

TERMS AND CONDITIONS OF SUPPLY OF PRODUCTS AND SERVICES

In the case of any conflict between the terms and conditions and the contract, the contract shall prevail.

1. Definitions

Stonegate Technologies LLP: Means the supplier of the Products and Services as detailed in the Contract.

Client: Means the purchaser of the supply of Products and/or Services.

Conditions: Means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing between the Client and Stonegate Technologies LLP.

Consultant: Means the Stonegate Technologies LLP employees and/or any subcontractor who have been assigned by Stonegate Technologies LLP to carry out work in the execution of the Contract

Contract: Means the contract attached hereto in the schedule for the supply of Products and Services made between the Client and Stonegate Technologies LLP

Delivery Date: Means the date specified by Stonegate Technologies LLP when the Products and/or Services are to be delivered

Products: Means the items, which the Client agrees to buy from Stonegate Technologies LLP as detailed in the Contract

Services: Means the services, which the Client agrees to buy from Stonegate Technologies LLP as detailed in the Contract

Price: Means the price of the Products and Services excluding carriage, packing, insurance, VAT and reasonable expenses.

2. Conditions applicable

2.1 These conditions shall apply to all Contracts for the supply of Products and Services by Stonegate Technologies LLP to the Client to the exclusion of all other terms and conditions including any terms or conditions which the Client may purport to apply under any purchase order confirmation of order or similar document.

2.2 All orders for Products and/or Services shall be deemed to be an offer by the Client to purchase Products and/or Services pursuant to these conditions.

2.3 Any advice or recommendation given other than by the Consultant to the Client or its employees or agents as to the storage, application or use of the Products and/or services is followed or acted upon entirely at the Client's own risk

2.4 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Stonegate Technologies LLP shall be subject to correction without any liability on the part of Stonegate Technologies LLP.

2.5 Subject as expressly provided in these Conditions all conditions, warranties, guarantees or other terms whether implied or expressed by Statute, Common Law, Trade Custom or otherwise, are hereby expressly excluded to the fullest extent permitted by law.

2.6 The expression "the Seller" shall include any associated companies of Stonegate Technologies LLP

2.7 The expression "the Client" shall include any associated companies of the Client

2.8 The headings to clauses herein are inserted for convenience of reference only and shall not in any manner affect the construction meaning or effect of anything herein contained or governs the rights and liabilities of the parties hereto.

3. Orders and Specifications

3.1 The Client shall be responsible to Stonegate Technologies LLP for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Client and for giving Stonegate Technologies LLP any necessary information relating to the Products and/or Services within a sufficient time to enable the Seller to perform the contract in accordance with its terms.

3.2 If the Products and/or Services are provided by Stonegate Technologies LLP in accordance with a specification submitted by the Client, the Client shall indemnify Stonegate Technologies LLP against all loss, damages, costs and expenses awarded against or incurred by Stonegate Technologies LLP in connection with or paid or agreed to be paid by Stonegate Technologies LLP in settlement of any claim for infringement of any patent, copyright, design, trademark or other industrial or intellectual property rights of any other person which results from the Stonegate Technologies LLP use of the Client's specification

3.3 Stonegate Technologies LLP reserves the right to make any changes in the specification of the Products and/or Services which are required to conform with any applicable statutory or EC requirements or, where the Products and/or Services are to be supplied to the Client's specification, which do not materially affect their quality or performance.

3.4 If the order is cancelled by the Client, the Client shall indemnify Stonegate Technologies LLP in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by Stonegate Technologies LLP as a result of cancellation.

4. Price of the Goods

4.1 The Price shall be Stonegate Technologies LLP' quoted price, which shall remain valid for 30 days from the date stated on the quotation. The Price is exclusive of VAT, which shall be due at the rate ruling on the date of Stonegate Technologies LLP' invoice.

4.2 Payment of the Price (net cash) and VAT shall be due within 30 days of the date of the invoice. Time for payment shall be of the essence.

4.3 The Client must notify Stonegate Technologies LLP of any error or discrepancy in the invoice as soon as reasonable practicable or in any event within 10 days of receipt of the invoice.

4.4 Stonegate Technologies LLP will exercise its statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if payment is not made in accordance with the terms of these Terms and Conditions.

