

Terms and Conditions of SICL Limited

1. DEFINITIONS

In this agreement the following expressions shall have the following meanings:

“the Company” means SICL Limited and also where the context permits its assigns and any sub-contractor for the said company:

“Company’s Premises” means the premises mentioned in the Company’s Proposal or other contractual document or if not so mentioned means the Company’s premises at SICL House, 131 Upper Wortley Road, Leeds, LS12 4JG:

“the Customer” means the person firm or company with whom the contract is made by the Company whether directly or indirectly through an agent or factor who is acting for or instructed by or whose action are ratified by such person firm or company:

“Goods” means the equipment, hardware, software, Licenses, subscriptions, peripherals, accessories, or other items described in the Company’s Proposal or other contractual document

“Proposal” means the quotation and/or statement of works, project works or other such contractual specification document provided by the Company and ordered by the Customer

“Services” means the works described in the Company’s quotation or other contractual document excluding any Support / SICL Cloud / SICL Safe Contracts, which are subject to separate Terms and Conditions.

2. SUMMARY

All sales of Goods and Services, as accepted herein and other contracts made by both parties are made on the following terms and conditions and shall supersede all other terms and conditions of purchase or sale used by either party. No agent or representative of the Company has authority to vary these terms and conditions nor make any representations as to the effect of these terms and conditions or as to the subject of the contract generally and no such variation or representation shall be binding on either party unless accepted in writing by a Director of the Company and by an authorised representative of the Customer.

3. GOODS

Goods supplied by the Company shall be warranted by the manufacturer’s warranty from date of installation or supply. The Company will take all practicable steps to ensure that the

Goods supplied shall be fit for purpose when such purpose was made known to the Customer prior to supply based upon information supplied by the Customer.

4. DEFECTIVE GOODS

4.1 The Company undertakes that if within the period of thirty (30) days from the date of delivery of Goods supplied by the Company a serious defect in materials or workmanship appears in them it will at the Company’s discretion either: credit the Customer the full price paid for the Goods or arrange repair / replacement of the Goods in accordance with manufacturer warranty provided that in any case they have been accepted and, if normally due, have been paid for.

4.2 The Company’s obligations contained in this clause are subject to:

- i) the Goods having been used in an appropriate manner and or as prescribed in the operating instructions (if any);
- ii) the Goods being made available for collection by the Company upon its reasonable request;
- iii) the Goods not having been modified or repaired otherwise than by the Company or otherwise interfered with over and above any use in the normal course of business; and
- iv) if practicable, the Customer making no further use of the Goods which are alleged to be defective after the time when the Customer discovers that they are defective.

4.3 Where the Company’s liability under this clause 4 can be fulfilled by the supply of a replacement part it will arrange for delivery and undertake liability for loss or damage in transit or otherwise to the same extent as for the Customer’s original order.

4.4 Nothing herein shall impose any liability upon the Company in respect of any defect in the Goods arising out of the acts, omissions, negligence or default of the Customer, its employees or agents including in particular but without prejudice to the generality of the foregoing any failure by the Customer to comply with any recommendations of the Company as to storage and handling of the Goods.

- 4.5 Where the Goods are for delivery by instalments any defect in any instalment shall not be a ground for cancellation of the remainder of the instalments and the Customer shall be bound to accept delivery thereof.
- 4.6 Nothing herein shall have the effect of excluding or restricting the liability of the Company for death or personal injury resulting from its negligence in so far as the same is prohibited by United Kingdom statute.
- 4.7 The Customer acknowledges that the Company does not manufacture the Goods. Consequently the Customer shall only be entitled to the benefit of any warranty or guarantee in relation to the Goods as is given to the Company by the manufacturer of the Goods.

5. RETURN OF GOODS

- 5.1 Unless otherwise stated in this agreement, Goods supplied in accordance with the Company's Proposal cannot be returned without the Company's prior written authorisation. Duly authorised returns shall be sent to the Company's Premises at the Customer's expense.
- 5.2 Goods authorised for return must be returned complete in original packaging.

6. TRANSPORT AND STORAGE

- 6.1 The means of delivery of Goods shall be at the discretion of the Company except where specifically requested by the Customer and agreed by the Company in writing.
- 6.2 In cases where the Company is unable to despatch Goods due to request or default by the Customer, the Company shall be entitled, at the expiration of seven (7) days, from the date of notification to the Customer that the Goods are ready for despatch or collection, to store the Goods either at the Company's premises or elsewhere. The Company reserves the right to charge a sum equal to the costs incurred for storage and insurance of the Goods. This provision shall be in addition to and not in substitution for any other payment of damage for which the Customer may become liable in respect of failure by the Customer to take delivery at the appropriate time.
- 6.3 The Company accepts no responsibility for non-delivery of Goods in transit if it is not notified of such non-delivery within three (3) days of the date of invoice.
- 6.4 The Customer shall advise the Company within two (2) working days of delivery as

to any Goods damaged in transit or any short delivery.

