

Arkel Computer Services Ltd (hereafter referred to as ACSL) Standard Terms and Conditions of Sale

1. INTERPRETATION

1.1 In these Conditions unless the context otherwise permits:-

"Authorised Representative" means a person whose job title is that of Director or Managing Director or a person who holds the office of director.

"Consumer" shall mean any natural person who in the contract with the Customer is acting for purposes that are not related to his trade, business or profession.

"Customer" means the person, firm, company, entity or organisation with whom ACSL contracts for the sale of Products and/or supply of Services.

"the Conditions/ these Conditions" means the standard terms and conditions of sale set out in this document or such replacement standard terms and conditions notified to Customer as are in force at the date of the Contract and which at that date appear on ACSL's web site and/or which are available on request at ACSL's principal trading address at 38 Granville St, Market Harborough, Leics LE16 9EX England

"the Contract" means any contract for the purchase and sale or other supply of Products and/or the supply of Services by ACSL to a Customer.

"Electronic Means" means any electronic means including without limit on the Web, by EDI or XML, or Inside Line@.

"ACSL" means Arkel Computer Services Ltd (registered in Wales number 1666681) with its registered office at 2 Bramley Close, Market Harborough Leics, LE16 7PJ England.

"Products" means any Products (including, for the avoidance of doubt software and instalments of the Products or any parts of or for them) sold by ACSL to a Customer.

"Services" means any services supplied by ACSL to the Customer.

"Special Order Products" shall mean Products that are classified in ACSL's current comprehensive product listing as special order products or have been ordered specifically by Customer or configured to Customer's specifications.

1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

1.3 The Conditions shall apply to sales of all Products including Special Order Products ordered for shipment to or within the UK mainland. ACSL reserves the right to apply supplemental or other terms for Products to be shipped by ACSL outside the UK mainland.

1.4. Without prejudice to the application of these Conditions additional and more detailed terms may apply for certain Products and suppliers including specific terms applicable to special prices offered by suppliers through ACSL ("Special Terms") and additional terms may apply with respect to ACSL's delivery and other aspects of its business. Any additional terms and the updated Special Terms will be made available on ACSL's web sites. It is the Customer's responsibility to be aware of and adhere to the additional and Special Terms as current from time to time, and by ordering Products from ACSL the Customer agrees to be bound by additional and Special Terms.

2. BASIS OF THE SALE

2.1 All Contracts between ACSL and a Customer shall be governed by these Conditions (and, where applicable, any other terms and conditions pursuant to Clause 1.3 and/or Clause 1.4) to the exclusion of any other terms and conditions not accepted in writing by an Authorised Representative of ACSL, including without limit any terms on or referred to in any Customer purchase order. In the case of orders placed by Electronic Means which refer to any terms and conditions of the Customer ACSL's automatic taking on to its system of such order shall amount to a rejection of the Customer's terms and conditions and an offer to supply the Products ordered on the basis of these Conditions. No variation to these Conditions shall be binding unless agreed by letter signed by an Authorised Representative of ACSL. It is the Customer's responsibility to be aware of the Conditions as current from time to time but ACSL will use best efforts to notify Customer of any material changes to the Conditions before they become applicable. In addition to any acceptance of these Conditions by signing ACSL's account application form, the Customer's acceptance of these Conditions shall also be made (in respect of the first Contract and all subsequent Contracts) either by (1) Customer providing a purchase order to ACSL or (2) Customer accepting Products or Services from

ACSL, whichever occurs first.

2.2 No employee or agent of ACSL other than an Authorised Representative has any authority to make any representation at all concerning Products or Services and an Authorised Representative has no authority to make such representation other than by letter (an "authorised representation") and accordingly Customer agrees that in entering into any Contract it does not rely on any unauthorised representation and Customer agrees it shall have no remedy in respect of any unauthorised representation (unless made fraudulently).

