

Terms and Conditions of Sale

INTERPRETATION

1. In these Conditions of Purchase ("Conditions") the following words shall have the following meanings:

Word	Meaning
Contract	the Order and any documents referred to therein as being incorporated into the Order including, but not limited to, these Conditions
SI	Systems Integration UK Ltd, Unit1 Marquis Drive, Moira, Swadlincote, Derbyshire DE12 6EJ Tel: 0844 375 7000
Goods	the goods described in the Order to be purchased by Systems Integration (UK) Ltd (including any part or parts of them)
IPR	intellectual property rights including, but not limited to, copyright, patents, inventions, design rights, know-how, utility models, trademarks, topography rights and all intellectual property rights of a similar nature or having equivalent or similar effect which may subsist anywhere in the world (whether registered or unregistered or capable of registration and including the application for registration of any such right) and all renewals, extensions and upgrades thereof;
Order	the purchase order from Systems Integration UK Ltd requesting the Seller to supply the Goods and/or Services;
Seller	the person, firm, company or other entity who accepts the Order;
Services	the services described in the Order to be purchased by Systems Integration (UK) Ltd (including any part or parts of them);

2. APPLICATION OF TERMS

- 2.1 These Conditions are the only terms and conditions upon which Systems Integration UK Ltd is prepared to deal with the Seller and they shall govern the Contract to the entire exclusion of all other terms or conditions.
- 2.2 No terms or conditions endorsed upon, delivered with or contained in the Seller's quotation, acknowledgement or acceptance of any Order, specification or similar document will form part of the Contract and the Seller waives any right which it otherwise might have to rely on such terms and conditions.
- 2.3 No variation to any part of the Contract shall have any effect unless confirmed by Systems Integration UK Ltd in writing or by issuing a revised Order.

3. QUALITY AND DEFECTS

- 3.1 The Seller warrants that:
- 3.1.1 the Goods shall be of the best design, quality, material and workmanship, be without fault and conform in all respects with the Order and any specification and/or patterns supplied or advised by Systems Integration UK Ltd to the Seller;
- 3.1.2 the Services shall be carried out with all due professional care, skill and diligence using the best working practices and using appropriately qualified and experienced people;
- 3.1.3 the Goods and/or Services shall comply with any applicable industry standards and / or as may be indicated in the Order and / or otherwise reasonably inferred from end-use;
- 3.1.4 it has full capacity, power and authority (including rights under third party IPR) to enter into the Contract and to supply and grant the necessary rights in respect of the Goods and/or Services pursuant to the Contract; and
- 3.1.5 the Goods and/or Services and the provision thereof will comply with, and the Contract shall be performed in compliance with, all applicable laws, rules, regulations and ordinances.
- 3.2 Systems Integration UK Ltd's rights under these Conditions are in addition to any statutory warranties or conditions implied in favour of Systems Integration UK Ltd.
- 3.3 Systems Integration UK Ltd shall have the right to inspect and test the Goods or monitor the performance of the Services at any time prior to delivery of the Goods or the completion of the Services.
- 3.4 If the results of such inspection or testing indicate that the Goods or Services do not conform with or are unlikely to conform with the Seller's warranties in Clause 3.1, Systems Integration UK Ltd shall inform the Seller and the Seller shall immediately take such action as is necessary to ensure conformity and in addition Systems Integration UK Ltd shall have the right to require and witness further testing, inspection or monitoring.
- 3.5 Notwithstanding any such inspection or testing, the Seller shall remain fully responsible for the Goods or Services and any such testing, inspection or monitoring shall not diminish or otherwise affect the Seller's obligations under the Contract.

4. INDEMNITY

- 4.1 The Seller shall keep Systems Integration UK Ltd indemnified in full against all direct, indirect, consequential, financial or economic liability, loss, damages, injury, costs and expenses (including legal and other professional fees and expenses), including but not limited to, loss of profits, loss of sales or turnover, loss of or damage to reputation, loss of contracts, loss of customers, loss of, or loss of use of, any software and / or data, loss of use of any computer or other equipment or plant, wasted management or other staff time and losses or liability under or in relation to any other contract awarded against or incurred or paid by Systems Integration UK Ltd as a result of or in connection with:
- 4.1.1 defective workmanship, quality or materials in the Goods and/or Services occurring within 24 months of delivery or completion;
- 4.1.2 an infringement or alleged infringement of any IPR caused by the use, manufacture or supply of the Goods and/or Services; and
- 4.1.3 any claim made against Systems Integration UK Ltd in respect of any liability, loss, damage, injury, cost or expense sustained by Systems Integration UK Ltd's employees, agents or customers or by any third party, to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods and/or Services.

