

1 ST2 Technology Limited
2 Standard Terms of Business
3 INTERPRETATION

- 3.1 In these Terms "Contract" means the contract for the sale of the Goods and/or the provision of the Services; "Client" means the person, firm or company with whom the Contract is made; "ST2" means ST2 Technology Limited; "Goods" means the goods (including any instalment of the goods or any parts for them) which ST2 is to supply under the Contract; "Services" means the technical, training, consultancy or other services which ST2 is to provide under the Contract; "Terms" means the standard terms and conditions set out in this document; "Working day" means any day other than a Saturday, Sunday, bank or public holiday.
- 3.2 References to statutes or statutory provisions includes the same as amended, modified, consolidated or re-enacted whether before or after the date of the Contract. The headings are for ease of reference only.

4 ORDERS

- 4.1 ST2 shall sell the Goods and/or supply the Services and the Client shall purchase the same in accordance with any quotation of ST2 which is accepted by the Client, or any order of the Client which is accepted by ST2, subject in either case to these Terms.
- 4.2 No order submitted by the Client shall be deemed to be accepted by ST2 unless and until acted upon by ST2 or confirmed by ST2's authorised representative.
- 4.3 Where orders cover to "Microsoft" related products and services the pricing is subject to the Client designating ST2 Technology Limited as its "Digital Partner of Record" as may be required by Microsoft.
- 4.4 All orders placed or accepted by telephone shall be deemed to incorporate these Terms.
- 4.5 The Client shall be responsible to ST2 for ensuring the accuracy of any order and for giving ST2 any necessary information relating to the Goods and/or Services in sufficient time to enable ST2 to perform the Contract.
- 4.6 THESE TERMS SHALL GOVERN THE CONTRACT TO THE EXCLUSION OF ANY OTHER TERMS IMPLIED BY TRADE CUSTOM OR COURSE OF DEALING OR WHICH THE CLIENT MAY SEEK TO INTRODUCE WHEN ACCEPTING ANY QUOTATION OF ST2 OR WHEN PLACING ANY ORDER.
- 4.7 These Terms together with any quotation or other Contract document into which they are incorporated represent the entire agreement and understanding between the Client and ST2 with regard to the Contract.
- 4.8 No alterations to the Contract or any of these Terms shall be binding on ST2 unless agreed in writing and ratified by a member of the ST2 board.
- 4.9 ST2 considers these Terms to be fair and reasonable and its prices and insurance arrangements are based upon contracts made on these Terms. IF THE CLIENT CONSIDERS THESE TERMS TO BE UNREASONABLE, IT MUST INFORM ST2 IN WRITING BEFORE ANY CONTRACT IS MADE. Otherwise it will be deemed to have accepted them as fair and reasonable.

5 CANCELLATION

- 5.1 No order may be cancelled by the Client except with the agreement in writing of ST2 and on terms that the Client shall indemnify ST2 in full against all loss (including loss of profit), costs (including the cost of all labour and materials), damages, re-stocking charges and expenses incurred by ST2 as a result of cancellation.
- 5.2 In the event that the Client requests the postponement or cancellation of services a cancellation fee shall apply which shall vary depending on the period of notice given as follows: Notice greater than 2 working weeks no charge other than expenses incurred by ST2 Technology Limited; Notice greater than 1 working week but less than 2 working weeks 50% of the charges associated with the work to be undertaken plus Expenses incurred by ST2 Technology Limited; Notice greater than 2 working days but less than 1 working week 75% of charges associated with the work to be undertaken plus expenses incurred by ST2 Technology Limited; Notice period of 2 working days or less 100% of the fees payable for the associated planned work.
- 5.3 Where the postponement or cancellation of work is as a result of the failure by the client to complete their prerequisites as required by the Project Initiation Document said postponement or cancellation will be deemed to have been at the request of the client notwithstanding the decision to defer may have been taken by ST2 Technology Limited.