3. CUSTOMER IDENTIFICATION

3.1 In placing an order including by Electronic Means Customer may utilise one or a combination of account name, account number and other forms of identification including password or other code issued to Customer (together and individually "Customer's Identification" or "Customer Identification").

3.2 It is the Customer's responsibility to keep the Customer's Identification confidential. Customer has the sole responsibility for its Customer Identification. Customer shall immediately inform ACSL in case of loss of password or in case of any abuse or attempted abuse of Customer password or other Customer Identification. Customer agrees that Customer is entirely responsible for use of Customer's Identification and that it is Customer's responsibility to have in place security measures and procedures to ensure use of its Customer Identification only by authorised personnel for authorised purposes.

3.3 Customer agrees that ACSL is entitled to rely absolutely on any orders placed on ACSL which have utilised Customer's Identification and to deliver as directed by such orders and to invoice and be paid in respect of such orders.

3.4 Customer agrees that any order placed on ACSL including by Electronic Means mentioning or utilising Customer's Identification is a valid and binding purchase order.

3.5 Customer acknowledges that ACSL cannot guarantee the security of the Internet and the possibility of interception or corruption of data transmitted from Customer to ACSL using correct Customer Identification, and that ACSL is nonetheless entitled to rely on data transmitted in the form it is received at ACSL.

4. ARKEL INFORMATION

4.1 All Product pricing, description, availability and related information ("Information") provided by ACSL, in any form, is the property of ACSL or its suppliers. ACSL hereby grants Customer a limited, non-exclusive, non-transferable license to use the Information for its internal use only for the purpose of Customer's purchases and sales of Products sold by ACSL to it. ACSL shall be entitled to stop the provision of Information at any time without notice. Customer agrees to hold in confidence and not to directly or indirectly use, reveal, report, publish, disclose or transfer to any other person or entity any of the Information or utilise the Information for any purpose except as permitted herein. ACSL makes no warranty, either express or implied on the Information or its accuracy. All Information is provided to Customer "as is." If ACSL provides Information to Customer by Electronic Means, Customer agrees to update such Information regularly to ensure its accuracy. Specifically but without limitation Customer is not entitled to utilise Information for any purpose other than in the normal course of business of a reseller and is not entitled to use, reproduce or display the Information in any way, which in ACSL's opinion; (1) would enable it to be identified as information obtained from ACSL (2) would enable comparison of the Information with other suppliers' information relating to Products or (3) could be damaging to ACSL's business interests.

4.2 ACSL agrees to hold in confidence and not to directly or indirectly use, reveal, report, publish, disclose or transfer to any other person or entity any Customer sensitive information or utilise such information for any purpose if Customer has notified ACSL in writing that such information is confidential. Customer agrees that ACSL may disclose to its suppliers certain details (including personal data) about the Customer and ACSL's sales of the respective suppliers' Products to the Customer.

5. ORDERS AND SPECIFICATIONS

5.1 The Customer shall be responsible to ACSL for ensuring the accuracy of the terms of any purchase order, and shall be sole responsible for its selection of Products on any purchase order and the fitness of the Products for any particular purpose. ACSL disclaims any liability for any errors in the Customer's purchase order.

5.2 ACSL reserves the right to make any changes to the Contract due to changes in the specification of the Products made by its suppliers or changes that are required to conform with any applicable safety or other statutory requirements. These changes will be duly notified to the Customer. The Customer cannot cancel or reschedule the Contract provided the changes do not alter the material terms of the Contract. For other types of changes, the possibility of cancellation will be subject to ACSL's discretion and conditions.

5.3 ACSL is under no obligation to accept the withdrawal of an order or the cancellation of a Contract which has been accepted by ACSL. If ACSL agrees to accept the Customer's withdrawal of any order or the cancellation of a Contract such agreement will only be effected by means of letter, fax or email signed or sent by an Authorised Representative of ACSL.

5.4 Notwithstanding any other terms of these Conditions it is agreed that the provision or display of Product pricing and other Information (as defined in

Clause 4.1) by ACSL to Customer does not amount to an offer by ACSL to sell such Product at that price or on any other terms. Supply of such Information is only an invitation to treat. An order by the Customer for Product or Services shall be the offer.