5. DELIVERY

- 5.1 The Goods shall be delivered, carriage and insurance paid, to the place stated in the Order. The Seller shall unload the Goods as directed by Systems Integration UK Ltd.
- 5.2 The delivery date for Goods and/or the completion date for the Services shall be specified in the Order, or if no such date is specified then delivery and/or completion shall take place within 28 days of the date of the Order. Time shall be of the essence.
- 5.3 The Seller shall ensure that each delivery of Goods is accompanied by a delivery note which shows, amongst other things, the order number, date of order, number of packages and descriptions of the Goods sufficiently detailed to identify them as the subject of the relevant order and, in the case of part delivery, the outstanding balance remaining to be delivered.
- 5.4 Unless otherwise stipulated by Systems Integration UK Ltd in the Order, deliveries of Goods and/or performance of Services shall only be accepted in normal business hours.
- 5.5 If the Goods are not delivered and/or the Services are not completed on the due date then, without prejudice to any other rights that it may have, Systems Integration UK Ltd reserves the right to:
- 5.5.1 terminate the Contract in whole or in part;
- 5.5.2 refuse to accept any subsequent delivery of the Goods or performance of the Services;
- 5.5.3 recover from the Seller any expenditure reasonably incurred by Systems Integration UK Ltd in obtaining the Goods and/or Services from another supplier; and
- 5.5.4 claim damages for any additional costs, losses or expenses incurred by Systems Integration UK Ltd which are in any way attributable to the Seller's

failure to deliver the Goods and/or complete the Services by the delivery date determined by clause 5.2.

5.6 If the Seller requires Systems Integration UK Ltd to return any packaging material to the Seller that fact must be clearly stated on any delivery note delivered to Systems Integration UK Ltd and any such packaging material will only be returned to the Seller at the cost of the Seller.

5.7 Where Systems Integration UK Ltd agrees in writing to accept delivery by instalments the Contract will be construed as a single contract covering all instalments. Nevertheless failure by the Seller to deliver any one instalment shall entitle Systems Integration UK Ltd at its option to treat the whole Contract as repudiated and the rights reserved to Systems Integration UK Ltd specified in clause 5.5 will apply.

5.8 If the Goods are delivered to Systems Integration UK Ltd in excess of the quantities ordered, Systems Integration UK Ltd shall not be bound to pay for the excess and any excess will be and will remain at the Seller's risk and will be returnable at the Seller's expense.

6. RISK, PROPERTY, ACCIDENTS & DAMAGE

6.1 The Goods shall remain at the risk of the Seller until delivery to Systems Integration UK Ltd is complete (including off-loading and stacking and signature by Systems Integration UK Ltd to acknowledge delivery (although not the condition) of the Goods when title and risk in them shall pass to Systems Integration UK Ltd.

6.2 The Seller shall be liable for and shall indemnify Systems Integration UK Ltd against all claims in respect of personal injury or death or in respect of loss of or damage to any property that arises out of or in consequence of the supply of the Goods and/or Services and against all demands, costs, charges and expenses arising in connection therewith.

6.3 The Seller shall prior to the commencement of any work on site insure in any amount not being less than £10,000,000 per event, against its liability for death or personal injury or damage to any property. The terms of the policy shall include provision whereby in the event of any claim being made against Systems Integration UK Ltd in respect of which the Seller would be entitled to indemnity under the policy, the insurers will indemnify Systems Integration UK Ltd against such claims, including any costs, charges and expenses in respect thereof.

6.4 The Seller shall insure and maintain insurance against its liability for accidents or injury to workmen for an amount not being less than £5,000,000 per event. The terms of any such policy shall also include the provision to indemnify Systems Integration UK Ltd referred to in Clause 6.3.

6.5 All insurance shall be effected by an insurer of good repute and the Seller shall from time to time, if requested by Systems Integration UK Ltd produce the policy and receipts for premiums paid as satisfactory evidence of insurance cover. The Seller shall immediately notify Systems Integration UK Ltd of any material alteration to the terms of the insurance policy or in the amounts for which insurance is provided.