6 SPECIFICATIONS OF GOODS

- 6.1 The quantity, quality and description of and any specification for the Goods shall be those set out in ST2's quotation (if accepted by the Client) or the Client's order (if accepted by ST2).
- 6.2 Any descriptions, illustrations and particulars contained in ST2's sales literature and any advertising media are by way of general descriptions and approximate only and shall not form part of the Contract or give rise to any liability on the part of ST2.
- 6.3 ST2 reserves the right to make any changes in the specification of the Goods which (a) are required to conform with any applicable safety or other statutory requirements, or, (b) where the Goods are to be supplied to the Client's specification, do not materially affect their quality or performance. Provided Always that the Client shall not be obliged to accept Goods which do not reasonably comply with the Contract.
- 6.4 The Goods are only suitable for the uses and applications made known to ST2 at the time of the Contract. If the Client intends to purchase the Goods for any other use or application then the Client must use its own skill and judgement in deciding whether they are suitable.
- 6.5 Where Goods are adapted to the Client's specification ST2 shall have no liability in respect of their fitness for any particular purpose.

7 ACKNOWLEDGEMENT

- 7.1 THE CLIENT ACKNOWLEDGES THAT IT IS NOT ENTERING INTO THE CONTRACT ON THE BASIS OF, OR IN RELIANCE UPON, ANY STATEMENT, REPRESENTATION, WARRANTY OR UNDERTAKING EXCEPT AS EXPRESSLY SET OUT IN THE CONTRACT.

8 GOODS SUPPLIED FOR LOAN OR EVALUATION

- 8.1 Any Goods supplied to the Client for loan or evaluation purposes must be returned in their original condition and packaging with all warranty documents and manuals, within the time specified on despatch. ST2 shall be entitled to charge for any items not so returned.

9 THIRD PARTY INTELLECTUAL PROPERTY RIGHTS

- 9.1 If any work is required to be done on or to the Goods in accordance with the requirements or specifications of the Client, the Client shall indemnify ST2 against all loss, damages, costs and expenses awarded against, or incurred by, ST2 in connection with any claim for infringement of any third party's patent, copyright, registered design, design right, know-how or service mark or trademark which results from ST2 supplying the Goods or Services in accordance with the Client's specification.
- 9.2 Where the Goods include computer software, it shall be a condition of supply that the Client enters into such licences as the proprietor of the copyright (or any other intellectual property rights) in the software may require. The Client shall indemnify ST2 against any claims arising from breach of this condition.

10 PRICE

- 10.1 The price of the Goods and/or Services shall be ST2's quoted price in pounds sterling. All prices quoted are valid for 30 days or until ST2's suppliers' prices change (whichever is earlier) after which time they may be altered by ST2 without notice to the Client.
- 10.2 ST2 reserves the right by giving notice to the Client at any time before delivery to increase the price of the Goods to reflect any increase in the cost to ST2 due to any factor beyond its control, including and limited to exchange rate fluctuations any change in delivery dates, delivery address, quantities, or specifications for the Goods which is requested by the Client, or any delay caused by any instructions of the Client or failure of the Client to give ST2 adequate information or instructions.
- 10.3 Unless otherwise stated, all prices and charges are exclusive of:
- 10.3.1 carriage and insurance
- 10.3.2 any release certificates or certificates of conformity
- 10.3.3 value added tax, and any other applicable tax, duty or surcharge, which will be charged at the applicable rate and recoverable as part of the price by ST2.
- 10.4 Where a price is stated to include carriage, such carriage is on the basis of delivery on the next working day following despatch between 9:00 am and 5:00 pm, unless otherwise stated. Timed, Saturday or more expedited delivery will incur additional charges.

11 GENERAL PAYMENT TERMS

- 11.1 Except where ST2 has previously agreed credit terms, payment for all Goods and Services must be made at the time of order and no delivery or performance will take place before payment.
- 11.2 ST2 shall be entitled at any time by notice in writing to the Client to stipulate the method of payment and may withhold deliveries if the stipulated method is not used. Otherwise, payment may be made by cash, cleared cheque, bankers draft or BACS transfer. Credit cards are not accepted except by special agreement.
- 11.3 The time for payment of the price shall be of the essence of the Contract.
- 11.4 Payment by cheque or other negotiable instrument is ineffective until honoured and ST2's account irrevocably credited with the amount due.
- 11.5 If ST2 is unable to deliver all the Goods or supply all the Services ordered by the Client for reasons beyond ST2's reasonable control (including, but not limited to, those in clause 22), the Client shall pay for such of the Goods as are delivered or the Services as are supplied.
- 11.6 Where goods are to be supplied over an agreed period and the price of goods has been fixed for the period then the Client agrees to pay ST2 within 30 days of ST2 taking delivery of those goods. Any Manufacturer Warranties as referred to in clause 15 will commence at time of delivery to ST2 unless otherwise agreed.
- 11.7 Where Services are to be provided over an agreed period the Client agrees to pay against monthly invoices or against pre-agreed milestones.