5.5 Notwithstanding any acceptance by ACSL of any offer to purchase Products, if there has been a material or obvious pricing error by ACSL, ACSL shall be entitled within 30 days of its acceptance of such offer to either invoice the Customer for the Customer's true list price (not exceeding the prevailing market price at wholesale level) of the Product at the date of order or, if the Customer shall prefer, collect the Product at ACSL's expense and credit the Customer for any charges (e.g. price and freight) invoiced by ACSL.

5.6 Orders for direct shipment to Customer's customers or Special Order Products may require the Customer's acceptance of additional terms including prepayment of the order and will be subject to additional fees.

5.7 ACSL will set minimum order levels and charge additional fees for any order below such levels. Current minimum order levels can be found on ACSL's web site.

6. PRICE OF THE PRODUCTS

6.1 Subject to the provisions of Clause 5.5 and Clause 6.2:-

6.1.1 Prices for Products in ACSL's stock ready to be shipped will be established at the time the order is accepted by ACSL;

6.1.2 If the Customer places an order for Products not in stock at the time of order (a "Backorder") or the Customer places an order for scheduled delivery, such orders shall be irrevocable and the price for such Products shall be the price established at the time the Backorder or scheduled delivery is accepted by ACSL.

6.2 Notwithstanding any of the foregoing ACSL reserves the right to increase its prices after acceptance of a Backorder or scheduled delivery due to an increase in its supplier's price to ACSL or an increase in direct costs to which ACSL becomes subject (including without limit costs resulting from currency fluctuation) but ACSL shall only increase its price by such level as is necessary to reflect such increases.

6.3 All prices quoted by ACSL exclude the cost of transport from ACSL's warehouse to the Customer's receiving point, as well as configuration, fulfilment and other services provided by ACSL.

6.4 All prices and charges are exclusive of any applicable Value Added Tax, which the Customer will be additionally liable to pay to ACSL. Unless otherwise stated prices exclude any copyright levies, waste and environmental fees, and similar charges that ACSL by law or statute may or shall charge or collect upon resale.

6.5 If Customer is offered special pricing for certain orders and such pricing is made available to ACSL from its suppliers ("Special Bids"), the Customer shall adhere to the applicable Special Terms and other terms and conditions of such Special Bids and agrees to indemnify ACSL for any claims made against ACSL by the suppliers for Customer's non-compliance with the supplier's terms and conditions. Customer agrees to pay any service fees charged for ACSL's pass-through of Special Bids and other supplier driven benefits the Customer may receive, including any marketing funding, price protection and individual rebates, and agrees that pass-through and payment of such benefits will be subject to ACSL having received the benefits from its supplier. The Special Terms may oblige the Customer to comply with certain requirements including but not limited to (i) the sale of the Products only to specifically named end-users; (ii) the disclosure of end-user information to ACSL and its suppliers for the purpose of end-user verification; and (iii) the submission of copies of end-user invoices, end-user purchase orders or end-user shipping documents to ACSL and its suppliers. Subject to the Special Terms applicable for the individual suppliers and Products, non-compliance with the Special Terms may entitle ACSL and/or its suppliers to reclaim and invoice the Customer in full for all discounts, rebates and other special price conditions granted to the Customer under the special price.

7. TERMS OF PAYMENT

7.1 Educational Establishments will automatically be granted a credit account. If the establishment abuses this facility all future orders must be accompanied by payment on order. For non educational establishments unless ACSL shall have previously agreed in writing with the Customer that the Products shall be supplied on credit, payment for the Products shall be made in full by the Customer with the Customer's order or on delivery or collection of the Products as determined by ACSL. If payment is made by credit or debit card the Customer agrees to pay all fees and service charges incurred by ACSL for the handling of such transaction including fees charged by the card company to ACSL.