7. PRICE

7.1 The price of the Goods and/or Services shall be stated in the Order and unless otherwise agreed in writing by Systems Integration UK Ltd shall be exclusive of value added tax but inclusive of all other charges, including but not limited to carriage charges.

7.2 No variation in the price or extra charges will be accepted without written agreement from Systems Integration UK Ltd.

8. PAYMENT

8.1 The Seller shall invoice Systems Integration UK Ltd after delivery of the Goods and/or completion of the Services. Each invoice shall state the order number and Seller's code as they appear on the face of the Order. Invoices that do not contain this information will not be paid until an invoice that complies with this clause is provided.

8.2 Systems Integration UK Ltd shall pay invoices that comply with Clause 8.1 at the end of the month following the month of invoice. Time for payment shall not be of the essence of the Contract.

8.3 Without prejudice to any other right or remedy, Systems Integration UK Ltd reserves the right to set off any amount owing at any time from the Seller to Systems Integration UK Ltd against any amount payable by Systems Integration UK Ltd to the Seller under the Contract.

9. CONFIDENTIALITY & PUBLICITY

9.1 The Seller shall keep in strict confidence and should use for any purpose other than the purpose of this Contract all technical or commercial know-how, specifications, inventions, IPR, processes or initiatives which are disclosed to it by Systems Integration UK Ltd or its agents and any other information concerning Systems Integration UK Ltd's business or its products which the Seller may obtain ("Confidential Information"). The Seller shall restrict disclosure of such Confidential Information to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Seller's obligations under the Contract and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Seller. The Seller shall make no announcement or disclosure regarding the Order without Systems Integration UK Ltd's prior written consent.

10. SYSTEMS INTEGRATION UK LTD PROPERTY

10.1 All IPR that is created or is incorporated as part of the Goods or necessary to perform or arising from the performance of the Services shall vest with and be the exclusive property of Systems Integration UK Ltd and the Seller shall obtain appropriate undertakings from its licensors and/or sub-contractors (if any) to vest such ownership in Systems Integration UK Ltd.

10.2 Materials, equipment, tools, dies, moulds or IPR supplied by Systems Integration UK Ltd to the Seller or used by the Seller specifically in the manufacture of the Goods or the provision of the Services shall at all times be and remain the exclusive property of Systems Integration UK Ltd but shall be held by the Seller in safe custody at its own risk and maintained and kept in good condition by the Seller until returned to Systems Integration UK Ltd and shall not be disposed of other than in accordance with Systems Integration UK Ltd's written instructions, nor shall such items be used otherwise than as authorised by Systems Integration UK Ltd in writing.

10.3 Where the Goods to be supplied is or includes bespoke software, Systems Integration UK Ltd shall receive full, unrestricted, irrevocable and world-wide title and ownership to that software and the Seller shall take all steps necessary to fulfil this condition.

10.4 Where the Goods to be supplied is or includes software that is not owned by either Systems Integration UK Ltd or the Seller, then the Seller shall obtain a full, unrestricted, irrevocable, world-wide licence authorising Systems Integration UK Ltd's use of the software.

11. TERMINATION

11.1 Systems Integration UK Ltd shall have the right at any time and for any reason to terminate the Contract in whole or in part by giving the Seller written notice whereupon all work on the Contract shall be discontinued and Systems Integration UK Ltd shall pay to the Seller fair and reasonable compensation for work-in-progress at the time of termination but such compensation shall not include any loss of profits, loss of sales or turnover, loss of or damage to reputation, loss of contracts, loss of customers, loss of, or loss of use of, any software and / or data, loss of use of any computer or other equipment or plant, wasted management or other staff time, losses or liability under or in relation to any other contract, indirect loss or damage, consequential loss or damage, special loss or damages.