12 CREDIT TERMS

- 12.1 Where credit terms have been agreed, the following provisions shall apply.
- 12.2 Goods:
- 12.3 ST2 shall be entitled to invoice the Client for the price of the Goods on, or at any time after, delivery, unless the Goods are to be collected by the Client or the Client wrongfully fails or refuses to take delivery of the Goods, in which case ST2 shall be entitled to invoice at any time after it has notified the Client that the Goods are ready for collection or (as the case may be) ST2 has indicated its readiness to deliver the Goods.
- 12.4 Where delivery takes place by instalments, ST2 shall be entitled to invoice each instalment separately.
- 12.5 Where ST2 has agreed, at the Client's request, to postpone delivery of Goods which are already in stock with ST2 or on order from ST2's suppliers, then ST2 shall be entitled to invoice the Client as if delivery had taken place on the date upon which they would have been delivered but for the postponement.
- 12.6 The Client shall pay the price of the Goods (without any deduction or set-off) within 30 days of the date of invoice notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Client. ST2 shall be entitled to bring an action for the price, or part thereof, whether or not the title to the Goods has passed.
- 12.7 Services:
- 12.8 ST2 shall be entitled to invoice the Client for the Services at supply, in this context supply shall be deemed to have taken place on the date or dates pre agreed notwithstanding these may have been delayed or deferred by the