7.2 Where ACSL has agreed to supply the Products on credit Customer shall pay the price of the Products within 30 days of the date of ACSL's invoice notwithstanding that title to the Products has not passed to the Customer. Customer may take advantage of an early payment discount subject to meeting the conditions detailed on ACSL's web-site. Customer shall not deduct or set off any other amount against the invoice as compensation for any payment made prior to the due date. Invoices will be dated the day of dispatch of the Products. ACSL shall be entitled at its absolute discretion to alter payment terms (other than on concluded Contracts) and withdraw or alter any credit limit granted at any time with notice. If Customer exceeds its credit limit or fails to qualify for continued credit terms, ACSL may, at its sole discretion, delay subsequent shipments or require prepayment until ACSL determines that Customer is once again qualified to receive credit terms. Customer shall not set off or withhold any amount due to ACSL against its receivables without

ACSL's prior written approval, and shall in the event of a bona fide dispute, pay any undisputed part of the invoice.

7.3 The time of payment shall be of the essence. If the Customer fails to make a payment on the due date then without prejudice to any other right or remedy available to it ACSL shall be entitled to:-

7.3.1 cancel the Contract or suspend any further deliveries or suspend any Services to the Customer; ACSL may at its discretion grant Customer a reasonable cure period before cancelling the Contract due to non-payment;

7.3.2 appropriate any payment made by the Customer to such of the Products as ACSL may think fit (notwithstanding any purported appropriation by the Customer);

7.3.3 charge the Customer interest (both before and after judgement) on the amount unpaid at the rate of 5% per annum above HSBC plc base rate from time to time until payment in full is made such interest being calculated on a daily basis.

7.4 Customer may be requested to provide ACSL's Credit Department with copies of its annual financial statements and its quarterly statements within sixty (60) days of the close of the fiscal period to which they relate. Customer shall inform ACSL promptly if there is a change of ownership or control of Customer or its direct or indirect parent company (excluding changes of ownership of the shares of a publicly quoted company which do not result in a change in control of the company's board of directors or other governing board), a management buy-out, or all or a substantial part of the Customer's assets are sold or otherwise transferred to any non-affiliated company or member of the Customer's group of companies.

7.5 In the event Customer intends to sell, assign, factor or otherwise transfer any book debt owed to Customer or to enter into any form of invoice discounting arrangement Customer agrees to inform ACSL in writing prior to entering into any such arrangements.

7.6 It is ACSL's policy not to accept cash as a method of payment for Products or Services.

7.7 If ACSL issues a credit note and the Customer does not utilise the credit note within a period of 12 months from the date of its issue ACSL shall have the right to cancel the credit note and the Customer shall not be entitled to a replacement or any payment in respect of the same.

7.8 Any credit balance shown on a Customer's statement of account issued by ACSL which remains on the statement for a period of 12 months will be forfeited by the Customer who shall no longer have any rights to the same.

7.9 ACSL reserves the right to issue and send all invoices to the Customer in an electronic format, and the Customer accepts to receive all invoices electronically including receipt of invoices by e-mail.

8. DELIVERY

8.1 Delivery of the Products shall take place Free Carrier ACSL's warehouse. Absent specific instructions from the Customer ACSL will select the carrier. Unless the Customer shall have notified ACSL in writing within 5 working days of the date of ACSL's invoice that the Products have not been received or that the Products were damaged then delivery shall be deemed to have taken place in accordance with the Contract and the Customer shall not be entitled to raise any claim of short or mis-shipment or damage to the Products.

8.2 The Customer shall upon receipt of the Products sign the delivery note (proof of delivery) and be responsible for complying with the applicable shipping requirements of ACSL and its carriers details of which are made available at ACSL's web-site. The Customer's sign-off on ACSL's delivery shall be at carton level. ACSL shall be entitled to assume that any person who both reasonably appears and claims to have authority to accept delivery who signs a note in respect of the Products on behalf of the Customer or the Customer's customer (if ACSL has agreed to deliver direct) does in fact have the authority.

