



## CI DISTRIBUTION – TERMS AND CONDITIONS OF SALE

CI DISTRIBUTION

### 1. Definitions

- 1.1 “Customer” The party described as the Customer on the face hereof.
- 1.2 “CIL” Centerprise International Limited (Company Number 1738519) a company carrying on business at Hampshire International Business Park, Lime Tree Way, Chineham, Basingstoke, Hampshire RG24 8GQ.
- 1.3 “Products” Goods including but not limited to computer hardware and software items to be provided by CIL to the customer in accordance with the terms of this Agreement.
- 1.4 “Third Party Software” Means all software owned by or licensed to the Customer from a Third Party Owner (whether or not supplied by CIL) and which comprises part of the Products.

### 2. Order Acceptance

- 2.1 All orders placed with CIL by the Customer for Products shall constitute an offer to CIL, under these terms and conditions, subject to availability of the Products and to acceptance of the order by CIL’s authorised representative.
- 2.2 All orders are accepted and Products supplied subject to these express terms and conditions only. No amendment to these terms and conditions will be valid unless expressly confirmed in writing by CIL’s authorised representative.
- 2.3 It is agreed that these terms and conditions prevail over the Customer’s terms and conditions of purchase.

### 3. Price

- 3.1 Catalogues, price lists and other advertising literature or material as produced by CIL are intended as an indication of price and range of goods and no prices, descriptions or other particulars contained therein shall be binding on CIL.
- 3.2 All prices given by CIL at the time of order on an ex-works basis and the customer is liable to pay for transport, packing and insurance.
- 3.3 All quoted or listed prices are based on the cost to CIL of supplying the Products to the Customer. If before delivery of the Products there occurs any increase in any way of such costs in respect of the Products which have not yet been delivered, the price payable may be subject to amendment without notice at CIL’s discretion.
- 3.4 All prices are exclusive of Value Added Tax and any similar taxes. All such taxes are payable by the Customer and will be applied in accordance with UK legislation in force at the tax point date.

### 4. Payment and Title

- 4.1 Invoices will be dated by CIL on the date of despatch of the Products. Invoices are payable by the Customer within 30 days from the date of the invoice. Payment not received when payable will be considered overdue and will be subject to interest from the date payable at the rate of 4% per annum above the base rate for the time being of HSBC Bank Plc. Such interest shall accrue on a daily basis and be payable on demand after as well as before Judgement.
- 4.2 Full title and property to the Products shall only pass to the Customer when all prices, taxes and charges due in respect of the Products and any Products previously supplied to the Customer have been paid.
- 4.3 Until such time as the property in the Products passes to the Customer, the Customer shall hold the Products as CIL’s fiduciary agent and bailee and shall keep the Products properly stored, protected and insured and identified as CIL’s property. Until that time the Customer shall be entitled to re-sell or use the Products in the ordinary course of its business, but shall account to CIL for the proceeds of sale or otherwise of the Products, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Customer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.
- 4.4 Until such time as the property in the Products passes to the Customer (and provided the Products are still in existence and have not been resold) CIL shall be entitled at any time to require the Customer to deliver up the Products to CIL and, if the Customer fails to do so forthwith, the Customer hereby agrees that CIL may enter upon any premises of the Customer or any Third Party where the Products are stored and repossess the Products.
- 4.5 Any power of sale or right to use such Products which the Customer might have shall immediately cease if an Administrative Receiver is appointed over all or part of its assets or if it is adjudicated bankrupt or enters into liquidation whether compulsory or voluntary, or if the Customer makes an arrangement with its creditors, or generally becomes unable to pay its debts within the meaning of the Insolvency Act 1986 or any amendment thereof or any similar Act or Statute in any other jurisdiction.
- 4.6 On termination of the Customer’s power of sale or right to use the Products the Customer will immediately hold the Products to the order of CIL.
- 4.7 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Products which remain the property of CIL, but if the Customer does so, all moneys owing by the Customer to CIL shall (without prejudice to any other right or remedy of CIL) forthwith become due and payable.
- 4.8 CIL shall not be obliged to continue to sell Products to the Customer. In the case of a Sale of Products delivered in instalments or batches CIL shall be entitled to withhold delivery of any instalment or batch in the event that the Customer is in breach of any of its obligations to CIL under the terms of this or any other contract including, but not limited to, any period when payment is overdue. At any time during such period CIL may rescind any contract it has with the Customer.
- 4.9 CIL reserves the right to withdraw any credit facility so as to render the whole of the Customer’s account due for payment forthwith.

