

SALES CONTRACT
Terms and Conditions

1. ACCEPTANCE OF ORDER

The Customer's offer to purchase the goods and services overleaf shall remain irrevocable for a period of 21 days from the date hereof Onesys Limited shall be deemed to accept the terms and conditions of this contract unless it notifies the Customer in writing within 21 days hereof

2. PRICE

Prices stated overleaf are the prices ruling on the date hereof. Prices payable will be those ruling on the date of delivery to the Customer.

3. PAYMENT

50% of the total including VAT shall be paid by the Customer on the date hereof. The balance of the total including VAT should be payable immediately upon the delivery of the goods and services.

Interest is payable on overdue accounts at the rate of 2% per month or part thereof

4. TERMINATION

Without prejudice to Onesys Limited other legal rights and remedies Onesys Limited shall be entitled to treat this contract as repudiated by the Customer if the Customer fails to pay the full price when due or is in breach of any provision hereunder. Non-enforcement by Onesys Limited shall not be deemed a waiver of its rights by Onesys Limited which may be enforced unless any breach is remedied by the Customer.

Without prejudice to Onesys Limited other legal rights if the Customer enters into liquidation either voluntary or compulsory has a receiver or administrator appointed over the whole or part of its assets or enters into any scheme of administrator with its creditors this contract shall terminate automatically on the occurrence of any such event as aforesaid

5. PROPERTY RIGHTS

Title in the goods supplied by Onesys Limited under this Contract shall remain in Onesys Limited until the Total Price has been paid by the Customer in full and until such payment is received by Onesys Limited the Customer shall hold such goods on a fiducian basis and as bailee of Onesys Limited (returning the same to Onesys Limited immediately on request) and the Customer shall store the same at no cost to Onesys Limited in such a way that such goods are closely identified as belonging to Onesys Limited

In the event of the Customer failing to deliver the goods up to Onesys Limited when requested or on the occurrence of any event referred to in clause 4. above Onesys Limited is hereby irrevocably authorised to enter forthwith onto the Customer's premises and repossess and remove such goods consigned and the Customer shall be responsible for Onesys Limited costs of so doing.

Notwithstanding the above risk of damage or destruction to the goods delivered to the Customer shall be borne by the Customer without prejudice to the foregoing Onesys Limited shall have a general and particular lien over the goods supplied under this contract between the parties hereto where any of the purchase price remains unpaid.

6. DELIVERY

There is no specified delivery date. The Customer shall accept delivery hereunder within a reasonable period from the date hereof Onesys Limited shall not be liable for non-delivery caused by circumstances beyond its control

This contract is independent of any other agreement and the Customer shall be bound by the terms and conditions hereof notwithstanding the non-performance or non-delivery of services or goods by Onesys Limited third parties or the Customer necessary for the operation of the goods and service supplied hereunder

7. INSTALLATION

The Customer shall ensure that the environmental and electrical supply conditions are suitable for the goods in accordance with the manufacturer's specification

8. SYSTEM IMPLEMENTATION AND ACCEPTANCE

System implementation shall not commence until the payment due upon delivery of the Goods to the delivery address has been received in full

System implementation shall proceed in accordance with the programme attached hereto. In the event of delays attributable to the Customer exceeding 20% of the programme time the Customer shall be required to accept the system and to pay the balance of the total price on the date envisaged for completion in the implementation programme. Under other circumstances Onesys Limited shall request the Customer's acceptance of the system at the completion of the implementation programme or on the date of delivery. The customer shall within 14 days of Onesys Limited request either a) Pay the balance of the total price or b) Provide Onesys Limited with a written statement of non-compliance including details of all items not complying with specifications and reasonable grounds for withholding acceptance

The Customer shall accept the system and pay the balance of the total price immediately upon the satisfactory completion of the remedial or additional work required by the Customer's Statement of Non- Compliance

9. SOFTWARE

The performance of any standard software supplied by Onesys Limited hereunder shall be prescribed by its operating manual. The performance on any bespoke software supplied by Onesys Limited hereunder shall be prescribed by detailed specification agreed by the parties hereto and forming part of the contract. The Customer shall disregard any performance claims which are not confirmed by the relevant operating manual or specification. All intellectual property rights in bespoke software remain with Onesys Ltd.

