

## RS-IT Solutions Limited General Terms and Conditions

1. Unless otherwise agreed in writing by RS-IT Solutions Limited, all services, hardware, software and any other equipment to be provided by RS-IT Solutions Limited will be provided subject to and in accordance with these terms and conditions, which supersede any earlier conditions and override any terms or conditions incorporated or referred to by the customer, and save as otherwise agreed in writing by RS-IT Solutions Limited, all other representations, terms, conditions and/or warranties, express or implied, are hereby excluded and negated. Where RS-IT Solutions Limited agrees to any provision which is inconsistent with, or supplementary to, these conditions then these conditions shall be amended only to the extent necessary to give effect to such additional provision(s).
  - 1.1. All services to be provided by RS-IT Solutions Limited will be provided at the contract rate shown in the Quotation/Contract/Order (plus disbursements at cost). If RS-IT Solutions Limited is required by the customer to spend additional time on the contract, this will be charged at RS-IT Solutions Limited's then current rates, a copy of which will be supplied on request. All prices are put forward on the basis of these conditions and are subject to alteration if these conditions are amended.
  - 1.2. RS-IT Solutions Limited reserves the right to send substitute consultants at any time in order to complete the project on time.
  - 1.3. RS-IT Solutions Limited will at all times be regarded as undertaking the project under a contract for services and shall not be under the day to day control of your staff and shall not be required to use your equipment or to be under exclusive contract to you or to be regarded as part of your business.
2. All invoices are to be paid to RS-IT Solutions Limited by the Customer within the terms of the Quotation/Contract/Order or 30 days of the date of the invoice (the "due date") if not stipulated. All prices exclude VAT and all costs exclude accommodation expenses, which will be re charged at cost and mileage of 67p per mile on round trips of 50 miles or greater. Any reference to "day" in terms of services provided by a unit of a "day" is taken as 7.5 hours, whether taken in part or as a whole.
  - 2.1. RS-IT Solutions Limited shall be entitled to charge the customer interest at 4 percent above Nat West Bank plc. Base rate for the time being in force in respect of any charges and costs remaining unpaid at the due date.
  - 2.2. Where bespoke software has been supplied, the Customer shall supply to RS-IT Solutions Limited test data suitable to test all aspects of the software and RS-IT Solutions Limited shall process such data with the software by way of acceptance testing. Immediately after successful processing of such data, the Customer shall be deemed to have accepted the software. If no such test data is made available, the Customer shall be deemed to have accepted the software at the end of the seven days from the date when RS-IT Solutions Limited supplied the software to the Customer.

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3. RS-IT Solutions Limited undertakes to rectify free of charge any logical defects in any bespoke software which are notified to RS-IT Solutions Limited within three months from the date of acceptance of the software or any part thereof which is separately accepted, Provided that such defects were not and could not reasonably have been discovered by the Customer before acceptance.
  - 3.1. RS-IT Solutions Limited shall not be responsible for rectifying any fault not covered by the above clauses and any further work subsequently carried out by RS-IT Solutions Limited shall be charged for as a maintenance service at RS-IT Solutions Limited's then current rates.
4. The liability of RS-IT Solutions Limited in respect of any failure to provide software in accordance with the contract shall be limited to carrying out the rectification referred to in section 3.
  - 4.1. The customer is responsible for ensuring that it has suitable back-up for its computer systems and data, and the liability of RS-IT Solutions Limited in respect of the consequences of services contracted for or other technical support shall be limited to the restoration of the system back to the state in which it was first encountered, and this liability is subject also to the provision of reliable security media, equipment and systems in working order by the customer prior to the start of any work. Save as aforesaid RS-IT Solutions Limited shall not be liable to the Customer in respect of, and hereby excludes, to the maximum extent permissible by law, all liability for loss or damage of whatsoever kind and howsoever arising, whether in contract or in tort, save that nothing herein shall exclude liability for death or personal injury resulting from the negligence of RS-IT Solutions Limited.
  - 4.2. The liability of RS-IT Solutions Limited in respect of the failure to deliver hardware in accordance with these conditions shall be limited to the warranty contained herein. If an item of hardware is unavailable or unlikely to be available by the estimated delivery date RS-IT Solutions Limited shall have the right to provide a substitute of a similar or equivalent nature or capacity provided that any substitute will be of the same or better quality or specification.
5. RS-IT Solutions Limited shall be entitled to increase the price to provide for any alterations in the Customer's requirements or instructions and any interruptions, delays, unusual hours and additional work caused by the Customer and not normally encountered in the installation of hardware of the type specified, or the tasks for which services are contracted.
  - 5.1. RS-IT Solutions Limited reserves the right to increase the price to cover variations provided that if an item of equipment can be obtained but only at a date not later than three months after the estimated delivery date the Customer shall have the option to wait until such item is available.