8.3 Any dates quoted or scheduled for the delivery of Products are approximate only and ACSL shall not be liable for any delay in delivery of the Products howsoever caused.

8.4 Partial delivery is allowed unless otherwise mutually agreed by both parties. Failure by ACSL to deliver the rest of the Products shall not entitle the Customer to treat the order as a whole as repudiated.

8.5 For the purpose of these Conditions where ACSL has agreed to ship Products direct to the Customer's customer any such shipment shall be deemed to be delivery to the Customer and any refusal by the Customer's customer to accept delivery shall be deemed to be a refusal by the Customer.

8.6 The Customer shall bear all costs associated with the unjustified refusal of Products. If the refusal is made on the grounds that the order was wrongly placed (i.e. wrong product, wrong pricing, etc.) and the refusal is accepted by ACSL, ACSL reserves its right to charge accordingly additional fees for return transportation and administrative expenses related thereto, and original carriage costs will not be reimbursed.

9. RISK AND TITLE

9.1 Risk of damage to or loss of Products shall pass to the Customer at the time of delivery or if the Customer unjustifiably fails to take delivery of Products the time when ACSL has tendered delivery of the Products.

9.2 Notwithstanding delivery and the passing of risk of the Products or any other provisions of these Conditions, title to the Products shall not pass to the Customer until ACSL has received in cleared funds payment in full of:-

9.2.1 the Products; and

9.2.2 all other sums which are or which become due to ACSL from the Customer on any account.

9.3 Until such time as title to the Products passes to the Customer the Customer shall:-

9.3.1 hold the Products as ACSL's fiduciary agent and bailee; and

9.3.2 keep the Products separate to those of the Customer and third parties; and

9.3.3 keep the Products properly stored protected and insured, and identified as ACSL's property; and

9.3.4 accept that Products may be labelled as being ACSL's property until ACSL is paid.

9.4 Until such time as the title in the Products passes to the Customer (and provided the Products are still in existence and have not been resold) ACSL shall be entitled at any time to require the Customer to deliver up the Products to ACSL and if the Customer fails to do so forthwith to enter upon any premises of the Customer or any third party where the Products are stored and repossess the Products.

9.5 The Customer's right to possession of the Products shall terminate immediately if:-

9.5.1 the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any Act for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or

9.5.2 the Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe/perform any of his/its obligations under the Contract or any other contract between ACSL and the Customer or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or

9.5.3 the Customer encumbers or in any way charges any of the Products.

9.6 Customer is entitled to resell the Products in the ordinary course of business. Customer is not able or entitled to offer the Products as collateral or otherwise grant a charge in respect of the Products until title has passed to the Customer in accordance with these Conditions. Customer shall inform its customers that title to the Products is retained by ACSL until Customer has paid ACSL, and shall ensure that its customer has agreed with the Customer that any unpaid Products shall be returned to ACSL in the event of Customer's failure to pay ACSL's invoices when they fall due. The Customer shall upon ACSL's request provide ACSL with all details and information necessary for ACSL to collect the Products.

10. WARRANTIES AND LIABILITY

10.1 ACSL does not manufacture the Products (or where the Products comprise computer software does not publish or license the software) and subject to the conditions set out below in this Clause 10 ACSL only sells the Products with the benefit of the manufacturer's or publisher's or licensor's ("publisher's") warranty (as the case may be).

10.2

10.2.1 ACSL will accept liability for defective Products only to the extent that ACSL is entitled to make a claim under the manufacturer's or publisher's, Dead on Arrival, warranty or other defective goods terms and actually obtains from the manufacturer or publisher a refund credit repair or replacement in respect of the defective Products. Processing of these defective Products shall be made according to the manufacturer's procedure and the instructions set out in Clause 10.4 below. ACSL cannot and shall have no obligation to accept a return of and/or grant a credit for Product not compliant with the manufacturer's procedures.

10.2.2 ACSL shall be under no liability in respect of any defect arising from fair wear and tear wilful damage negligence abnormal working conditions

failure to follow ACSL's or the manufacturer's or publisher's instructions (whether oral or in writing) misuse or alteration or repair of the Products without ACSL's approval.

