



TERMS AND CONDITIONS

1. **GENERAL** The following terms and conditions are binding upon the party ordering or contracting for goods and /or services ("the Customer") and Resilient Business Systems Limited ("the Company") Except to the extent (if any) required by law no condition, warranty, guarantee, undertaking, representation or statement (whether oral or written) not contained in these Conditions shall be binding upon the Company. These Conditions of Sale shall prevail notwithstanding any terms or conditions of any order submitted by the Customer. No modification of these Conditions shall be effective unless made by an express written agreement signed by authorised signatories of each party.
2. **PRICES** The prices shown are in Sterling (the currency of payment) and are exclusive of Value Added Tax which will be charged to and paid by the Customer at the rate ruling at the tax point. Any quotation provided excludes travel expenses, which will be charged at .30p per mile.
3. **DELIVERY** The Company shall be deemed to have made a due delivery of the goods and/or services the subject of the contract of sale upon delivery at the address for delivery notified by the Customer or the address to which goods were previously delivered for the Customer for the immediately preceding order if no further notification is given.
4. **PAYMENT** Payment shall be made punctually. Settlement terms are net 30 days from the date of delivery of invoice.
5. **FORCE MAJEURE** Should the Company be prevented or hindered in delivering the goods or services or any part thereof by reason of war, riot, explosion, flood, fire, strike, lockout, industrial dispute, shortage of materials or labour, or any cause beyond the Company's control the time for delivery or performance shall be extended by the period of time during which the said event prevented or hindered delivery or performance. However the Company shall use all its reasonable endeavours to reduce the period of delay.
6. **INSPECTION** The Customer is required to make inspection of the goods at the time of delivery. Irrespective of whether any such inspection is actually made the Customer shall be deemed to have inspected the goods upon delivery at the Customer's premises. Any goods or part of the goods may be returned to the Company at the point of delivery i.e. at the Customer's premises at the time of delivery where the reason for return is that the goods are alleged by the Customer not to be in accordance with description and therefore not in accordance with the warranty at clause 7 below. Where return is as a result of an allegation by the Customer that the goods are defective unfit for sale or unsound and therefore not in accordance with the warranty at clause 7b below any return must be made to the Company's premises before the expiry of 3 days from date of delivery, or if relevant, date of installation setting up or commissioning by the Company. No returns will be accepted after the above dates.
7. **WARRANTY**
 - a. The Company warrants that the goods and services as the case may be are as described in any written quotation and of satisfactory quality.
 - b. The Company warrants that the goods and services are of good quality. This warranty shall be effective from the date on which the goods are delivered to the Customer. The Company shall not in any circumstances be liable under this warranty when any defect in the goods is due:
 - i. To the goods being used handled or kept in any abnormal manner or
 - ii. To the act, neglect or default of the Customer.
 - c. Any warranties provided by manufacturers for products installed by The Company, supersede this warranty.
8. **EXCLUSIONS**
 - a. Subject to the provisions of Clause 7 above, all express or implied warranties or conditions, statutory or otherwise, as to the quality or fitness for any particular purpose of the goods and services are hereby expressly excluded.
 - b. Subject to the provisions of Clause 7 above and save for liability for death and personal injury, including death and personal injury resulting from the negligence of the Company or its directors, servants, sub-contractors or agents the Company shall not be liable for any loss, damage or expense howsoever and whensoever arising PROVIDED that if such loss, damage or expense is proved to have been directly and wholly caused by the negligence of the Company and/or Others, then the Company shall be liable to pay the Customer compensation, but in no circumstances whatsoever shall such compensation exceed the contract price for the goods and services
 - c. Notwithstanding the above, the Company shall not, in any circumstances whatsoever, including cases of the Company's and Others negligence, be liable for any loss of profit or other consequential or economic loss suffered by the Customer.

- d. The Company shall have no responsibility to the Customer for the following;
 - i. The monitoring of message boards or any chat forum
 - ii. The compliance with any applicable laws or regulations which responsibility shall be solely for the Customer
 - iii. The provision of a secure facility to hold Customer passwords
 - iv. Backing up of data on computer to a recoverable state prior to any work being carried out by the Company to any equipment of the Customer and in the event of any loss of data in the absence of this any works to be carried out by the Company for recovery of data shall be charged as an additional charge to the Customer
 - v. The consequences existence or presence of any viruses other than in respect of any software or other goods supplied by the Company to the Customer