- Client unless deferment of invoicing has similarly and specifically been agreed by both parties.
- 12.9 ST2 shall be entitled to invoice the Client for the full Contract price of the Services where ST2 is able to supply the Services notwithstanding that the Client may decide that it no longer requires all or any part of the Services.
- 12.10 Where performance takes place by instalments, ST2 shall be entitled to invoice each instalment separately.
- 12.11 The Client shall pay the fee for the Services (without any deduction or set-off) immediately upon issue of ST2's invoice and in any event prior to the supply of the Services.
- 12.12 General:
- 12.12.1 If the Client fails to make any payment on the due date, then, without prejudice to any other right or remedy available to ST2, ST2 shall be entitled to:
- 12.12.2 cancel the Contract or suspend any further deliveries or performance and, in either case, hold the Client liable for costs incurred in respect of Goods already ordered by ST2 from its suppliers and in respect of Goods ready for despatch.
- 12.12.3 appropriate any payment made by the Client to such of the Goods or Services (or to the goods supplied under any other contract between the Client and ST2) as ST2 may think fit (notwithstanding any purported appropriation by the Client).
- 12.12.4 charge the Client interest, calculated and accruing daily (both before and after any judgement), on the amount unpaid at the rate of 4% per annum above National Westminster Bank Plc's base rate from time to time, until payment in full is made.
- 12.13 Any credit allowed to the Client shall be subject to ST2 being satisfied as to the Client's continuing credit-worthiness and may be withdrawn at any time.
- 12.14 The Client shall not be entitled by reason of any claim against ST2 to withhold any payment.
- 12.15 Only those directly party to this contract shall accrue rights or obligations there under. It is the intention of the Parties to this contract that the rights of third parties under the CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 shall be specifically and completely excluded from this contract.
- 13 DELIVERY OF GOODS
- 13.1 Delivery of the Goods shall be made by the Client collecting the Goods at ST2's premises at any time after ST2 has notified the Client by telephone that the Goods are ready for collection. If ST2 has agreed to send the Goods to the Client, then, unless otherwise agreed, delivery shall be made by ST2's (or its carrier) delivering the Goods to the Client at the address agreed at the time of order between the hours of 8:30 am and 5:30 pm on a working day.
- 13.2 The contractual address for delivery may not be varied without ST2's agreement and any variation may entail additional carriage charges to the Client.
- 13.3 Delivery will normally take place on the working day following the date of receipt of the Goods from ST2's supplier. However, any dates quoted or specified for delivery are approximate only and ST2 shall not be liable for any reasonable delay in delivery howsoever caused. Time for delivery shall not be of the essence.
- 13.4 ST2 may make, and the Client shall accept, partial deliveries of Goods. Each such delivery shall constitute a separate contract. Failure by ST2 to deliver any one or more of the instalments in accordance with these Terms, or any claim by the Client in respect of any one or more instalments, shall not entitle the Client to treat the Contract as a whole as repudiated.
- 13.5 If ST2 fails to deliver the Goods for any reason other than a cause beyond ST2's reasonable control or the Client's default and, accordingly, ST2 is liable to the Client, ST2's liability shall be limited to the excess (if any) of the cost to the Client (in the cheapest available market) of equivalent goods to replace those not delivered over the price of the Goods.
- 13.6 ST2 shall not be liable in any way for the consequences of any delay in delivery.
- 13.7 If the Client fails to take delivery of the Goods, or fails to give ST2 adequate delivery instructions (otherwise than by reason of a cause beyond the Client's reasonable control or by reason of ST2's fault), then, without prejudice to any other right or remedy available to ST2, ST2 may:-
- 13.7.1 store the Goods until actual delivery and charge the Client for the reasonable costs (including insurance) of storage, and/or
- 13.7.2 make further attempts to arrange delivery, in which case the Client shall be liable for all additional delivery costs, and/or
- 13.7.3 sell the Goods at the best price reasonably obtainable and (after deducting all reasonable storage and selling expenses) account to the Client for the excess over the price under the Contract or charge the Client for the shortfall below the price under the Contract.
- 13.8 When delivery is to take place at the Client's premises the Client shall be responsible for ensuring (a) that any necessary lifting equipment, power and labour is available to enable the Goods to be off-loaded quickly and safely, (b) that a duly authorised person is present to accept delivery and to sign the delivery note and (c) that any restricted delivery hours are notified to ST2 in writing prior to despatch.
- 13.9 Where Goods are to be installed or set-up on-site, the Client shall provide ST2's employees, agents and sub-contractors adequate access to the place of installation and free use of any necessary services or facilities.
- 13.10 Signature by the Client of ST2's delivery note, or ST2's carrier's delivery sheet, or the issue by the Client of a receipt for delivery, shall constitute conclusive proof of delivery. Any delivery receipt shall be deemed signed or issued by the Client if signed by a person who is or appears to be an employee or agent of the Client regardless of any subsequent allegation by the Client that that person had no authority to sign delivery receipts.