10.2.3 ACSL shall be under no liability under the above warranty if the total price of the Products has not been paid.

10.3 All warranties, conditions or other terms implied by common law or statute, or otherwise in connection with the sale or supply of goods or goods or services (save, in the case of goods, as to title) are excluded to the fullest extent permitted by law.

10.4 Any claim by the Customer which is based on a defect in the quality or condition of the Products shall be notified to ACSL's Customer Services Department. Upon notification of any such claim by the Customer ACSL shall either notify the Customer whether the policy of the manufacturer of the Products is to deal with the Customer direct (in which case the Customer shall deal with the manufacturer direct provided ACSL gives sufficient details to enable the Customer so to do) or shall provide the Customer with an RMA number (in which case the Customer shall return the Products to ACSL in their original UNMARKED packaging together with details of the RMA number and the Customer's name and address). If ACSL issues an RMA number to the Customer ACSL shall not send any replacement Products to the Customer until after the original Product has been returned to ACSL. This Clause 10.4 shall only apply to Products the Customer is entitled to return to ACSL as provided in these Conditions.

10.5 ACSL shall not be liable to the Customer for any economic or financial loss or damage (including without limit any loss of profits, loss of revenue, liabilities incurred by the Customer to third parties relating to Products delivered or Services rendered by ACSL, or additional expenses incurred or the cost of time spent) or any consequential, indirect, or special loss or damage costs expenses or other claims for consequential compensation whatsoever (including without limit loss of or damage to data or loss of goodwill) incurred or suffered by the Customer and in every case howsoever caused or arising (and whether caused by the negligence of ACSL its employees or agents or otherwise).

10.6 ACSL's liability for direct loss or damage arising from damage to tangible property for which ACSL is liable shall be limited to the VAT exclusive price of the relevant Product or Service. In no event shall ACSL's liability exceed the maximum amount of ACSL's insurance cover.

10.7 Nothing in these Conditions shall in any way exclude or limit any liability ACSL may have for death or personal injury caused by its negligence.

10.8 ACSL shall not be liable to the Customer or be deemed to be in breach of any Contract by reason of any delay in performing or any failure to perform any of ACSL's obligation in relation to the Products or Services if the delay or failure was due to any cause beyond ACSL's reasonable control. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond ACSL's reasonable control:-

10.8.1 Act of God explosion flood tempest fire or accident;

10.8.2 act of terrorism war or threat of war sabotage insurrection civil disturbance or requisition;

10.8.3 acts restrictions regulations bye-laws prohibitions or measures of any kind on the part of any governmental or parliamentary or local authority;

10.8.4 import or export regulations or embargoes;

10.8.5 strikes lock outs or other industrial actions or trade disputes (whether involving employees of ACSL or a third party);

10.8.6 difficulties of ACSL's supplier in obtaining raw materials labour fuel parts or machinery.

10.9 If Customer is selling Products or Services purchased from ACSL to a Consumer the Customer shall ensure the Consumer is given sufficient and appropriate information and descriptions as to the Product's or Services' fitness for the purpose for which the Products or Services are normally used and any particular purpose the Consumer has required or agreed with the Customer. Customer shall not remove or replace any labelling, user manuals, components or other material from the Product as supplied by the manufacturer or ACSL, and shall not in its advertising, marketing or labelling provide any public statements on the specific characteristics of the Products or Services on behalf of ACSL, the manufacturer or their representatives.