The Customer shall be required to take out a Software User Licence for each software product purchased hereunder and any software is supplied subject to the terms and conditions of such User License

10. OPERATIONAL SUPPORT

Ongoing software support provided by Onesys Limited shall be subject to the terms and conditions of Onesys Limited Software Support Agreement the performance whereof shall not in any circumstances affect the liabilities of the Customer hereunder

Ongoing hardware maintenance provided by Onesys Limited shall be subject to the terms and conditions of Onesys Limited Hardware Maintenance Agreement the performance whereof shall not in any circumstances affect the liabilities of the Customers hereunder

11. DISPUTES

If any dispute arises between the parties with respect to any matter within the expertise of a technical expert then such dispute shall at the instance of either party be referred to a person agreed between the parties and in default of agreement within 21 days of notice from either party to the other calling upon the other so to agree to the person chosen on the application of either party by the president for the time being of the British Computer Society. Such a person shall be appointed to act as an expert and not as an arbitrator and the decision of such person shall be final and binding.

The costs of such expert shall be borne equally by the parties unless such expert shall decide that one party has acted unreasonably in which case he shall have discretion as to costs

12. ACCESSORIES

Any accessories supplied by Onesys Limited to the Customer from time to time when available shall be supplied under Onesys Limited terms and conditions of sale and prices then prevailing and shall not form part of this contract

Onesys Limited shall not be responsible for the failure in performance of any goods supplied hereunder where accessories used by the Customer do not conform to Onesys Limited specifications or where the goods supplied hereunder are used in a manner other than that recommended by Onesys Limited

13. WARRANTY

The goods supplied hereunder shall be subject to the manufacturer's warranty the terms and conditions of which may vary from item to item. Ongoing maintenance provided by Onesys Limited shall be subject to the terms and conditions of Onesys Limited Hardware Maintenance Agreement

14. LEASING

If the Customer enters into any financial arrangement with a third party whereby it is intended that title to the goods supplied hereunder shall pass to such third party the Customer shall notwithstanding any arrangement to the contrary remain liable to Onesys Limited under the terms and conditions of this contract. The payment in full by any third party to Onesys Limited of the purchase price hereunder shall be a full discharge to the Customer of its obligations to pay such purchase price to Onesys Limited

If for any reason whatsoever the Customer's arrangements for financing the purchase of the goods shall be frustrated the terms and conditions hereof shall remain in full force and effect as between Onesys Limited and the Customer

15. CANCELLATION

If the Customer purports to cancel this contract the Customer shall become liable fully to compensate Onesys Limited for all actual contingent or anticipated expenses and loss of profit incurred or to be incurred by Onesys Limited hereunder. If such amount shall not have agreed within one month of the Customer's purported cancellation the Customer shall pay to Onesys Limited a cancellation fee equivalent to 33% of the total price including VAT

16. LIABILITIES

Onesys Limited liability hereunder shall be limited to death or physical injury caused by the negligence of Onesys Limited or its employees and Onesys Limited shall not be liable for any direct or indirect loss of profits howsoever or whensoever caused and of whatsoever nature save to the extent that any such losses cannot be excluded by law

No liabilities obligations warranties conditions or undertakings statutory or otherwise implied or express shall be deemed to be included in this contract save those which cannot be excluded by law

Onesys Limited shall not be liable in contract tort or otherwise for direct or consequential loss or damage or injury in connection with or arising out of possession operation use malfunction or modification of goods or services supplied hereunder save as provided herein and the Customer shall indemnify Onesys Limited in respect of any claim for loss damage or injury to any person or property or for any other loss directly or indirectly occasioned by or arising from the possession operation any other loss directly or indirectly occasioned by or arising from the possession operation or use of the goods supplied hereunder or arising from the malfunction or modification of such goods by the Customer

17. ENGAGEMENT OF PERSONNEL

Should any employee of Onesys Limited be engaged by the customer during the period commencing on the hereof and ending 12 months after the date of final payment the Customer shall pay to Onesys Limited forthwith a fee of 25%(twenty five) of the employee's gross annual earnings with the Customer