- 6.5 The Company disclaims liability for Goods returned without the Company's written consent.
- 6.6 The Customer must provide the Company appropriate access for delivery of Goods and facilities suitable for delivery in accordance with Health & Safety guidelines and policies.

7. PACKAGING

The Customer shall pay the cost of any special packaging specifically requested by the Customer or any packaging rendered necessary by delivery by any means other than the Company's normal means of delivery.

8. DESIGN VARIATION

Whilst the Company makes every effort to ensure the Goods supplied correspond in every respect with the sample specification or description provided as the case may be, the Company is not responsible for minor variations in specification, in colour or other design features, and no such minor variations shall entitle the Customer to rescind the Proposal, or shall be the subject of any claim against the Company by the Customer. For the avoidance of doubt any Goods which are subject to variation shall be to an equivalent standard.

9. TITLE AND RISK

- 9.1 From the time of delivery the Goods shall be at the risk of the Customer who shall be solely responsible for their custody and maintenance but, unless otherwise expressly agreed in writing, the Goods shall remain the property of the Company until all payments under the Company's Proposal have been made in full and unconditionally or in the event that payment is to be made via a third party leasing company the Customer has authorised payments to be released from the leasing company to the Company.
- 9.2 Until title of the Goods has passed under clause 9.1 above the following shall apply:
- i) The Customer shall keep the Goods separate and identifiable from all other Goods in its possession as bailee for the Company.
 - ii) In the event of any resale by the Customer of the Goods the Company shall (without prejudice to the rules of equity relating to tracing) be beneficially entitled to the proceeds of sale or other disposition thereof so that such proceeds shall be held on trust in a separate identifiable account for the Company by the Customer

who will stand in a strictly fiduciary capacity in respect thereof. In any case the Customer is obliged to remit to the Company the full invoice value of the Goods.

- iii) The Company shall have the power to re sell the Goods such power being additional to (and no in substitution for) any other power of sale arising by operation of law or implication or otherwise and for such purpose the Company and its employees and agents may forthwith enter upon any land, buildings or vehicles where the Goods or part of them are situated or are reasonably thought to be situated to retake possession of the same and the Customer shall for such purposes notify the Company of the whereabouts of the Goods.
- iv) The Customer shall at all times keep the Goods comprehensively insured against loss or damage by accident, fire, theft and other risk usually covered by insurance in the type of business for which the Goods are for the time being used in an amount at least equal to the balance of the price for the same from time to time the remaining outstanding. The policy shall bear endorsement recording the Company's interest.

10. SERVICES

- 10.1 The Company warrants and undertakes to the Customer that:
- i) the Services will be performed by appropriately qualified and trained personnel with due care and diligence;
 - ii) it will take all practicable steps to perform the Services in such a way as not to cause any fault or malfunction in the Customer's information technology systems, software and infrastructure and that the Goods and Services will perform in a way so as not to cause any interruption to the business process of the Customer or the Customer's affiliated companies;
 - iii) the Services will be performed in accordance with applicable laws and regulations;
 - iv) it has all the rights necessary to perform its obligations under this Agreement; and
 - v) it will not infringe the intellectual property rights of any third party in performing its obligations under this Agreement.
- 10.2 Subject always to the terms of this agreement and in particular clauses 9, 12, 18, 21 and 22, the Company shall use reasonable endeavours to provide

the Services to the Customer on the date(s) mutually agreed.

