

## INTERACT TECHNOLOGY CONDITIONS OF SALE

### 1. Interpretation

#### 1.1 In these conditions:

- 'Client' means the person named in the Specification Sheet accepting Interact Technology for sale of the goods and provision of Service or whose order for Goods or Services is accepted by Interact Technology.
- 'Conditions' means the standard terms and conditions of sales set out in this document and includes any special terms and conditions agreed in writing between the Client and Interact Technology.
- 'Contract' means the contract for the purchase and sale of the Goods.
- 'Goods' means the goods (including any instalment of the goods or any parts), which Interact Technology is to supply according to these Conditions.
- 'Interact Technology' means Interact Technology Ltd (registered number 6348509)
- 'Service' means the services to be provided by Interact Technology for the Client and set out in the Specification Sheet, which shall include the preparation of any quotation.
- 'Site Information' means any documents or other materials, and any data or information provided by the Client relating to the site or location where the Services are to be provided.
- 'Specification Sheet' means the sheet to which these conditions are attached containing any applicable quantity, quality and description of Goods and Services.
- 'Bankruptcy' means the making, of a voluntary arrangements with creditors, becoming bankrupt, becoming subject to an administration order, going into liquidation (other than for the purposes of a solvent reconstruction or amalgamation), the appointment of a receiver of any property of that party or the ceasing or threatening to cease to carry on business or if Interact Technology reasonably apprehends that any of these occurrences is about to take place.
- 1.2 Any references in these Conditions to provisions of a statute shall be construed as reference to that provision as amended, re-enacted or extended.
- 1.3 The heading in these Conditions are for convenience only and shall not affect their interpretation.

### 2. Basis of sale:

- 2.1 Interact Technology accepts any orders subject to these Conditions only forming the basis of the Contract of sale excluding all other terms subject to which any order is made or quotation is accepted, and no variation to these conditions shall be made unless in writing between authorised representatives of these parties.
- 2.2 The Client remains responsible to Interact Technology for ensuring the accuracy of the terms of any order and for giving any necessary site information to Interact Technology. No order submitted by the Client shall be deemed accepted by Interact Technology unless and until confirmed by an authorised representative of Interact Technology.
- 2.3 Any recommendation given to the Client as to storage, application or use of Goods not confirmed by an Authorised Representative of Interact Technology is followed entirely at the Client's risk.
- 2.4 Errors or omissions in any quotation, price list, acceptance of offer, invoice or other document issued by Interact Technology shall be subject to correction without any liability on the part of Interact Technology.
- 2.5 The Client shall retain all intellectual property in the Site information, and Interact Technology shall retain all intellectual property in any design specifications and contents of Specification Sheets.

### 3. Orders and Specifications:

- 3.1 Interact Technology may make any changes in specifications of Goods and Services as required to conform with any applicable regulations or which do not materially affect their quality and performance.
- 3.2 No order accepted by Interact Technology may be cancelled by the Client except with Interact Technology's agreement in writing on terms that the Client shall indemnify Interact Technology in full against any loss (including loss of profit), costs (of all labour and materials used and any sums due in respect of project management services carried out until the date of removal of any Goods delivered), damages, charges and expenses incurred by Interact Technology as a result of cancellation, which may be set off against any deposit paid by the Client.

### 4. Price of the goods:

- 4.1 All prices quoted are valid for 2 months only or until earlier acceptance by the Client.
- 4.2 Interact Technology reserves the right, by giving 30 days' notice to the Client at any time before delivery, to increase the prices of the Goods and Services and may increase such prices immediately on notice to the Client to reflect any increase in the cost to Interact Technology due to factors beyond its control (including, but not limited to; any foreign exchange fluctuation, currency regulation, duty alteration, increase in the costs of labour, materials or other costs of manufacture; any change in delivery dates, quantities or specifications for the Goods requested by the Client; or any delay due to instructions of the Client or Client's failure to give Interact Technology adequate information).
- 4.3 The price is exclusive of any applicable value added tax, which the Client shall be additionally liable to pay to Interact Technology.