10.10 Customer accepts liability for the Products' conformity with the Customer's Consumer contract ('conformity' as defined by the EU Directive 1999/44/CE of May 25, 1999 and legislation implementing the Directive), and Customer shall not offer any warranties or representations to the Consumer as to the quality, fitness for purpose of the Products without the manufacturers' express consent. Customer agrees to hold harmless and indemnify ACSL and the manufacturers against any loss, costs, and damages caused by the Customer's acts or omissions, and non-compliance with the obligations set forth in Clause 10.9, Clause 10.10 and Clause 10.11. If Customer is held liable to the Consumer caused by a Product's lack of conformity resulting from an act or omission by the manufacturer or ACSL, or any other intermediary, Customer may by law or statute be entitled to pursue remedies against ACSL, the manufacturer or any other person liable in the contractual chain. Provided Customer is legally entitled to pursue such remedies and ACSL is held liable by a competent court of law, ACSL's liability to Customer shall be limited to an amount corresponding to the Customer's original purchase price of the Product or Service giving rise to the claim by the Consumer.

10.11 Should the Product warranties offered by the manufacturers or ACSL under these Conditions be restricted compared to the guarantees the Consumer is entitled to under law, the Customer agrees to take sole responsibility towards the Consumer for the excess liability and waives any claim it

may have against ACSL in respect of such excess.

10.12 The Products are subject to the intellectual property rights of ACSL's suppliers (i.e. the Product manufacturers). Customer is not authorised to alter, cover, or remove any reference to such intellectual property rights on the Products, and shall adhere to any guidelines and restrictions provided by ACSL's suppliers if the Customer is granted a right to use such rights in the marketing and resale of Products. ACSL shall have no duty to defend, indemnify or hold Customer harmless from and against any or all claims brought against Customer or damages and costs incurred by Customer arising from the infringement of a third party's intellectual property rights, except to the extent ACSL's supplier is offering such defence or indemnification to ACSL on a pass through basis. Upon threat of claim or claim of infringement, ACSL may, at its option (i) procure the right to continue using any part of Product, (ii) replace the infringing Product with a non-infringing Product of similar performance, or (iii) refund to the Customer the purchase price paid by the Customer for the infringing Product. Notwithstanding any other terms or conditions to the contrary ACSL's liability for infringement of intellectual property rights under these Conditions shall not exceed the Customer's purchase price for the infringing Products.

11. RETURNS AND REPAIRS

11.1 Except for Special Order Products, which are expressly excluded from the terms of this Clause 11 and cannot be returned under any circumstances, if ACSL agrees to accept the return of any Products (other than for the purpose set out in Clause 10 above) or agrees to carry out repairs to other products which have not been purchased from ACSL or agrees to repair Products which are out of warranty the Customer shall not send the same to ACSL unless they are accompanied by an RMA number previously advised by ACSL's customer services department and a copy of the relevant sales invoice and are sent in their original packaging.

11.2 The Customer shall notify ACSL within 5 working days of any delivery discrepancies or Product damages, other than for the purposes set out in Clause 10. If ACSL issues a returns number (RMA), Products must be returned to ACSL within 5 working days of the date thereof.

11.3 If ACSL has agreed to carry out repairs or to replace Products (or any parts thereof) other than for the purpose set out in Clause 10 above the Customer irrevocably authorises ACSL to carry out such repairs or provide such replacements as shall place the Products in proper working order.

11.4 ACSL shall accept no liability for any damage to or loss in transit of Products returned to ACSL whether under this Clause or under Clause 10 above unless ACSL collects the Products using its own carrier.

11.5 If ACSL has agreed to accept the return of Products, other than for the purposes set out in Clause 10 above or for the purpose of carrying out any other repair or replacement, the Products must be returned in their original packaging and in a clean resalable condition, and will be subject to a re-stocking fee at ACSL's discretion, failing which ACSL will refuse to accept the same and the Customer shall remain liable for the price thereof.

11.6 Details of ACSL's returns process and terms can be found on and Customer agrees to comply with this process and abide to the terms when returning any Product to ACSL.