4.5 Non payment of the invoice in accordance with the terms of these Terms and Conditions shall permit the Stonegate Technologies LLP to:-

(a) Cease performance of the Contract without liability whatsoever and howsoever caused to the Client

(b) Terminate the Contract with immediate effect

4.6 The Stonegate Technologies LLP reserves the right to amend the prices quoted after acceptance of the Client's order in respect of the following contingencies:

a) Alteration of design at the Client's request.

b) Suspension of work on Client's instructions or failure to give instructions, or where uncertainties or ambiguities exist in the instructions provided by the Client

b) Increased cost of labour and materials.

c) Cost of storage after the expiration of thirty days from the date when the Client was notified that the Products are ready for despatch.

Any loss or damage suffered after the Products have been delivered to the Client's.

5. Delivery

5.1 Delivery of the Products and/or Services shall be made to an address stipulated by the Client on the Delivery Date. The Client shall make all arrangements necessary to take delivery of the Products and/or Services whenever they are tendered for delivery.

5.2 While every effort is made to effect delivery at any prescribed time Stonegate Technologies LLP cannot accept liability for any loss or expense arising from delay in delivery for whatever reason.

5.3 Risk of damage to or loss of the Products shall pass to the Client at the time of delivery or if the Client wrongfully fails to take delivery of the Products at the time Stonegate Technologies LLP tendered the Products for delivery notwithstanding property in the Products may have remained with the Stonegate Technologies LLP pursuant to clause 5.1 of these Conditions.

6. Intellectual Property Rights

Unless agreed in writing between Stonegate Technologies LLP and the Client, all copyright and other intellectual property rights in work, documents, software, data, papers, or other material produced by Stonegate Technologies LLP for the Client belong to Stonegate Technologies LLP subject only to the right of the Client to use the same pursuant to the Contract.

7. Property

7.1 Notwithstanding delivery and the passing of risk in the Products, or any other provision of these Conditions, the property in the Products shall not pass to the Client until Stonegate Technologies LLP has received in cash or cleared funds payment in full of the price of the Products and all other goods and services agreed to be sold by the Stonegate Technologies LLP to the Client for which payment is then due.

7.2 Until such time as the property in the Products passes to the Client, the Client shall hold the Products in a fiduciary capacity and as bailee for Stonegate Technologies LLP and shall keep the Products separate from those of the Client and third parties and property stored, protected and insured and identified as Stonegate Technologies LLP' property, but the Client shall be entitled to sell or use the Products in the ordinary course of its business, but shall account to Stonegate Technologies LLP 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 Client and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

8. Confidentiality

All facts relating to the business, products and services including oral information, written information recorded in any other media which is disclosed by Stonegate Technologies LLP and the Client to each other shall be treated as confidential for a period of five years following the date of disclosure even where the Contract is terminated for whatever reason before the end of the five year period, **save where the same:**

a) Is or becomes public knowledge other than by breach of this clause.

b) Is in the possession of the receiving party without restriction before the date of receipt from the disclosing party.

c) Is obtained from a third party who is lawfully authorised to disclose the same

9. Supervision by Client

The Client undertakes to provide all necessary and sufficient supervision and verification of the Services as provided by the Seller and/or Consultant in accordance with the advice and recommendations given by the Seller and/or Consultant

10. Warranties and Liabilities

10.1 The liability of Stonegate Technologies LLP shall be limited to the obligations imposed in these terms of business, and Stonegate Technologies LLP shall not be liable for any loss due to the stoppage of plant, machinery or apparatus of any description or to any consequential damage, or loss, direct or indirect, however caused.

10.2 Neither party shall be liable to the other party or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of Stonegate Technologies LLP' obligations in relation to the Products and/or Services, if the delay or failure was due to any cause beyond the reasonable control of the other party, without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond reasonable control but not as a conclusive list.

10.2.1 Act of God, explosion, flood, tempest, fire or accident.

10.2.2 War or threat of war, sabotage, insurrection, civil disturbance or requisition.

10.2.3 Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority

10.2.4 Import or export regulations or embargoes

10.2.5 Strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of Stonegate Technologies LLP or of a third party).

10.2.6 Difficulties in obtaining raw materials, labour, fuel, parts or machinery.

10.2.7 Power failure or breakdown in machinery.

10.3 Products supplied and installed by Stonegate Technologies LLP may be covered by a manufacturer's warranty. Stonegate Technologies LLP will liaise with the Supplier on behalf of the customer to effect the supply of a replacement for any part that fails during the warranty period. If the manufacturer's warranty does not provide for on-site repair or replacement, the customer agrees to reimburse Stonegate Technologies LLP at the standard rate (or any other rate agreed in writing in advance) for the engineer's time spent removing the faulty part and installing the replacement.

11. Consultants

Consultants provided by Stonegate Technologies LLP are and remain to be employees, agents or servants of Stonegate Technologies LLP and nothing in any Contract shall give rise to a claim by the Client or the presumption that the Consultant is as employees agent or servant of the Client

12. Non-Solicitation

12.1 Stonegate Technologies LLP shall not for a period of 12 months from the expiry of the Contract howsoever occurred endeavour to entice away from the Client or offer to employ any person who is employed by the Client at any time during the course of the Contract.

12.2 The Client shall not for a period of 12 months from the expiry of the Contract howsoever occurred endeavour to entice away from Stonegate Technologies LLP or offer to employ any person who is employed by Stonegate Technologies LLP at anytime during the course of the Contract

13. Insolvency of Buyer

13.1 Should the Client default, become bankrupt, go into liquidation or become subject to a Receivership or make a voluntary arrangement with its creditors or become the subject of an administration order; or if the Client ceases or threatens to cease carrying on business or if Stonegate Technologies LLP reasonably apprehends that any of the events mentioned above is about to occur in relation to the Client and notify the Client accordingly, Stonegate Technologies LLP may at Stonegate Technologies LLP option, cancel any undelivered portion of the Contract but shall be entitled to claim for any loss or damage sustained in consequence of non-completion of the Contract.

14. Limitation of Liability

Stonegate Technologies LLP shall indemnify the Client in the respect of any liability for death or personal injury to any person or loss of or damage to the Client's tangible property caused by Stonegate Technologies LLP' negligence provided that Stonegate Technologies LLP liability in respect of loss or damage to property shall not exceed the amount of £100,000 (one hundred thousand pounds) in respect of any one incident or series of incidents attributable to the same cause Stonegate Technologies LLP shall not in any circumstances be liable whether in contract, tort or otherwise for any consequential or indirect loss or damage howsoever arising and of whatsoever nature suffered or incurred by the Client including (without limitation) loss of profits, loss of data, loss of operation time or loss of use of anticipated savings

15. General

15.1 Severance

If any provision of this agreement is declared by any judicial or other competent authority to be void voidable illegal or otherwise unenforceable or indications to that effect are received by either of the parties from any competent authority the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or at the agreement of both parties it may be severed from this agreement and/or the remaining provisions of this agreement shall remain in full force and effect.

15.2 Whole agreement

Each party acknowledges that these terms and conditions contain the whole agreement between the parties and that it has not relied upon any oral or written representation made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it. Save that this clause shall not avoid any liability by either arising from fraudulent representation.

16. Miscellaneous

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 the notice

16.2 This contract shall be governed by the laws of England and each party agrees to submit to the non-exclusive jurisdiction of the English Courts.

17. Termination

17.1 Either party may terminate a Contract by written notice to the other if the other party is in breach of its obligations under these Terms and Conditions and in the event of a breach capable of being remedied fails to remedy the breach within 30 days or receipt of notice in writing specifying the nature of the breach

17.2 Termination of any Contract caused shall not prejudice or affect any right of action or remedy of either party which may have accrued up to the date of termination

17.3 On termination of any Contract between Stonegate Technologies LLP and the Client each party shall promptly return to the other any materials or equipment belonging to the other which was delivered under, or in connection with the Contract which has been terminated.

18. Waiver

The continued provision of Products and Services by Stonegate Technologies LLP or the Consultants, agents or servants shall not constitute a waiver of any breach of the covenants and/or obligations on the part of the Client herein contained or of the Stonegate Technologies LLP' remedies for the non-performance or non-observance thereof.