14 PERFORMANCE OF SERVICES

- 14.1 The location for performance of the Services may not be varied without ST2's agreement and any variation may entail additional charges to the Client.
- 14.2 Any dates quoted for performance of the Services are approximate only and ST2 shall not be liable for any reasonable delay in performance howsoever caused. Time for performance shall not be of the essence.
- 14.3 ST2 may undertake, and the Client shall accept, partial performance of Services. Each such performance shall constitute a separate contract. Failure by ST2 to perform any one or more of the instalments in accordance with these Terms, or any claim by the Client in respect of any one or more instalments, shall not entitle the Client to treat the Contract as a whole as repudiated.
- 14.4 If ST2 fails to perform the Services for any reason other than a cause beyond ST2's reasonable control or the Client's default and, accordingly, ST2 is liable to the Client, ST2's liability shall be limited to the excess (if any) of the cost to the Client (in the cheapest available market) of procuring the provision of identical Services over the price of the Services.
- 14.5 ST2 shall not be liable in any way for the consequences of any delay in performance.
- 14.6 It shall be the Client's responsibility to ensure that an impact review is undertaken in respect of the requirements of the Data Protection Act and where access to Systems containing Data of a personal or otherwise confidential nature, is needed, approval processes are in place to ensure that ST2 can be properly authorised to undertake the work required.
- 14.7 When performance is to take place at the Client's premises the Client shall be responsible for ensuring that a duly authorised person is present to acknowledge performance and to sign the service delivery note and/or job sheet.
- 14.8 Where Services are to be performed on-site, the Client shall provide ST2's employees, agents and sub-contractors adequate access to the place of performance and free use of any necessary services or facilities.
- 14.9 Unless otherwise agreed, where travel to or from site takes more than one hour then such travel time is included in the period agreed for performance of the Services.
- 14.10 Signature by the Client of ST2's service delivery note or job sheet shall constitute acceptance of satisfactory performance of the Services.
- 14.11 The Purchaser will be liable to reimburse ST2 for any loss and expense incurred caused by matters affecting the regular progress of the Services including but not limited to the following:
- 14.11.1 ST2 not having received in due time instructions, drawings or details from the Purchaser or its agents;
- 14.11.2 The execution of other work by the purchaser itself or by persons, firms or companies employed or otherwise engaged directly or indirectly by the Purchaser such as its other sub-contractors or the failure to execute such works
- 14.11.3 The supply by the Purchaser or by persons, firms or companies employed or otherwise engaged directly or indirectly or nominated by the Purchaser of materials, equipment and other items which the Purchaser has agreed to provide for the Services or the failure to supply
- 14.11.4 Failure of the purchaser to give in due time access to the site
- 14.11.5 Variations ordered by the purchaser
- 14.11.6 Suspension of the Works.
- 15 WARRANTIES AND LIABILITY
- 15.1 Provided that payment has been made in accordance with the Contract, ST2 shall use all reasonable endeavours to extend to the Client the benefit of such guarantees or warranties in relation to the Goods as may be extended to ST2 by the relevant manufacturers or distributors.
- 15.2 EXCEPT AS OTHERWISE STATED IN THESE TERMS, ALL CONDITIONS, WARRANTIES AND INNOMINATE TERMS. (WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW, CONDUCT, TRADE CUSTOM OR USAGE, OR PREVIOUS COURSE OF DEALING OR OTHERWISE AS TO THE SATISFACTORY QUALITY, FITNESS FOR PURPOSE, DESCRIPTION OR OTHERWISE OF THE GOODS OR SERVICES) ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.
- 15.3 Without prejudice to the generality of the foregoing clause, ST2 shall not be liable to the Client for:
- 15.3.1 failure of the Goods to conform with the Contract, unless notified within two working days of delivery;
- 15.3.2 partial loss or damage in transit unless (a) notified within two working days, or (b) noted on the carrier's delivery note and notified within fourteen calendar days, and (c) (in either case) it can be established to the reasonable satisfaction of ST2 and its carrier (upon collection and inspection of the relevant Goods and packaging) that the loss or damage occurred prior to delivery;
- 15.3.3 defects which could reasonably be attributed to improper use, improper storage, fair wear and tear, failure to observe anti-static and anti-virus precautions, abnormally hot, cold or humid operating conditions, failure to follow the manufacturer's instructions, fluctuation or failure of power supplies, lightning, telecommunications line failure or any other act, neglect or default of the Client or any third party;
- 15.3.4 defects arising where any repair, modification, re-configuration or re-installation has been attempted in relation to the Goods by anyone other than ST2 or its approved representatives;
- 15.3.5 other defects, unless notified within two working days of delivery;
- 15.3.6 defective performance of any Services unless notified within five working days of performance.
- 15.4 If the Client does not notify ST2 of any claim within the above time limits, the Client shall not be entitled to reject the Goods or Services and shall