12. INSOLVENCY OF CUSTOMER

12.1 If:-

12.1.1 the Customer makes any voluntary arrangements with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation otherwise than for the purposes of a solvent amalgamation or solvent reconstruction;

12.1.2 an encumbrancer takes possession or a receiver is appointed of any of the property or assets of the Customer; or

12.1.3 the Customer ceases or threatens to cease carrying on business; or

12.1.4 ACSL reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly;

then upon the happening of any of the above, without prejudice to any other right or remedy available to ACSL, ACSL shall be entitled to cancel the Contract and/or suspend any further deliveries or services under the Contract without any liability to the Customer and if the Products have been delivered and not paid for then the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

13. EXPORT RESTRICTIONS

13.1 If Customer delivers the Products to its customer who may use the Products outside the United States or the European Union or EFTA countries, Customer acknowledges and shall advise its customer that some Products are controlled for export by the U.S. Department of Commerce or by EU/EFTA member state bodies and such Products may require authorization prior to export. Customer agrees that it will not export, re-export, or otherwise distribute Products, or direct products thereof, in violation of any export control laws or regulations of the United States or any EU/EFTA member state. Customer warrants that it will not export or re-export any Products with knowledge that they will be used in the design, development, production, or use of

chemical, biological, nuclear, or ballistic weapons, or in a facility engaged in such activities, unless Customer has obtained prior approval from the U.S. Department of Commerce or any other competent government agency. Customer further warrants that it will not export or re-export, directly or indirectly, any Products to embargoed countries or sell Products to companies or individuals listed on the Denied Persons List published by the U.S. Department of Commerce.

13.2 These restrictions change from time to time. If the Customer has any questions regarding its obligations under USA export regulations the Customer should contact the Bureau of Export Administration, United States Department of Commerce, Office of Export Licensing, Washington DC, USA (202) 377 4811 or the local United States Consulate.

13.3 Upon request the Customer agrees to confirm in writing its intention to comply with applicable export and restricted user and uses regulations, by signing up to the terms in ACSL's reseller application form.

14. CONFIGURATION AND OTHER SERVICES

14.1 If agreed in any particular case ACSL will provide configuration Services to Customer. Configuration Services will be at the price agreed at the time the order is accepted. The Customer shall be solely responsible for the accuracy of its order, the specification of the components and their configuration and for ensuring that the configured product specified is satisfactory for the purposes for which it is required including without limit that it has sufficient overall functionality, and will support, be compatible and inter-operable with any hardware, software or middleware with which it is intended to operate.

14.2 Configuration Services will have a warranty of 14 days from the date of shipment to the Customer. ACSL's sole liability (and the Customer's sole remedy against ACSL) in respect of any defective Services for which ACSL is responsible shall be the repair by ACSL or at ACSL's option replacement of the Product on which the Services have been performed. (If any alleged defect shall be attributable to defect in Product the provisions of Clause 10 shall apply). Claims in respect of defective Services must be made within 21 days of the date of delivery of the configured Product.

14.3 ACSL may offer other Services to Customer including direct fulfilment and billing, installation and support services, storage and consolidation, and other logistics services. Such Services will be provided under these Conditions in addition to specific terms agreed upon in writing with Customer.

15. MISCELLANEOUS

15.1 Customer is not allowed for any purpose whatsoever to use ACSL's logos and trade marks without ACSL's prior written approval from an Authorised Representative.

15.2 Customer agrees that ACSL may use Customer data, including any personal data, for the purpose of marketing and sales of Products, and Customer agrees to ACSL's collection, storage and use of such data for this purpose. Personal data will not be shared with third parties without the Customer's consent. Customer agrees to receive Product information and promotions and other communications from ACSL by e-mail and other communication tools.

15.3 Customer agrees to comply with its obligations under the WEEE directive (EC Directive 2002/96/EC of the European Parliament and of the Council of 27 January 2003) as implemented in the UK.

16. CUSTOMER IDENTIFICATION

16.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice.

16.2 No waiver by ACSL of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

16.3 If any provision of these Conditions is held by any authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby.

16.4 These Conditions and any Contract shall be governed by the laws of England and the Customer submits to the exclusive jurisdiction of the English Courts.

REF 2006I –Arkel Computer Services Ltd Terms and Conditions Of Sale