- 10.3 Where the Company identifies any configuration or specification errors within the Customer's infrastructure or information technology systems, the Company shall notify the Customer and get the Customer's prior authorisation in writing (which may include by way of email) before implanting any fix, improvement, modification, variation or other change to the Customer's infrastructure or information technology systems.
- 10.4 The Customer warrants that (if applicable) the Customer's existing equipment (if any) is in proper working order and complies with all applicable standards and approvals so as to enable the Company to perform the Services.
- 10.5 The Customer shall provide all reasonable assistance to the Company (including access to all locations necessary and liaison with third party providers for the performance of the Services) so as to enable the Company to perform the Services.
- 10.6 The Company undertakes that it and its employees, agents and subcontractors will:
- i) at all times comply with all health and safety requirements relating to the carrying out of the Services. Such requirements include in addition to statutory laws and regulations: any codes of practice and British Standards or their equivalent relating to health and safety which may be applicable to the performance of the Services, any Customer rules and practices relating to the safety and conduct of persons working on any Customer premises;
 - ii) when on any premises of the Customer, display any form of identification provided by the Customer at all times;
 - iii) co-operate with other suppliers engaged by the Customer as reasonably necessary in performing the Services.
- 10.7 The Company warrants and undertakes that any member of its staff, its agents or subcontractors actually placed on Customer site to perform the Services shall have current and valid permission to be employed in the UK and have permission to do the type of work being offered.
- 10.8 The Company may, only with the written confirmation of the Customer, not to be unreasonably withheld, assign the Services and/or sub-contract the whole or any part thereof to any person, firm or company.

11. PRICES

- 11.1 Prices for the Goods and Services are as set out in the Proposal. Where additional Goods or Services are provided, other than those set out in the Proposal, the prices for such Goods or Services shall be mutually agreed in writing in advance by the Company and the Customer.
- 11.2 Prices quoted for Goods are delivered to Customer's premises unless otherwise agreed and are exclusive of VAT and/or other local taxes.
- 11.3 If the Company acting reasonably expects that the quoted price for the Goods or Services as set out in the Proposal has increased in accordance with market conditions at the date of actual supply for circumstances outside the Company's control, for example exchange rate fluctuations, the Company shall notify the Customer of such expected increase and the Company and Customer shall mutually agree in writing in advance any amendment to the prices.

12. PAYMENT

- 12.1 All invoices are due for payment 30 days from invoice date unless otherwise agreed in writing. Payment is to be made in sterling unless otherwise agreed in writing by a Director of the Company.
- 12.2 If the Customer shall fail to make payment in full accordance with sub-clause 12.1 above then, unless the Customer has advised the Company of a query with any specific invoice (without prejudice to any other rights the Company may have) the Company reserves the right to charge interest on the amount for the time being unpaid at the rate of 5% per annum above the Base Rate from time to time of HSBC Bank plc calculated from the due date of payment until the date of actual payment before as well as after any judgement.
- 12.3 The Customer must contact the Company within 3 days of receiving an invoice to raise any queries or dispute it has in relation to an invoice. The parties shall use reasonable endeavours to resolve any invoicing queries.
- 12.4 In the event that the Company takes legal action for recovery of any overdue amount, the Customer shall become liable to pay the Company a sum equal to the legal fees and expenses incurred. This clause shall not apply where the parties are complying with their obligations under clause 12.3 above.
- 12.5 In the event that payment is to be made via a third party leasing company, the Customer shall not unreasonably

withhold authorisation for payment to be released to the Company for Services and Goods supplied. If the Customer shall fail to release payment authority without reasonable cause the Company reserves the right to issue invoices directly to the Customer for payment subject to this clause 12 and its sub clauses.

13. DELIVERY DATE

- 13.1 The Company uses its best endeavours to deliver Goods and Services within the time specified in the Proposal but the Company does not accept liability for any delay in delivery of Goods or completion of Services outside of its control.
- 13.2 Delivery shall be taken by the Customer within the time specified in the Proposal or as otherwise mutually agreed in writing in advance.
- 13.3 Should default be made by the Customer in paying any sum due under any order as and when it becomes due, the Company shall have the right to either suspend all further deliveries until the default is made good or to cancel the order so far as Goods and/or Services remain to be delivered thereunder.

14. INTELLECTUAL PROPERTY

- 14.1 The software, hardware, equipment and related systems and any intellectual property rights which arise within such systems are, and will remain the property of the Customer.
- 14.2 The ownership of intellectual property rights in any documentation (including but not limited to the records, designs, reports and specifications) and other materials (including but not limited to databases and software) that are created exclusively for the Customer and delivered by the Company in performance of the Services shall vest absolutely in the Customer.
- 14.3 The Company shall, on request, and subject to all payments under this Agreement being up to date, do all such reasonable things and sign all documents as may reasonably be necessary to vest the rights referred to in this clause in the Customer.

15. CONFIDENTIALITY

- 15.1 Both parties agree to keep confidential any Confidential Information which either party supplies to the other or to which either party has access to in connection with this Agreement (including for the avoidance of doubt any information relating to any members of either party's group of companies). Confidential

Information shall include means the confidential, proprietary and/or commercially-sensitive information of the disclosing party irrespective of the form or the manner in which the information is disclosed or the time of such disclosure, including information which:

- i) is by its nature confidential;
- ii) is designated as confidential; or
- iii) the receiving party knows or reasonably ought to have known is confidential;
- iv) but does not include information which is in the public domain other than by a breach of this Agreement by the receiving party, or which is independently known to the receiving party, as evidenced by the receiving party's written records.