### 5. Terms of payment:

- 5.1 Interact Technology may invoice the Client for the price of the Goods on or at any time after receipt of an order. Payment shall be in 3 instalments:
- 50% on receipt of after order,
  - 25% on delivery of the Goods,
  - 25% 14 days from hand over of the system
- For each of these payment events, Interact Technology will initially provide a proforma invoice, and on receipt of the Respective payment, will subsequently issue and invoice.
- 5.2 The Client shall pay the price of the Goods without deduction or set off. Interact Technology may recover the price not withstanding that delivery may not have taken place and property in the Goods have not passed to the Client. Time of payment of the price shall be of the essence of the Contract.
- 5.3 If the Client fails to make any payment on the due date then, without prejudice to any other right or remedy available to it, Interact Technology shall be entitled to
- cancel the contract or suspend any further deliveries to the Client,
  - appropriate any payment made by the Client to such Goods (or the goods supplied under any other contract between the parties) as Interact Technology may think fit (not withstanding any purported appropriation by the Client, and
  - change interest (both before and after any judgment) on the amount unpaid at 5 percent per annum above National Westminster Bank plc base rate from time to time, until payment in full is made (a part of a month treated as a full Month for the purpose of calculating interest).
- 5.4 If the Client suffers an event of Bankruptcy then, without prejudice to any other right or remedy available to It, Interact Technology shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Client, and if the goods have been delivered but not paid for the price shall become immediately due and payable, if payment is not made in accordance with the provisions of this clause, then Interact Technology shall be entitled to enter the Client's premises for the sole purpose of recovering the Goods provided under this Contract, and may set the same at best market rate achievable, (recognising that their market value will be substantially reduced, by the nature that they will be deemed "second hand" goods), and offset against the price unpaid by the Client. Any sums recovered in excess of the Client's liability to Interact Technology will be returned to the Client.

### 6. Delivery

- 6.1 Delivery of the Goods shall be made by the Client collecting the Goods at Interact Technology's premises at any time after Interact Technology has notified the Client that the Goods are ready for collection or, if some other place for delivery is agreed by Interact Technology, by Interact Technology delivering the Goods to that place. Delivery of Services shall be at handover of any system
- 6.2 Any dates quoted for delivery of the Goods are approximate only and Interact Technology shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of these essence of the Contract. The Goods may be delivered by Interact Technology in advance of the quoted delivery date upon giving reasonable notice to the Client.
- 6.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by Interact Technology to deliver any one or more of the instalments in accordance with these Conditions 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.
- 6.4 If the client fails to take delivery of the goods or fails to give Interact Technology adequate delivery instructions at the time stated for delivery (if not because of anything beyond the clients reasonable control or by of Interact Technology fault) then, without prejudice to any other right or remedy available to it, Interact Technology may
- store all the Goods until actual delivery and charge the Client for reasonable cost (including insurance) of storage or
  - sell the Goods at the best price readily 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 any shortfall below the price under the Contract.

### 7. Retention of Title

- 7.1 Risk of damage to or loss of the Goods shall pass to the Client at the time of delivery or tendered delivery.
- 7.2 Notwithstanding delivery and the passing of risk in the Goods, or other provisions of these Conditions, property of the Goods should not pass to the Client until Interact Technology has received payment in full of the price of Goods and Other goods agreed to be sold by Interact Technology to my Client for which payment is due.
- 7.3 Until property in the Goods passes to the Client shall hold the Goods at Interact Technology fiduciary agent and bailee and shall keep the goods separate from those of the Client and third parties and property stored, protected and insured and identified as Interact Technology's property and until property in the Goods passes to the Client, Interact Technology may at any time require Client to deliver up the Goods to Interact Technology and, if the Client fails to do so forthwith, enter upon any premises of the Client or any third parties where the Goods are stored and repossess the Goods, and operation of this clause shall give rise to deemed cancellation of the Contract.
- 7.4 The Client may not pledge or in any way charge by way of security any of the Goods remaining Interact Technology property, but if the Client does so all moneys owing by the Client to Interact Technology shall without prejudice to any to any other of Interact Technology rights or remedies forthwith become due and payable.

