customer and Skill-IS.

13.2 We reserve the right to update any specification of Products without prior notice. However, any such changes shall not materially impair performance.

14. Delivery

14.1 Delivery is subject to Product availability at the time the Customer's order is received.

14.2 We will deliver to the address specified in the Customer's order using standard packaging (this may not be original packaging) and transportation. Every reasonable effort shall be made to meet estimated delivery dates but we shall not accept any liability whatsoever resulting from delay or failure in delivery. Time of the essence does not apply to any order. Claims for non-delivery must be made in writing to us within five (5) working days from date of invoice.

14.3 We are in no way responsible for consequential loss for matters out of our control.

14.4 No claims for shortage or visible damage will be accepted unless notification is received in writing by us within 2 days of receipt. No claims involving missing parcels or visible damage to the packaging can be entertained if the courier's proof of delivery has been signed as "received in good condition".

14.5 Customers may request to collect products from our premises, but will do so at their own risk and liability. We can accept no responsibility for products damaged or lost by Customer's own transportation or by third parties.

15. Title

15.1 Risk in the Products shall pass to you upon delivery and you shall insure them for not less than the full invoice value whilst the Products are in your possession and control.

15.2 Title to the Products shall remain with us until full payment has been received by us. Until such payment, and subject to the following provisions, you hold the Products as bailee of Skill-IS and owe to us the normal fiduciary obligations of a bailee by way of custody in respect of the Products. If any of the Products is incorporated in or used as material for other goods before payment to us, the property in the whole of those goods shall be and remain with Skill-IS until payment shall have been received or the other goods have been sold and all Skill-IS' rights under this Agreement in the material shall extend to those other goods. Skill-IS' right to the material and/or the other goods is recognised in this Agreement and it is the intention of both Parties that ownership of that material and/or goods shall vest in Skill-IS. In so far as the Customer shall, or shall purport to, offer for sale and sell the Products or goods, it shall do so only at the best obtainable price in the ordinary course of its business. We shall, by reason of the said relationship of bailment between you and us, be and remain legally and beneficially entitled to the proceeds of sale and you shall pay such proceeds of sale into a separate account or, otherwise, shall ensure that all the proceeds of sale are kept in a separate and identifiable form. The proceeds shall not be paid into an overdrawn bank account. Upon receipt of the proceeds of sale, the Customer shall discharge the debt due to Skill-IS and shall not use or deal with the proceeds of sale in any way whatsoever until such debt has been discharged. In the event that such Products or goods have not been resold, Skill-IS reserves the right to enter your premises where the Products and/or goods are stored for the purposes of repossessing them.

16. Evaluations

Any Products sent to you on Evaluation will be invoiced in full. In the event that the Products are returned within the time limit stipulated on the Evaluation form, a credit note will be issued once we have received the Products (including original packaging, documentation, cables accessories etc.) in pristine condition. Insurance is your responsibility.

17. Returns

17.1 We reserve the right to refuse to accept returns other than those in accordance with these Conditions.

17.2 You must inform us within 2 working days of delivery or collection wrongly ordered Products, and within 10 days of any defective Products which must be confirmed in writing. A Returns Form **must** be completed following which a Returns number will be issued. This Returns number must be clearly displayed on the outside of any package being returned. Our returns department will reject any items returned without this number, and all consequent costs will be your responsibility. Any Products to be returned must be received by us within 14 days of the Returns number being issued. You will be liable for a restocking fee if Products are returned without fault or if wrongly ordered by you. The restocking fee will reflect any charges incurred upon us in returning the Products to the Manufacturer or Supplier. The minimum charge will be £30. Products must be returned in their original packaging and neither the Products nor the packaging should be marked or damaged in any way. A cleaning and repackaging fee may be charged for Products that are not returned in a saleable condition.