9. INDEMNITY AND CUSTOMER WARRANTY

- a. The Customer shall at all times keep the Company and/or Others effectively indemnified against all actions, proceedings, costs, charges, claims, expenses and demands whatsoever which may be made or brought against the Company and/or Others by any third party in respect of any injury, loss, damage or expense howsoever or whensoever arising, which is a result of or arising out of the supply of any goods and/or services under the contract unless such injury, loss, damage or expense is caused wholly or in part by the negligence of the company and/or Others. The Company and/or Others shall nevertheless be entitled to be indemnified by the Customer in the event of the Company and/or Others being proven to have been negligent, save only that the Company shall make a contribution and hence waive its right of an indemnity in respect of such actions, proceedings, costs charges, claims, expenses and demands in proportion as the same shall be found to have been due to its negligence, but such contribution and/or waiver of the right of indemnity shall in those circumstances (save in the respect of a claim for death or personal injury) not exceed the contract price.
- b. The Customer is accordingly advised to insure at its own expense against the risks of liability to third parties in respect of injury, loss damage or expense arising out of the contract including any loss, damage or expense caused wholly or in part by the negligence of the Company and/or Others.
- c. For the purpose of this Clause the Company is or shall be deemed to be acting as agent and/or trustee on behalf of and for the benefit of its directors, servants and agents from time to time and such persons shall to this extent be deemed to be parties to the contract.
- d. The Customer warrants to the Company that it has all appropriate licences and consents in respect of any intellectual property rights for the use of software on any computer in respect of which the Company is to carry out work or supply of services and the indemnity contained at clause 9(a) above shall apply in the event of any actions or proceedings against the Company or any costs charges claims expenses or demands suffered or incurred by the Company arising from the absence of licence or consent

10. PASSING OF PROPERTY The property in the goods shall pass from the Company to the Customer when the whole of the purchase price has been paid. Until such time the goods shall remain the property of the Company and the Customer shall ensure that the goods are clearly labelled as such and shall allow the Company free access to the goods to inspect. Furthermore, until such time as payment is made the Customer will not deal with, pledge, charge, process (including integrating the goods with other produce) sell or otherwise dispose of the goods or allow any lien to arise thereon without first obtaining the written approval of the Company. The written approval, if given, may be subject to such terms as the Company may think fit. All reasonable costs incurred in investigating the Customer's request for approval and where appropriate preparing and issuing the approval shall be for the Customer's account. The risk of loss or damage to the goods passes to the Customer on delivery and accordingly the Customer shall thereafter insure the goods against such risks as it thinks appropriate.

11. DEFAULT IN PAYMENT If the Customer shall default in any payment due, the Company shall, on giving notice thereof in writing have the right to: (a)Cancel any credit terms and/or (b)Suspend any outstanding delivery of goods or services or part thereof until default of payment has been made good: and/or (c)Recover possession of and remove from the Customer's premises the goods that form the subject matter of the Contract. The Customer shall afford to the Company free access to the premises and such facilities as may be necessary to recover the goods : and/or (d)Charge interest on all or any of the sums due at the rate of two (2) per cent per calendar month. The above rights are without prejudice to any other rights or remedies that the Company may have. No waiver by the Company of their rights under this Clause shall be deemed to imply acceptance or condonation of the default or any subsequent default in payment All cheques returned by the Company's bank as unpaid will give rise to a charge to the Customer of £20.00 per cheque and any credit terms for the benefit of the Customer shall immediately be withdrawn at the entire discretion of the Company

12. **BANKRUPTCY OR LIQUIDATION**

- a. If the Customer shall become bankrupt or if the Customer being a company goes or is put into liquidation, otherwise than by voluntary liquidation for the purpose only of amalgamation or reconstruction, or if the Customer shall enter into any arrangement or composition with his creditors or if a Receiver of the Customer's assets or undertaking or any part thereof is appointed the Company may at its option determine the contract and refuse to make any further supplies without prejudice to any claim or right the Company may otherwise have or exercise.
 - b. Without prejudice to any other right of lien the Company may have the Company shall be entitled on the occurrence of any of the events described in (a) above, to a general lien on all equipment of the Customer in the Company's possession (although goods and services or some of them may have been paid for) for the unpaid price of any other goods or services sold or delivered to the Customer by the Company under the same or any other contract
13. **LAW** The proper law in respect of the Contract shall be English Law and any disputes under this Agreement shall be adjudicated by the English Courts and for the purposes of these terms and conditions the contract is made at the Company's premises.
14. **ASSIGNMENT** The Customer shall not assign any benefit under the Contract without the consent in writing of the Company, which may if given, be on such terms as to guarantee or indemnity or otherwise as the Company thinks fit.
15. **NOTICE** Any Notice given under or pursuant to the contract shall be in writing and may be given by hand or by post and shall be deemed duly served if left at or sent by first class post to the last known address of the relevant party. Any such Notice shall be deemed duly served when the same is handed to or left at the address of the party to be served and if served by post on the day (not being a Sunday or Public Holiday) next following the day of posting.
16. Any provision or provisions of these Terms and Conditions which is in any way held to be invalid or unenforceable shall to the extent of which invalidity or unenforceability be deemed severable and shall not invalidate any other provision or provisions of these Terms and Conditions.
17. No person other than the Customer and the Company shall require any rights under any contract pursuant to these terms and conditions whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.