15.2 Either party must not use, or permit the use of, Confidential Information, make copies of Confidential Information, or disclose Confidential Information to any person, other than as necessary without the other party's prior written consent.

15.3 Nothing in this clause will prevent the either party from disclosing Confidential Information to those of its employees who need to know the Confidential Information to perform its obligations under this Agreement, provided that those employees are aware of, and comply with the confidentiality provisions set out in this Agreement.

15.4 Both parties must maintain effective security measures to protect all Confidential Information in its or its employees' possession or control from unauthorised access, use, copying or disclosure.

15.5 Without prejudice to the other rights or remedies which a party may have, the party disclosing Confidential Information shall be entitled without proof of special damage to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of this clause.

16. DATA PROTECTION

16.1 For the purposes of the Data Protection Act 1988, the parties acknowledge that the Customer is the Data Controller and the Company is the Data Processor.

16.2 The Company will process personal data only to the extent, and in such a manner, as is necessary for the purpose of performing its obligations under this Agreement and in accordance with the Customer's instructions from time to time.

16.3 The Company will promptly comply with any request from the Customer requiring the Company to amend, transfer or delete the personal data.

16.4 At the Customer's request, the Company will provide to the Customer a copy of all Customer personal data held by the Company in the format and on the media reasonably specified by the Customer.

16.5 The Company will promptly inform the Customer if any personal data is lost or destroyed or becomes damaged, corrupted, or unusable.

16.6 The Company will ensure that access to the personal data is limited to those employees who need access to the personal data to meet the Company's obligations under this Agreement.

16.7 The Company warrants that:

- i) it will process the personal data in compliance with all applicable laws; and
- ii) it will take appropriate technical and organisational measures against the unauthorised or unlawful processing of personal data and against the accidental loss or destruction of, or damage to, personal data to ensure the Customer's compliance with the Seventh Principle of Data Protection.

16.8 The Company will not transfer the personal data outside the European Economic Area without the prior written consent of the Customer.

17. LIABILITY

17.1 Neither party's liability:

- i) for death or personal injury caused by its negligence or the negligence of its employees or associates;
- ii) for breach of any condition as to title or quiet enjoyment implied by section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982;
- iii) for fraudulent misrepresentation; or
- iv) for a breach of clause 15 (confidentiality) or clause 16 (data protection);

is excluded or limited by this Agreement, even if any other term of this Agreement would otherwise suggest that this might be the case.

17.2 Other than as set out in clause 17.1 above, neither party shall be liable whether in tort (including for negligence or breach of statutory duty, however arising), contract, misrepresentation (whether innocent or negligent), or otherwise for; any loss of profits, loss of

business, depletion of goodwill or similar losses, loss of anticipated savings, loss of Goods, loss of contract, loss of use, loss or corruption of data or information or any pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising.

17.3 The Company's total aggregate liability in contract, tort (including negligence or breach of statutory duty, however arising), misrepresentation (whether innocent or negligent) restitution or otherwise, arising in connection with the performance or contemplated performance of the Services or otherwise arising in favour of the Customer shall be limited to the price paid for the Services on the Proposal relative.

17.4 The Company will not be liable for:

- i) defects in hardware or manufacturer faults (unless the defect or fault results from the Company's negligence); or
- ii) for any failure to perform any of its obligations under this Agreement to the extent its non-performance results from any failure by the Customer to comply with its obligations or to carry out its responsibilities under this Agreement; or any act or omission of or any failure by any third party supplier or other third party (other than a sub-contractor of the Company acting in that capacity).

18. INSOLVENCY AND DEFAULT

18.1 In any of the events that:

- i) Either party commits an act of bankruptcy or compounds or enters into a deed of arrangement with its creditors or if a receiving order is made against it an order is made or a resolution is passed for the winding-up of either party (otherwise than for the purposes of amalgamation or reconstruction); or
- ii) if a receiver or administrator is appointed of any of either party's assets or undertaking or if circumstances arise which entitle a court or a creditor to appoint a receiver, manager or administrator or which entitle a court to make a winding-up order; or
- iii) if either party takes or suffers any similar analogous action in consequence of debt; or
- iv) if either party commits any breach of this or any other agreement between the Company and the Customer,

then either party may without prejudice to any of its other rights;

- v) stop any Goods in transit; and/or
- vi) suspend further deliveries of Goods and/or Services; and/or
- vii) by notice in writing to the other party terminate any contract between the Company and the Customer. and/or

18.2 the Company by its employees or agents enter upon or into any land, buildings or vehicles where Goods are situated or are reasonably thought to be situated to retake possession of the same and the Customer shall for such purposes notify the Company of the whereabouts of the Goods.