18. Warranty

18.1 Skill-IS shall use its reasonable skill and care when implementing the Customer's instructions but both parties acknowledge that Skill-IS does not guarantee the suitability of any particular item. It warrants that Products delivered hereunder are as described and that we have the right to sell same. All Products supplied carry their respective Manufacturer's warranty. We DO NOT supply our own warranty with Products unless specified.

18.2 Our liability in respect of Products will be limited to the manufacturer's own warranty terms and conditions.

18.3 Subject to the provisions above, all implied warranties or conditions, statutory or otherwise, as to the quality or fitness for any purpose of the Products is hereby expressly excluded and we shall not (except as set out above) be under any liability whatsoever in respect of Products delivered or for any loss to the property of any person resulting from such defects from any cause whatsoever.



19. Export

If the Products and/or technical data are licensed under United States government export laws then, regardless of any disclosure made by you to us of an ultimate destination of Products and/or technical data outside of the United Kingdom, it is your sole responsibility to obtain the written consent of the United States Government and local authorities before re-exporting any such Products and/or technical data from the United Kingdom. We shall not be responsible for any costs or damages resulting from the failure of the customer to obtain such consent.

Terms and Conditions for Installation, Configuration and Professional Services

20. Services

20.1 The Services to be provided will be set out in a "scope of works" document agreed with you in advance. Any work requested by you that is not included in this agreement will be charged at our then current rates.

20.2 The Services shall commence on the date agreed between the parties and shall be completed on a signature by the Customer or when all the works detailed in the scope of works document have been completed. Where the Service is performed on a time and materials basis rather than a fixed price, we shall supply, if requested, completed time sheets to verify our charges. Such timesheets shall be conclusive evidence of the time spent by us.

20.3 We retain the right to sub-contract any or all of the works forming part of the Services to a competent sub-contractor. Where any equipment is supplied as part of the Services, such equipment shall be subject to these Conditions for the sale of Products.

21. Customer Responsibilities

You shall be responsible for the following:

Providing a representative who shall sign all relevant documentation;

Providing, at your expense, such technical and other information, as we shall require for the performance of the Services;

Providing such access to your equipment as we shall require for the provision of the Service, which includes access to any telecommunications lines required for the Service and suitable passwords for any equipment. If sufficient access is not provided, we shall not be obliged to perform the Service and may charge you for costs and expenses incurred;

Taking all reasonable precautions to protect the health and safety of our personnel whilst on your site;

Ensuring that adequate backup copies of any operating system, application software and data files are kept;

Providing a suitable mains power supply and a suitable working area for our personnel.

If you cancel with less than 48 hours notice any appointment forming part of the Service, we may charge for the Service that would have been performed but for such a cancellation.

22. Warranty

Skill-IS warrants that:

The Services will be provided with reasonable skill and care;

We will use suitably qualified and experienced personnel in the provision of the Service;

Cabling installed under this Agreement will be free from defects in workmanship and materials for a period of one year from the date of installation.

In the event of any breach of the warranties given in this clause your sole remedy shall be the repair or replacement, at our sole discretion, of the item concerned.

23. Liability

Our liability for physical damage to your property is limited to £500,000 (five hundred thousand pounds) in respect of any event or series of related events. Neither party limits or excludes its liability for personal injury or death of any persons resulting from its negligence. Save as set out above, in no event shall our liability to you under this Agreement exceed the sum of monies received by us under this agreement in the previous 12 months or £1,000,000 (one million pounds) whichever is the lesser. Skill-IS excludes all liabilities not expressly included in this Agreement, and in particular shall have no liability for (I) destruction of or damage to the customers data; (II) any loss in profits, goodwill, revenue, production, anticipated savings, use or contracts or any form of special, indirect or consequential losses whatsoever.

Customer Agreement

I confirm that I have read the Skill-IS Terms and Conditions, that I have the authority to sign this agreement and that we agree to be bound by these Terms and Conditions in any dealings with Skill-IS.

Signed

Position

Company

Date