### 8. Warranties and liability

- 8.1 Subject to the conditions set out below Interact Technology warrants that the Goods will correspond with their specification at delivery and will be free from defects in material and workmanship of ( ) months of delivery, and the services will be provided in a reasonably competent manner, subject to the following conditions
- Interact Technology shall be under no liability in respect of any defect in the Goods or shortcoming in provision of the Services arising from any information or specification supplied by the Client
  - Interact Technology shall be under no liability in respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow Interact Technology instructions (weather oral or in writing) misuse of alteration or repair of the Goods without Interact Technology approval
  - Interact Technology shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods and Services has not been paid by the due date for payment
  - The above warranty does not extend to parts, materials or equipment not manufactured by Interact Technology. In respect of which the Client shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturers to Interact Technology.
- 8.2 Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), as warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 8.3 Any claim by the Client, which is based on a defect of the goods or Services, or their failure to correspond with specification, shall (whether or not delivery is refused by the Client) be notified to Interact Technology within 14 days from the date of handover of the Goods, and completion of the Services, if delivery is not refused, and the Client fails to notify Interact Technology accordingly, the Client may not reject the Goods and Interact Technology shall have no liability for such defect or failure, and the Client shall pay the price as if Interact Technology had complied with its obligation pursuant to the Contract.
- 8.4 Where any valid claim regarding any Goods and Services based on any defect in quality or condition of the Goods or their failure to meet specification is notified to Interact Technology, Interact Technology may replace the Goods (or the part in question) or, at Interact Technology sole discretion, refund the price of the Goods (or a proportionate part of the price), but Interact Technology shall have no further liability.
- 8.5 Except for death or personal injury caused by Interact Technology negligence, Interact Technology is not liable to the Client For any representation (unless fraudulent), or any implied warranty, condition or other term, or any common law duty, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether due to negligence of Interact Technology, its employees or agents or otherwise) which arise from or in connection with the supply of the Goods or their use by the Client, Interact Technology entire liability under or in connection with the Contract shall not Exceed the price of the Goods, except as expressly provided in these Conditions.
- 8.6 Interact Technology shall be liable to the Client in respect of any failures and delays in communications arising from any third party service enabled with the assistance of Interact Technology, including, but not, limited to , the use of least cost routing services.
- 8.7 Interact Technology shall not be liable to the Client in respect of any failures and delays of third party contractors (including network providers) with whom the Client contracts resulting from project management services carried out by Interact Technology.
- 8.8 Interact Technology shall not be liable to the Client, or be deemed to be in breach of the Contract, by reason of any delay in performing, or any failure to perform, any of Interact Technology obligations in relation to the Goods. If the delay or failure was due to any cause beyond Interact Technology's reasonable control. Without prejudice to the generally of the foregoing, these shall be regarded as causes beyond Interact Technology reasonable control; act of God, explosion, flood, tempest fires or accident, war or threat of war, sabotage insurrection, civil disturbance or requisition, acts, restrictions, regulations, bye-laws, prohibitions or any measures on the part of any governmental, parliamentary or local authority, import or export regulations or embargoes, strikes, lock-outs or other industrial actions or trades disputes (whether involving employees of Interact Technology or of a third party), difficulties in obtaining raw materials, labour, fuel, parts or machinery, power failure or breakdown in machinery.

### 9. General:

- 9.1 Any notice given under these Conditions shall be written addressed to the other party's registered office or other address notified pursuant to this provision to the party giving the notice.
- 9.2 If any of these Conditions are held to be invalid or unenforceable in whole or in part, the validity of other provisions of these Conditions and the rest of the provision in question are not affected.
- 9.3 Any dispute arising under or in connection with these Conditions or the sale of the Goods of provision of Services may be referred to arbitration by a single arbitrator appointed by agreement (in default) nominated on the application of either party by the President for the time being of the Chartered Institute of Arbitrators pursuant to the provisions of the Arbitration Act 1996.
- 9.4 The Contract shall be governed by the laws of England, and the Client agrees to submit to the non-exclusive jurisdiction of the English courts.