- be bound to pay the price as if delivery or performance had been in accordance with the Contract.
- 15.5 In the event of a valid claim, ST2 shall, at its option:
- 15.5.1 make good any deficiency (whether by making up any shortfall, arranging repair or obtaining replacements) or credit the Client for the price paid for the deficient Goods; and/or
- 15.5.2 re-perform any Services or credit the Client for the price paid for them.
- 15.6 ST2 shall not be liable for any loss or profit, loss of use, loss of contracts, business interruption, adverse effects on performance or operability of other computer hardware or software, or any indirect, special or consequential loss or damage arising, or alleged to have arisen, out of any act or omission of ST2, whether negligent or otherwise.
- 15.7 ST2's aggregate liability to the Client whether arising in tort, contract, misrepresentation, breach of statutory duty, or otherwise shall not exceed the net price invoiced to the Client for the Goods and/or Services giving rise to the liability, in respect of any occurrence or series of occurrences.
- 15.8 Nothing in these terms shall have the effect of excluding or limiting ST2's liability for death or personal injury resulting from its negligence. Where the Goods are sold and/or the Services supplied under a consumer transaction (as defined by the Sale of Goods Act 1979), the statutory rights of the Client are not affected by these Terms.
- 16 DATA BACKUP**
- 16.1 IT IS THE RESPONSIBILITY OF THE CLIENT TO ENSURE THAT CURRENT BACKUP COPIES OF ALL COMPUTER SOFTWARE AND DATA ARE MAINTAINED. ST2 shall not be liable for any loss of, or damage to, software programs or data of the Client or third parties, occurring:
- 16.1.1 during or as a consequence of any upgrade, installation, repair or other Services undertaken by ST2 in relation to the Goods or in relation to any other equipment of the Client or third parties, or
- 16.1.2 in consequence of the installation or use of the Goods, or any part of them.
- 17 PASSING OF TITLE AND RISK**
- 17.1 Under no circumstances shall title to any computer software be transferred to the Client.
- 17.2 Notwithstanding that title may not have passed, risk of damage to, or loss of, the Goods shall pass to the Client:
- 17.2.1 in the case of Goods to be delivered at ST2's premises, at the time when ST2 notifies the Client that the Goods are available for collection, or
- 17.2.2 in the case of Goods to be delivered otherwise than at ST2's premises, at the time of delivery, or if the Client wrongfully fails to take delivery of the Goods, the time when ST2 has tendered delivery.
- 17.3 Notwithstanding delivery and the passing of risk in the Goods, title to the Goods shall remain with ST2 until such time as ST2 has received payment for the Goods in accordance with the terms of the Contract.
- 17.4 ST2 shall be entitled to sue for the price of the Goods notwithstanding that title has not passed or shall have the right by notice in writing to the Client at any time after the agreed delivery date to pass title to the Client as from the date of notice.
- 17.5 Until such time as title to the Goods passes to the Client, the Client shall hold the Goods as ST2's bailee and shall keep the Goods secure, in complete and saleable condition, separate from those of the Client and third parties and clearly identified as ST2's property. The Client shall not attach or affix the Goods to any premises without the prior written consent of ST2.
- 17.6 Until title passes to the Client, ST2 shall be entitled to require the Client immediately to deliver up the Goods or any part of them to ST2. If the Client fails to do so, then ST2 (and its agents) shall be entitled to repossess the Goods and to enter upon any premises owned or controlled by the Client where the Goods are stored, or where ST2 reasonably believes that the Goods are stored, for the purpose of taking such possession. Where the Goods have been installed or attached to any other property ST2 shall be entitled to detach the Goods (making good any damage thereby caused). Such redelivery or retaking of possession shall be without prejudice to the obligation of the Client to purchase the Goods in accordance with the Contract.
- 17.7 If the Client sells the Goods before ST2 has received payment for them, and provided that such Goods have not been inextricably mixed with any goods belonging to or annexed to any real property of the Client or any third party, then the Client shall sell for the account of ST2 and shall hold the proceeds of sale as trustee for ST2 and shall keep all such proceeds separate from any money or property of third parties. As between the Client and its the Client, the Client shall sell in the Client's own name as principal and shall have no authority to enter into any contract on behalf of ST2.
- 17.8 The Client shall not be entitled to charge by way of security or otherwise pledge any of the Goods which remain the property of ST2 and if the Client shall do, or purport to do, so then (without prejudice to any other right or remedy of ST2) all sums owing by the Client to ST2 shall immediately become due and payable.
- 18 LIEN AND SET-OFF**
- 18.1 ST2 shall have a particular and general lien on all goods and property of the Client in ST2's possession in respect of all sums due from the Client to ST2 but unpaid at any time. ST2 shall be entitled, on giving 14 days' written notice to the Client, to dispose of such goods or property and to apply the proceeds towards the reasonable and proper costs of such disposal and reduction of such debt and thereafter to account to the Client for any remaining balance.
- 18.2 In the event of there being any sums due from ST2 to the Client on any account whatsoever then, notwithstanding any rule of law or course of conduct or contract to the contrary, any right which the Client may have against ST2 to set off sums so due, or claimed to be due, from ST2 to the Client against the price of the Goods or Services is hereby excluded.
- 19 RETURNS**