### 5. Delivery & Risk

- 5.1 The Products shall be treated as delivered to the Customer when CIL makes them available to the Customer at the Customer’s premises or such other delivery point agreed in writing by CIL or to any agent or carrier appointed by the Customer.
- 5.2 Any time quoted for delivery is to be treated as an estimate only. Delivery may be postponed because of conditions beyond CIL’s reasonable control.
- 5.3 In no event shall CIL be liable for any damages or any penalty for delay in despatch or delivery.
- 5.4 Any request by the Customer to re-schedule any delivery will only be considered by CIL if made at least 12 hours before the despatch of the Products is due and shall be subject to acceptance by CIL at CIL’s sole discretion, and subject to a reasonable administration charge therefore by CIL. The Customer hereby agrees to indemnify CIL against all loss, costs (including the costs of labour and materials used and overheads incurred), damages, charges and expenses arising out of the re-scheduling of the order.
- 5.5 Risk shall pass to the Customer at the time the Products are delivered by CIL.
- 5.6 If Products (including part of any batch of Products) have not been received, the Customer must notify CIL within 7 days of the date of the invoice. If proof of delivery is required, this must be requested in writing within 14 days of the date of the invoice.
- 5.7 If the Customer fails to take delivery of the Products or any part of them when delivery is tendered by CIL or its duly appointed agents, CIL shall be entitled to store or arrange for storage of the Products and delivery shall be deemed to have taken place, risk in the Products shall pass to the Customer and the Customer shall pay to CIL all costs and expenses including storage and insurance charges arising from its failure.
- 5.8 In the event that any Products are damaged or defective on delivery the Customer shall notify CIL in writing within 3 days of delivery of any such damage or defect and shall retain the Products and their packaging at the Customer’s risk until inspected by CIL or its agent. Failure by the Customer to notify CIL within such period of any damage or defect shall be deemed to be a waiver of the Customer’s rights against CIL in respect of the Products.

**6. Products Specification**

- 6.1 CIL will not be liable for any loss or damage caused by or resulting from any variation for whatsoever reason in the manufacturer's specification or technical data and will not be responsible for any loss or damage resulting from curtailment or cessation of supply following such variation. CIL will use its reasonable endeavours to advise the customer of any such impending variation as soon as it receives any notice thereof from the manufacturer.
- 6.2 Unless otherwise agreed, the Products are supplied in accordance with the manufacturer's standard specifications as these may be improved, substituted or modified. CIL reserves the right to increase its quoted or listed price, and to charge accordingly in respect of any orders accepted for Products of non-standard specifications.

**7. Proprietary Rights in Software**

- 7.1 No title or ownership of software Products or any third party software licensed to the Customer under this agreement is transferred to the Customer under any circumstances.
- 7.2 The Customer hereby acknowledges that it is its sole responsibility to comply with any terms and conditions of licence attaching to Third Party Software supplied and delivered by CIL (including if so required the execution and return of a Third Party Software licence) and agrees to do so. The Customer is hereby notified that failure to comply with such terms and conditions could result in the Customer being refused a software licence or having the same revoked by the proprietary owner. The Customer hereby further agrees to indemnify CIL in respect of any costs, charges or expenses incurred by CIL at the suit of a Third Party Software owner as a result of any breach by the Customer of such conditions.