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- 5.2. RS-IT Solutions Limited reserves the right to increase the price to cover variations in the cost of contracted in services required to complete the task as a result of complications which RS-IT Solutions Limited was not aware of at the time the contract was made, notwithstanding that RS-IT Solutions Limited will make all reasonable efforts to understand all aspects of the task in making the quotation for services.
6. RS-IT Solutions Limited reserves the right to charge interest and/or administration fees for any payments outstanding after the specified due date. The current interest rate charged by RS-IT Solutions Limited is 1.5% for each month the payment is outstanding. The current rates charged for administration are as follows: late payment; £75 for each calendar month outstanding, £10 for each telephone communication regarding any outstanding balance, £30 for each letter issued regarding any outstanding balance and £10 for a copy of the original invoice. All amounts listed exclude VAT.
7. RS-IT Solutions Limited shall use all reasonable endeavours to deliver the equipment by the estimated delivery date specified in RS-IT Solutions Limited's quotation but shall be under no liability if the equipment is not delivered by such date.
  - 7.1. The Customer shall be responsible for inspecting the equipment for visual damage on delivery and unless written notice of any damage is given by the Customer to RS-IT Solutions Limited within 48 hours of delivery the equipment shall be deemed to have been delivered in an undamaged condition.
  - 7.2. As from the date of delivery the equipment shall be at the sole risk of the Customer who shall keep it insured against all normal risks.
  - 7.3. The property in the equipment shall not pass from RS-IT Solutions Limited, notwithstanding delivery thereof, until the customer has paid the price, plus VAT, in full and all other sums whatever due from the customer to RS-IT Solutions Limited have been paid.
8. The Customer is responsible at its own expense for adequate preparation of the site in accordance with the requirements of the manufacturer. RS-IT Solutions Limited undertakes to provide documentation and advice to enable the Customer to prepare the site with the necessary electrical and other installations and fittings.
  - 8.1. The Customer is responsible for ensuring that any statutory or local or British Telecom regulations are observed.
  - 8.2. The Buyer agrees to pay the cost of installation of the equipment as required by the manufacturer.
9. RS-IT Solutions Limited shall be under no responsibility for maintaining the equipment supplied. All maintenance will be carried out by the manufacturer

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or his agent with RS-IT Solutions Limited approval, such approval not to be unreasonably withheld.

10. RS-IT Solutions Limited and the Customer shall keep confidential any information obtained from the other under the contract and shall not divulge the same to any third party without the consent in writing of the other party.
11. RS-IT Solutions Limited undertakes that, at the time of delivery, the equipment will conform to the specification provided by the manufacturers and that it will be of satisfactory quality.
12. Delivery charges are not included and will be passed on to the customer as they are incurred.
13. In the event of any breach of this Contract or the negligent installation of any equipment by RS-IT Solutions Limited, the remedies of the customer shall be limited to damages, which shall not, under any circumstances exceed the Contract price.
14. All work carried out by RS-IT Solutions Limited will be implemented as far as possible with tools and information available from hardware and software manufacturers, in line with industry recognition for Year 2000 implications. Due to the complexity of networked hardware and software solutions, RS-IT Solutions Limited cannot guarantee to eliminate elements whose operation may be affected by the year 2000, but RS-IT Solutions Limited will identify potential problem areas when it is reasonably able to do so.
15. These terms and conditions and any contract between the parties shall be construed in accordance with, and governed in all respect by, English law, and the courts of England shall have jurisdiction to determine any dispute in relation thereto.

Note the General Terms and Conditions apply only when a formal contract is not in force.