- 19.1 Goods may not be returned without the prior agreement of ST2 and the issue by ST2 of a returns authorisation number. All returns must be sent to ST2's premises at the Client's risk and expense within 48 hours of issue of the returns authorisation
- 19.2 Acceptance of delivery of Goods returned without the issue of a returns authorisation number shall not constitute acceptance of the validity of the return. Such Goods shall remain at the Client's risk and ST2 shall have no obligations in respect of them.
- 19.3 Goods returned following an incorrect Client order, or due to incorrect shipment by ST2, must be returned unused and unopened, in clean and re-saleable condition, complete with all original discs, manuals, warranty documents, cables and other items supplied with them and securely packed in their original packaging. They shall remain at the Client's risk until so returned. If they are not so returned ST2 may (in its absolute discretion):
- 19.3.1 reject the return, in which case it shall be the responsibility to the Client to arrange collection and the Goods shall remain at the Client's risk, or
- 19.3.2 accept the return and invoice the Client for the cost of replacing the missing items and/or the amount of any diminution in resale value.
- 19.4 Goods returned as faulty must be complete with all original discs, manuals, warranty documents, cables and other items supplied with them and securely packed in their original packaging. Where such Goods are not so returned and ST2 incurs any charge from the manufacturer or distributor, it shall be entitled to levy an equivalent charge against the Client. Such Goods shall remain at the Client's risk unless or until both a replacement is obtained from, and the faulty item is accepted for return by, the manufacturer or distributor. Risk in any such replacement shall pass to the Client on delivery. Any advance replacement goods supplied to the Client in anticipation of acceptance of the faulty Goods by the manufacturer or distributor are supplied without obligation on a goodwill basis and, if the fault is not subsequently verified, ST2 shall be entitled to invoice the Client for the normal retail price of the replacement item. Where no fault is found, ST2 shall be entitled (whether or not an advance replacement has been supplied) to reject the return and it shall be the responsibility of the Client to arrange collection.
- 19.5 Where any return is rejected, notification of rejection shall be effective if communicated by fax and the original payment terms shall be unaffected. ST2 may (in its discretion) return such Goods, and Goods returned without authorisation, to the Client and charge for carriage at its normal rates.
- 19.6 Where Goods are returned due to an incorrect Client order, or where they are returned as faulty but no fault is found, ST2 shall be entitled to levy a handling charge equal to 25% of the price of the Goods plus carriage charges.
- 20 EXPORT RESTRICTIONS**
- 20.1 The Client acknowledges that the Goods may be subject to export and re-export restrictions imposed by UK, US or other countries' laws. The Client will not export any Goods, or resell them to a purchaser whom it knows (or has reasonable grounds to suspect) will export them, without first obtaining all such written consents, licences, copy licences or authorisations as may be required by any applicable United Kingdom, United States, European Union or other applicable laws or regulations.
- 21 TELECOMMUNICATIONS REQUIREMENTS**
- 21.1 Where the Goods are to be connected to any telecommunications network, it shall be the sole responsibility of the Client to ensure compliance with all applicable regulations of the telecommunications provider relating to data transmission speeds or otherwise.
- 22 FORCE MAJEURE**
- 22.1 ST2 shall not be liable to the Client for any delay or failure by ST2 to perform its obligations under the Contract if such delay or failure arises from any unforeseen cause beyond the reasonable control of ST2. This includes, but is not limited to, fire, flood, lightning, explosion, storm, labour disputes, shortages of materials, utility or communications failures, war, civil disturbance, restrictions or orders of any parliament, government, governmental or European Community agency or local or public authority, import or export restrictions, impossibility of the use of railways, shipping, aircraft, motor transport and failure of power supplies.
- 23 BUYER'S INSOLVENCY / DEFAULT**
- 23.1 If the Client is in breach of any of its obligations under the Contract, or makes any voluntary arrangement with its creditors, or becomes subject to an administration order, or becomes bankrupt or goes into liquidation (other than for the purposes of amalgamation or reconstruction), or an encumbrancer takes possession or a receiver is appointed of any of the property or assets of the Client, or any of the assets of the Client are subject to any levy or distraint, or the Client ceases or threatens to cease to carry on business, or ST2 reasonably apprehends that any of the events mentioned above is about to occur and notifies the Client accordingly, then, all sums owing by the Client to ST2 shall immediately become due and payable and, without prejudice to any other right or remedy available to ST2, ST2 shall be entitled to cancel the Contract and/or suspend any further deliveries without any liability to the Client notwithstanding any previous agreement or arrangement to the contrary.
- 23.2 If the Client becomes insolvent, then ST2 shall have the right to stop Goods in transit and to take and retain possession of them until payment.
- 24 HEALTH & SAFETY**
- 24.1 Where any employee, agent, or sub-contractor of ST2 is admitted to the Client's premises pursuant to the Contract, the Client shall take all necessary measures to safeguard the health and safety of such persons and shall indemnify ST2 against all claims, costs and expenses resulting from any breach of this condition.
- 25 NOTICES / SERVICE**
- 25.1 Unless otherwise stated, any notice to be given under these Terms shall be in writing and shall be given either (a) by first class post and shall be deemed served at the expiration of two working days from the date of posting or (b) by

