1. Interpretation

1.1 In these Conditions:

(a) "Client" means the person or other party agreed in the Specification Sheet accepting Interact Technology for the sale of the goods and provision of Service or whose order for Goods or Services is accepted by Interact Technology;

(b) "Conditions" means the conditions of sale and/or the硪e of sale and/or of Service [or of any other Contract] and includes any special terms and conditions agreed in writing between the Client and Interact Technology;

(c) "Contract" means a contract for the sale of Goods, or provision of Services, or both;

(d) "Goods" means the goods (including any reinstatement of the goods or any parts), or which Interact Technology is to supply according to these Conditions;

(e) "Interact Technology" means Interact Technology Ltd (registered number 6348509); and

(f) "Services" or "Service" means services to be provided by Interact Technology and set out in the Specification Sheet, which shall include the preparation of any quotation.

2. Conditions of supply

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 advice or 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 own 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 requirements of the Client or Client's instructions at the time of order acceptance and commissioning with creditors, becoming bankrupt, becoming subject to an organisation, going into liquidation (other than for the purposes of a solvent reorganisation or amalgamation), the insolvency of a receiver of any property of that party or the overspending or threatening to cease to carry on business or Interact Technology reasonably apprehends that any of these occurrences is about to take place.

4. Basis of sale

4.1 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.

4.2 No order accepted by Interact Technology may be cancelled by the Client except with Interact Technology agreement in writing and the Client shall indemnify Interact Technology in respect of any loss or damage suffered by Interact Technology if an order is cancelled or the Client is in default in any obligations of the Client under the contract. Any increase in the cost to Interact Technology due to factors beyond its control (including, but not limited to the increase in cost to any other of Interact Technology rights or remedies forthwith become due and payable.

5. Payment of price

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:

(a) 50% on receipt of order,

(b) 25% on delivery of the Goods,

(c) 25% 15 days from handover of the system.

5.2 Interact Technology reserves the right to charge interest (both before and after any judgment), costs, expenses or other charges 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 entirely liable under or in connection with the Contract shall not exceed the price of the Goods, except as expressly provided in these Conditions.

5.3 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.

5.4 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.

5.5 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.

5.6 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 Interact Technology is not able to perform any of its obligations under these Conditions due to any cause beyond its reasonable control (including, but not limited to the foreseen, the general 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 Clients-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 as agreed in writing between the Client and Interact Technology.

6.2 The risk of damages or loss of the Goods shall pass to the Client at the time of delivery or tendered delivery.

6.3 The Client shall be liable for any loss or damage to the Goods shall be at handover of any system.

6.4 The Client shall be liable for any failure to take delivery of the Goods or failing to give Interact Technology adequate information at the time of delivery (whether or not because of any failure on the part of the Client or Interact Technology) then, without prejudice to any other right or remedy available to Interact Technology, Interact Technology may:

(a) cancel the contract or suspend any further deliveries to the Client, and

(b) sell the Goods at the best price reasonably obtainable (and after deducting all reasonable storage and selling expenses) to a third person who is not in breach of any contract with the Client, for the excess over the price under the Contract.

7. Retention of Title

7.1 If the Goods are lost or destroyed in transit, Interact Technology may, at its discretion, substitute the Goods or replace them with similar goods of equal value without increasing the price of the Goods, and of operation of this clause shall give rise to deemed cancelled of the Contract.

7.2 The Client is deemed to be in default of any other right or remedy available to Interact Technology or by Interact Technology, if the Client fails to do any act or thing required by these Conditions to be done by the Client, or if the Client fails to accept delivery of the Goods or achieves the payment of any amounts due to Interact Technology, and Interact Technology may at any time require Client to deliver up the Goods to Interact Technology and, if the Client fails to do so, Client is deemed to be in default of any other right or remedy available to Interact Technology, and the operation of this clause shall give rise to deemed cancelled of the Contract.

7.3 Interact Technology shall not be liable for any loss or damage to the Goods arising from any act or omission of the Client or for which Interact Technology is not liable, including any loss of or damage to the Goods resulting from any act or omission of the Client or any act or omission of any other person or entity, whether or not that person or entity is under any obligation to Interact Technology.

8. Warranties and liability

8.1 Subject to the conditions set out below Interact Technology warrants that the Goods will correspond with their specification and will be free from defects in material and workmanship within 2 months of delivery, and the services will be provided in a reasonably competent manner, subject to the following conditions:

(a) 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

(b) Interact Technology shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow Interact Technology instructions (weather oral or in writing) misuse at alteration or repair of the Goods without Interact Technology approval

(c) 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

(d) The above warranty does not extend to parts, materials or equipment not manufactured by Interact Technology

(e) In respect of which the Client shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer 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 status 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 released 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 is made regarding any Goods and Services based on any defect in quality or condition of the Goods or Services, or the failure to meet specification is not notified to Interact Technology, Interact Technology may replace the Goods (or the part or service in question) or, at Interact Technology sale 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 (whether 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 (or 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 Interact Technology is not able to perform any of its obligations under these Conditions due to any cause beyond its reasonable control (including, but not limited to the foreseen, the general 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 Clients-liability to Interact Technology will be returned to the Client.

8.9 If any of these Conditions are held to be invalid, illegal or unenforceable in whole or in part, the validity, legality and enforceability of the remaining provisions shall not be affected.

8.10 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 English laws.

8.11 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.