11.2 Without limiting Clause 11.1, Systems Integration UK Ltd shall have the right at any time by giving notice in writing to the Seller to terminate the Contract forthwith if:

11.2.1 the Seller commits a breach of any of the terms and conditions of the Contract;

11.2.2 any distress, execution or other process is levied upon any of the assets of the Seller;

11.2.3 the Seller enters into any compromise or arrangement with its creditors, commits any act of bankruptcy or if an order is made or a resolution is passed for its winding up (except voluntarily for the purposes of amalgamation or reconstruction as a solvent company) or if a petition is presented to court, or if a receiver and/or manager, administrative receiver or administrator is appointed in respect of the whole or any part of the Seller's undertaking or assets;

11.2.4 the Seller ceases or threatens to cease to carry on its business; or

11.2.5 the financial position of the Seller deteriorates to such an extent that in the opinion of Systems Integration UK Ltd the capability of the Seller adequately to fulfil its obligations under the Contract has been placed in jeopardy.

11.3 The termination of the Contract, however arising, will be without prejudice to the rights and duties of Systems Integration UK Ltd accrued prior to termination. The Conditions, which expressly or by implication have effect after termination, will continue to be enforceable notwithstanding termination.

12. REMEDIES

12.1 Without prejudice to any other right or remedy which Systems Integration UK Ltd may have, if the Seller fails to supply any Goods and/or perform any Services in accordance with, or to comply with, any of the terms of this Contract, Systems Integration UK Ltd shall be entitled at its sole option to any one or more of the following remedies, whether or not any part of the Goods and/or Services has been accepted by Systems Integration UK Ltd:

12.1.1 to rescind the Order;

12.1.2 to reject the Goods and/or Services (in whole or in part) and return the Goods to the Seller at the risk and cost of the Seller and receive a full refund for the Goods so returned and/or the Services so rejected forthwith from the Seller;

12.1.3 to give the Seller the opportunity at the Seller's expense either to remedy any defect in the Goods or to supply replacement Goods and/or re-perform the Services and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;

12.1.4 to refuse to accept any further deliveries of the Goods; or

12.1.5 to claim such damages as may have been sustained in consequence of the Seller's breaches of the Contract.

13. ASSIGNMENT

13.1 The Seller shall not be entitled to assign the Contract or any part of it without the prior written consent of Systems Integration UK Ltd.

13.2 Systems Integration UK Ltd may assign the Contract or any part of it to any person, firm or company.

14. FORCE MAJEURE

14.1 Systems Integration UK Ltd reserves the right to defer the date of delivery, completion or payment or to cancel the Contract or reduce the volume of the Goods and/or Services ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond its reasonable control including, without limitation, acts of God or government, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

15. HEALTH SAFETY & ENVIRONMENT

15.1 The Seller shall at all times comply with all legislation, standards and regulations, including but not limited to, those relating to Consumer Protection and Health, Safety and Environment, which are relevant to any Goods and/or Services supplied pursuant to the Contract.

15.2 The Seller shall not supply any Goods and/or Services that are intrinsically hazardous to life or harmful to the environment, without appropriate arrangements being agreed to by the parties in advance.

16. ANTI - BRIBERY AND CORRUPTION

16.1 The Supplier warrants and represents that it has not and will not carry out any act that could be an offence under the Bribery Act 2010.

16.2 The Supplier undertakes to advise the Company Secretary of Systems Integration UK Ltd immediately it suspects that any director, employee, agent or associates of the Supplier requesting or soliciting any bribe or otherwise conducting themselves in a manner that could be an offence under the Bribery Act 2010

16.3 The Supplier represents and warrants that it has adequate procedures (as defined in the Bribery Act 2010) in its business to prevent bribery occurring.

16.4 Systems Integration UK Ltd may, at any time and from time to time audit the Supplier's procedures to ensure that it is satisfied that such procedures are adequate. If the procedures are found to be materially inadequate, the Supplier undertakes to improve its procedures and in such event the costs of such audit and improvement in its procedures shall be to the sole account of the Supplier.

17. GENERAL

17.1 Each right or remedy of Systems Integration UK Ltd under the Contract is without prejudice to any other right or remedy of Systems Integration UK Ltd whether under the Contract or not.

17.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

17.3 Failure or delay by Systems Integration UK Ltd in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

17.4 Any waiver by Systems Integration UK Ltd of any breach of, or any default under, any provision of the Contract by the Seller will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

17.5 English law shall govern the formation, existence, construction, performance, validity and all aspects of the Contract and the parties submit to the exclusive jurisdiction of the English courts.

17.6 The parties agree that a person who is not a party to this Contract shall have no right or remedy under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.