19. CANCELLATION

No contract or order may be cancelled by the Customer without the Company's written consent, which will not be unreasonably withheld. If cancellation is accepted by the Company, the Company will invoice and the Customer will pay for all Goods supplied and Services completed and expenses properly incurred up to the date of cancellation including purchase of any Goods ordered in advance of supply.

20. FORCE MAJEURE

20.1 For the purpose of this Agreement the term Force Majeure shall mean:

- i) war and other hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition or embargo
- ii) rebellion, revolution, insurrection, military or usurped power or civil war
- iii) riot, commotion or disorder except where solely restricted to either party's employees or either party's subcontractors
- iv) earthquake, flood, fire or other natural physical disasters except to the extent that any such disaster is caused by, or its effects contributed to by, the party claiming force majeure
- v) a general industrial dispute not limited to the employees of either party or the employees of either party's subcontractor(s).

20.2 If either party consider that any circumstance of Force Majeure has occurred which may affect materially the performance of obligations, then either party may forthwith notify the other in writing to that effect giving full details of the circumstances giving rise to the Force Majeure event. For Force Majeure to apply both parties must mutually agree the circumstances in writing, agreement

not to be unreasonably withheld by either party.

- 20.3 Neither party shall be considered to be in default of their obligations under this Agreement to the extent that either party can establish that the performance of such obligations is prevented by any circumstance of Force Majeure.
- 20.4 If the performance of the obligations of either party under this Agreement is so prevented by circumstances of Force Majeure and shall continue to be so prevented for a period less than thirty (30) days, then during that period, this Agreement shall be considered as suspended. Upon the ending of the Force Majeure event that parties' mutual obligations shall be reinstated with such reasonable modifications to take account of the consequences of the Force Majeure event as may be agreed between the parties jointly. Notwithstanding such suspension, both parties shall use reasonable endeavours to assist the other party in the performance under this Agreement.
- 20.5 Subject always to clauses 9, 1 and 18, if performance of the obligations of either party under this Agreement is so prevented by circumstances of Force Majeure and shall continue to be so prevented for a period in excess of thirty (30) days, then the Agreement shall be terminated by mutual consent and, neither party shall be liable to the other as a result of such termination.

21. GENERAL

- 21.1 Subject to clause 10(h), neither party shall assign any contract in whole or in part without the written consent of the other party.
- 21.2 No terms and conditions hereof shall be deemed waived and no breach or default excused unless such waiver or excuse shall be mutually agreed in writing.
- 21.3 This Agreement may be executed in any number of counterparts, each of which is an original and all of which evidence the same agreement between the parties.
- 21.4 Nothing in this Agreement creates a joint venture or partnership between any of

the parties and this Agreement will not create an agency relationship between any of the parties and no party has any authority to, and will not, act, make representations or contract on behalf of any other party or in any way act as the agent or partner of the other party.

- 21.5 Variations to this Agreement must be in writing and signed by each party in order to be effective.
- 21.6 All notices, agreements and consents under this Agreement shall be in writing. Notices shall be sent to the address of the recipient set out in this Agreement or to such other address as either party shall notify to the other in accordance with this clause. Any letter may be delivered by hand or first class pre-paid letter and shall be treated as having been delivered:
- i) if sent by hand, when delivered; and
 - ii) if by first class post 48 hours after posting.
- 21.7 If a party delays in enforcing its rights under this Agreement (whether in relation to a breach by the other party or otherwise), agrees not to enforce its rights, or to delay doing so, then unless the party concerned expressly agrees otherwise, that delay or agreement shall not be treated as waiving the rights of the party concerned.
- 21.8 No right, power or remedy to which either party is entitled under this Agreement is exclusive of any other right, power or remedy available to that party.
- 21.9 If any provision of this Agreement is held for any reason to be ineffective or unenforceable, this shall not affect the validity or enforceability of any other provision of this Agreement or this Agreement as a whole.
- 21.10 The headings in this Agreement are inserted for convenience only and shall not constitute a part of or be referred to in interpreting this Agreement.
- 21.11 All contracts incorporating these terms and conditions shall be governed by and construed in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts.