

TERMS AND CONDITIONS OF SALE AND REPAIR

1. Definitions

"The Purchaser" shall be the person, body or corporation referred to on order or invoice and where the context shall also include any authorized representative, servant, agent or employer, "The Equipment" shall refer to the items of equipment more specifically listed in the schedule which BJ COMPUTERS UK Ltd has agreed to supply to the Purchaser at the price or prices stated therein.

"The Services" shall be the services, which BJ COMPUTERS UK Ltd has agreed to supply to the Purchaser at the price or price stated in the schedule.

"The Delivery date" shall be the date the equipment shall be delivered to the Purchaser's premises in readiness for installation and/or use so specified in the schedule.

"The installation Date" shall be the date when BJ Computers UK Limited commences installation of the equipment as specified in the schedule.

"The Completion Date" shall be the date when the installation of the equipment or provision of the services by BJ Computers UK Limited shall have been concluded in the opinion of BJ Computers UK Limited.

"The Schedule" shall be the document annexed hereto and specifying details of the equipment, the delivery date and the installation and the price or prices to be paid there for which documents shall be designated.

"The Quotation" and when signed by the purchaser shall be designated the "Order Form".

2. AGREEMENT TO SELL

(a) BJ Computers UK Limited agrees to sell to the Purchaser and the Purchaser agrees to purchase the equipment or services specified in the schedule at the prices stated therein and upon the terms and conditions hereinafter contained.

(b) The deposit referred to in the schedule shall be payable to BJ Computers UK Limited on the signing of the schedule by the Purchaser which Schedule together with the deposit shall be returned to BJ Computers UK Limited and the balance shall be due on the completion date or any other date specified in the Schedule.

3. DELIVERIES AND INSTALLATION

(a) BJ Computers UK Limited shall use its best endeavors to deliver and install the equipment as the dates and as specified in the Schedule although such dates shall not be binding.

(b) The Purchaser shall ensure that at his own expense prior to delivery and installation and as recommended by BJ Computers UK Limited that a suitable location to house the equipment and a suitable power supply and all licenses and consents have been obtained where applicable.

(c) BJ Computers UK Limited will not be responsible for making arrangements or for the costs and charges relating to connection of the equipment to any telecommunications network or private wire. No liability will be accepted by BJ Computers UK Limited owing to delays caused by any other network or equipment supplier.

(d) If by reason of the Purchaser's default the equipment or services specified in the Schedule cannot be completed BJ Computers UK Limited may at its option (Without prejudice to its right to claim damages) suspend performance of the services or delivery of the equipment and treat this contract as repudiated and store the equipment at the expense and risk of the Purchaser or cancel the contract and forfeit the deposit.

4. PAYMENT

(a) The Invoice will be submitted on or before the completion date and will become due and payable by the Purchaser immediately on the completion date. Time for payment shall be deemed to be of the essence not withstanding any complaints that the installation has not been properly carried out. Claims and complaints must be submitted in writing to BJ Computers UK Limited within 7 days of completion or they will be deemed waived. Following any such complaint, BJ Computers UK Limited will in its discretion and its option undertake further work.

(b) Interest shall be charged by BJ Computers UK Limited at 3% per month or part thereof on all sums overdue for payment pursuant to clause 4(a) above.

(c) Any costs and expenses incurred by BJ Computers UK Limited in collecting payment shall be reimbursed by the Purchaser together with any interest accruing in accordance with clause 4(b).

(d) BJ Computers UK Limited shall be entitled to factor the invoice rendered on the Purchaser (which consent on the part of the Purchaser is hereby deemed to be given) should BJ Computers UK Limited at its discretion so determine to do. In such event and on notice being duly given to the Purchaser of this fact payment shall be made to the factoring agent so notified as being entitled to receive payment

5. RETENTION OF PAYMENT

(a) The risk in the equipment delivered to the Purchaser shall pass to the Purchaser on the day of such delivery.

(b) Until payment in full as specified in the Schedule has been received the following shall apply

(i) The Purchaser shall hold the equipment in a fiduciary capacity, as Bailee and the equipment shall remain the property of BJ Computers UK Limited.

(ii) If the Purchaser purports to sell the equipment before title passes (with or without the consent of BJ Computers UK Limited) the purchaser shall hold the proceeds of sale, whether cash or kind, in trust for BJ Computers UK Limited and forthwith following such sale shall account to BJ Computers UK Limited for such proceeds. (iii) Should any default be made by the Purchaser in paying any sum due under any invoice 30 days after it becomes due BJ Computers UK Limited shall have the right in giving 24 hours notice in writing of its intention so to do to enter to the Purchaser's premises and seize the equipment therein and for the purpose the Purchaser hereby grants to BJ Computers UK Limited an irrevocable license to enter their premises for such purpose and all costs incurred by BJ Computers UK Limited in the repossession of the equipment shall be borne by purchaser.

(iv) Notwithstanding any repossession of the equipment the Purchaser shall remain liable to pay the full price for the same.

6. LIEN

In addition to any other rights or lien to which BJ Computers UK Limited may be law or any other terms entitled BJ Computers UK Limited shall be entitled to a general lien on any property of the Purchaser in its possession whether paid or not, and a right of sale of such property at BJ Computers UK Limited sole discretion for any unpaid money due under any contract between BJ Computers UK Limited and the Purchaser.

7. EQUIPMENT

All equipment supplied, delivered, installed may be subject to modifications or changes in design but notwithstanding the same the Purchaser shall be obliged to accept such equipment so changed and modified in fulfillment of the order.

8. TERMINATIONS OR CANCELLATION

BJ Computers UK Limited shall be entitled to suspend any delivery of equipment, Installation and provision of services under this or any contract in the event of:

(i) Any distress, execution or other legal process being levied upon any of the Purchaser's assets.

(ii) Non-payment of any monies due from the Purchaser to BJ Computers UK Limited and in such event or any repudiation or cancellation of the contract by the Purchaser then BJ Computers UK Limited shall be entitled to recover as damages from the Purchaser (as) the value of any goods and/or services supplied, and (b) Any profit which BJ Computers UK Limited would have made on the contract.

9. EXCLUSION

(a) BJ Computers UK Limited cannot guarantee when carrying out any installation of equipment that it will not disrupt the work or services of, or cause any inconvenience to, the Purchaser and cannot accept any liability for any loss or damage directly arising therefrom

(b) BJ Computers UK Limited wishes to restrict its liability for negligence as reasonably permitted under the Unfair Contracts Terms Act 1997 and will not be liable for any consequential loss, loss of profits, injury, damage and delay arising out of the negligence on the part of BJ Computers UK Limited.

(c) BJ Computers UK Limited shall not be liable for and the Buyer shall indemnify and hold BJ Computers UK Limited harmless against any claim by or loss or damage to any person or property directly or indirectly occasioned by or arising from the use or operation (other than BJ Computers UK Limited) or possession of any of the equipment and from negligence (including the use of any part of the equipment otherwise than in accordance with manufacturers of BJ Computers UK Limited operating instructions and manuals) or misuse by or on the part of the Purchaser or any person or persons other than BJ Computers UK Limited.

10. WARRANTY AND RETURNS

(a) All hardware sold by BJ Computers UK Limited is guaranteed to the extent only of the original manufacturer's warranty for a period 12 months from the date of delivery.

(b) BJ Computers UK Limited guarantees that any software supplied by it and which is in a standard form and produced by someone other than BJ Computers UK Limited is guaranteed only to the tasks described in the manual by such manufacturer.

(c) BJ Computers UK Limited will assume no responsibility that the goods concerned herein are fit for any particular purpose for which they are being bought other than the purpose set forth and specified in the user manual supplied herewith.

(d) BJ Computers UK Limited reserves the right to inspect and test all defective goods. No replacement or exchange shall be made if the returned goods are found to be not defective or meet manufacturer's specifications and the Purchaser shall be charged delivery and repackaging of such goods.

(e) Any goods purchased from BJ Computers UK Limited, which are found to be defective on delivery, must be notified to BJ Computers UK Limited immediately. Any such goods found to be defective will be replaced or made good at BJ Computers UK Limited's option.

(f) Any defect or failure in the goods that occurs within the warranty period shall be notified to BJ Computers UK Limited forthwith.

(g) The Purchaser and BJ Computers UK Limited will comply with BJ Computers UK Limited's 'Returns Policy' set out in the schedule hereto.

(h) Notwithstanding the above, any damages or compensation, which may be, payable as a result of any breach of this contract shall be limited to the total sum not exceeding the total price of goods sold hereunder.

11. RETURNS POLICY

1. The Purchaser shall on delivery inspect the goods for damage and compliance with description.

2. The Purchaser shall notify BJ Computers UK Limited forthwith for any damage or discrepancy in description.

3. The Purchaser shall keep the invoice relating to the purchased goods. Such invoice will be conclusive proof that the goods are covered by BJ Computers UK Limited's warranty.

4. The Purchaser shall notify BJ Computers UK Limited for any defect that occurs within the warranty period immediately.

5. The Purchaser must return goods to BJ Computers UK Limited in their original packaging with all documentation, cabling and software drivers and the Purchaser may be charged for delivery, and testing of the returned goods.

6. THE PURCHASERS ATTENTION IS DRAWN TO THAT IT IS THE PURCHASERS RESPONSIBILITY TO BEAR THE DELIVERY COSTS AND TO INSURE IN THE GOODS. BJ COMPUTERS UK LIMITED ACCEPTS NO RESPONSIBILITY FOR ANY DAMAGE OR LOSS OF GOODS RETURNED TO IT.

7. BJ Computers UK Limited will endeavor to inspect all returned goods and report to the Purchaser within 14 (fourteen) working days.

8. Replacement goods will not be cross-shipped with returns.

12. REPAIRS

a. BJ Computers UK Limited shall not take any responsibility for any equipment (laptops, Computer base units, monitors, printers, software and any other accessories, components and peripherals) damaged, by any accident such as fire and theft, when left by the Purchaser, for repair or any other reasons, at BJ Computers UK Limited premises.

b. BJ Computers UK Limited shall not take responsibility for any equipment left by the Purchaser at its premises for the period of more than 28 days.

13. APPLICABLE LAW

This agreement shall be construed and interpreted in accordance with the laws of England and subjected to the jurisdiction of the English Courts.