**8. Warranties by CIL**

- 8.1 CIL warrants that it has good title or licence to supply all Products to the Customer.
- 8.2 If any part of the hardware Products should prove defective in materials or workmanship under normal operation or service, such Products will be repaired or replaced only in accordance with any warranty cover and terms PROVIDED THAT the products are only used with equipment which CIL has confirmed in writing to be compatible with the Products and that no unauthorised modifications to the Product or to the system of which the Product forms part have taken place and that the defect is not caused by any cause other than ordinary use including without limitation, accident, hazard, misuse or failure or fluctuation of electric power, air conditioning, humidity control or other environmental conditions. The Customer shall be responsible for the cost of labour or other expenses incurred in repairing or replacing defective or non conforming parts.
- 8.3 All software Products supplied hereunder are supplied "as is" and the sole obligation of CIL in connection with the supply of software Products is to use all reasonable endeavours to obtain and supply a corrected version from the manufacturer concerned in the event that any such Product should fail to conform to its product description PROVIDED ALWAYS THAT the Customer notifies CIL of any such non conformity within 90 days of the date of the invoice of the applicable software Products.
- 8.4 If the Products are defective as contemplated by clause 8.2 or 8.3 CIL will only accept the return of such Products provided that it receives written notification thereof giving detailed reasons for rejection and the Products are returned intact together with all documentation and accessories and properly packaged and CIL has agreed to accept return by way of issue of an authorisation notice. CIL will not consider any claim for compensation, indemnity or refund until liability, if any, has been established or agreed with the manufacturer and, where applicable, the insurance company. Under no circumstances shall the invoiced Products be deducted or set off by the Customer until CIL has passed a corresponding credit note.
- 8.5 Except as specifically set out in this clause 8 CIL disclaims and excludes all other warranties whether express or implied by statute or otherwise including but not limited to the warranties of description, design, merchantability and fitness for a particular purpose or arising from any previous course of dealing usage or trade practice.

**9. Indemnities and Limits of Liability**

- 9.1 CIL will indemnify the Customer for direct physical injury or death caused solely by defects in any of the Products or caused solely by the negligence of CIL's assigned employees acting within the course of their employment and the scope of their authority.
- 9.2 CIL will indemnify the Customer for direct damage to property caused solely by defect in any of the Products or caused solely by the negligence of CIL's assigned employees acting within the course of their employment and the scope of their authority. The total liability of CIL under this sub-clause shall be limited to £100,000 or twice the contract price (whichever is the lower) for any one event or series of connected events.
- 9.3 Except as stated in clause 9.1 and 9.2 above CIL disclaims and excludes all liability to the Customer in connection with these terms and conditions including the Customer's use of the Products and in no event shall CIL be liable to the Customer for special, indirect or consequential damage arising from use of the Products. All terms of any nature, express or implied, statutory or otherwise, as to correspondence with any particular description or sample, fitness for purpose or merchantability, are hereby excluded.
- 9.4 The Customer shall indemnify and defend CIL and its employees in respect of any claims by third parties which are occasioned by or arise from any CIL performance pursuant to the instructions of the Customer or its authorised representative.

**10. Relationship of the Parties**

- 10.1 The relationship between CIL and the Customer is that of independent contractor. Neither party is the agent of the other and neither party has any authority to make any contact or make any obligation expressly or impliedly in the name of the other party.

**11. Export and or Re-Export Limitation**

- 11.1 Regardless of any disclosure made by the Customer to CIL of an ultimate destination for the Products the Customer shall not export or re-export any Products without first obtaining all such written consents or authorities as may be required by any applicable Government regulations.

**12. Contract**

- 12.1 The headings in this Agreement are for ease of reference only and shall not affect the interpretation or construction.
- 12.2 No forbearance delay or indulgence by CIL in enforcing its respective rights shall prejudice or restrict its rights and no waiver of any such rights or of any such breach of any contractual terms shall be deemed to be a waiver of any other or any later breach.
- 12.3 The Customer agrees not to assign any of his rights herein without the prior written consent of CIL.
- 12.4 In the event of any of these terms and conditions or any part of any of them being judged illegal or unenforceable for any reason the continuation in full force and effect of the remainder of them shall not be prejudiced.
- 12.5 Neither party shall be liable to the other for any delay in or failure to perform its obligation hereunder (other than payment of money) where such delay or failure results from force majeure, act of God, fire, explosion, accident, industrial dispute or any other cause beyond its reasonable control.
- 12.6 Any documents or notices given hereunder by either party to the other must be in writing and may be delivered personally or by recorded delivery, registered post or facsimile transmission and in the case of first class post will be deemed to have been given two working days after the date of posting and if by facsimile transmission when despatched. Documents or notices shall be delivered or sent to the addresses of the parties on the first page of this Agreement or to any other address notified in the normal course of trading in writing by either party to the other for the purposes of receiving documents or notices after the date of this Agreement.
- 12.7 These terms and conditions shall be governed and construed in accordance with English law and the parties submit to the non exclusive jurisdiction of the English Courts.

SIGNED.....

DIRECTOR/COMPANY SECRETARY .....

COMPANY .....

DATE .....