- fax and shall be deemed served one hour after transmission provided that a copy of the notice is sent by first class post the same day.
- 25.2 Service of any legal proceedings concerning or arising out of the Contract shall be effected by delivering the same to the party to be served at its registered office (in the case of a company) or its principal place of business in the United Kingdom (in other cases) or to such other address as may from time to time be notified in writing by the party to be served or its solicitors.
- 26 SUB-CONTRACTING
- 26.1 ST2 may assign or sub-contract the whole or any part of the Contract to any person, firm or company.
- 26.2 Members of staff are some of the most valuable assets of an organisation accordingly it is mutually understood that neither party shall solicit or endeavour to entice away from the other party any person employed by the other party or procure that such a person be engaged or employed by any other business which competes with any business carried on by the other party. In the event should occur whether inadvertently or otherwise within a period of 6 months of termination date it is agreed that the other party shall be entitled to receive a fee to reflect the true cost of recruitment, this shall be the equivalent to 40% of the annual remuneration package of the individual employed or £35000.00 whichever is the greater.
- 27 We believe ourselves to operate in an ethical manner and expect all in our supply chain to do the same, whether this be the manufacturer of goods or the end user. We also expect that the same approach will be applied in all aspects of dealings both internally and externally to ensure that both the letter and the spirit of the laws relating to equality both of treatment and opportunity are followed.
- 28 GENERAL
- 28.1 If any provision of the Contract is found by any court to be void or unenforceable, such provision shall be deemed to be deleted from the Contract with effect from the date of the decision and, insofar as they remain capable of having effect, the remaining parts of the provision in question, and the other provisions of the Contract, shall continue in full force and effect notwithstanding such deletion.
- 28.2 Any waiver, concession made or latitude allowed by ST2 to the Client shall not affect the strict rights of ST2 under these Terms.
- 28.3 The Client may not assign or transfer any of its rights or obligations hereunder.
- 28.4 The construction, validity and performance of the Contract shall be governed in all respects by English law and the parties agree to submit all disputes to the exclusive jurisdiction of the English courts.
- 29 Third Party Rights Act 1999. No rights enforceable by virtue of this act shall be created by this contract.
- 30 Data Protection Act.
- 30.1 For the purposes of the DPA the Client is the Data Controller and ST2 is the Data Processor.
- 30.2 ST2 shall:
- 30.2.1 Process the Personal Data only to the extent, and in such a manner, as necessary for the purpose of providing the Services in accordance with the Client's instructions;
- 30.2.2 Take appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful processing, accidental loss, destruction, damage, alteration or disclosure. When considering what measures are appropriate, the parties shall have regard to the state of technological development and the cost of implementing any measures to ensure a level of security to the harm that may result from such unauthorised or unlawful processing or accidental loss or destruction, and to the nature of the data;
- 30.2.3 Keep Personal Data confidential and not disclose it to any third party without the prior written consent of the Client;
- 30.2.4 Not process or otherwise transfer any Personal Data outside the European Economic Area without prior written consent from the Client;
- 30.2.5 On termination or expiry of this agreement ST2 shall promptly destroy, delete or deliver to the Client, on request all Personal Data in its power possession or control to the extent feasible taking into account best practices in relation to "back-up" regimes.