

General Terms and Conditions of Sale

"Terms"

These general conditions (the "Terms") shall be incorporated in, and form part of every contract for the sale by Power Internet Limited (the "Seller") of any goods (the "Goods") or services (the "Services") specified in the Seller's quotation (together referred to as the "Goods and Services") which shall be the subject of the contract between the Seller and the person, company or other organisation or entity (the "Buyer") purchasing the Goods and Services from the Seller ("the Contract").

In addition, any of the Seller's specific standard terms and conditions in relation to the particular Goods and Services to be supplied to the Buyer shall also apply to the Contract and are incorporated herein as part of these Terms.

General

All quotations are made and all orders are accepted subject to these Terms, which supersede any earlier set of terms and conditions of the Seller wherever appearing and which also override any terms or conditions stipulated, incorporated or referred to by the Buyer. These Terms apply to all Contracts for the sale or supply of Goods and Services to the Buyer to the exclusion of any terms and conditions specified by the Buyer. Any attempt by the Buyer to use other terms and conditions shall be void.

Acceptance and Cancellation

A quotation by the Seller shall be deemed an invitation to treat to purchase the Goods and Services subject to these Terms. The quotation shall be open for acceptance by the Buyer within the period stated therein or, if no period is stated, within 30 days of the date of the quotation unless withdrawn by the Seller. A quotation is limited to the Goods and Services specified. If the Buyer wishes to make an order on the basis of the quotation, such order must be accompanied by sufficient information to enable the Seller to proceed with the order forthwith and the order shall be deemed an offer by the Buyer to purchase the Goods and Services. The Supplier may revise the quotation price where there is any delay in supplying such information. The Contract is created when the Seller confirms acceptance of the order in writing. All prices quoted are subject to confirmation at time of order and are exclusive of VAT, which will be chargeable in accordance with legislation current at the date of supply, and a reasonable administration fee if the Buyer pays by credit card. Credit limits may be given at the sole discretion of the Seller, but the Seller may require both bank and trade references. At its sole discretion, the Seller may cancel or amend any credit limit previously granted.

Variations

In the event that a variation to the Contract is requested or suspension of work occurs as a result of instructions or lack of instructions received from the Buyer (a Variation), the Seller shall be entitled to charge the Buyer for all costs incurred by the Seller as a result of said Variation. Such charge shall be reflected in the Seller's invoice to the Buyer for the relevant Contract.

Prices

The Seller reserves the right by giving notice to the Buyer at any time during the Contract to increase the price of Goods and Services to reflect any increase in cost to the Seller which is due to any factor beyond the reasonable control of the Seller. The Buyer agrees to reimburse the Seller for all reasonable expenses incurred in the provision of the Services, including without limitation all travel and subsistence expenses, upon production of the relevant receipts evidencing the expenditure.

Terms of Payment

Unless otherwise agreed in writing with the Seller payments shall be made without any deduction within 30 days from the date of the invoice. The Seller reserves the right to charge interest on any amounts unpaid at the end of this period of 30 days at 3% above the Base Rate for the time being in force of Santander UK PLC, and the Buyer shall be liable for any costs incurred by the Seller in recovering such amounts. Invoice queries must be notified to the Seller within 10 working days of the date of the invoice. The Seller reserves the right to charge a reasonable administration fee for any account temporarily suspended due to a breach of these Terms. No deduction may be made by the Buyer in respect of any set-off or counterclaim howsoever arising.

Delivery of the Goods and Services

1. The Seller shall deliver the Goods to the Buyer EXW (as defined by Incoterms 2000). Accordingly the Buyer shall take delivery of the Goods within 14 days of the Seller's notification to the Buyer that the Goods are ready for collection.
2. Any dates quoted for delivery or performance of the Goods and Services are approximate only and the Seller shall not be liable for any delay in delivery or performance of the Goods and Services howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Seller reserves the right at its sole discretion to make partial deliveries of the Goods and each part so delivered shall, for the purposes of payment, be deemed to be a separate Contract and may be invoiced separately. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.
3. Where no date has been specified for delivery of Goods the Buyer shall give the Seller all necessary instructions and authorities and generally make all necessary arrangements so that delivery may take place within 14 days after the Seller has notified the Buyer that the Goods are ready for delivery.
4. Where the Goods are to be delivered in instalments, each delivery shall constitute a separate Contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Terms or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
5. If the Seller fails to deliver the Goods for any reason other than due to a force majeure event or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.
6. If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery or within 14 days after notification under these Terms (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may:
 - i. store the Goods until actual delivery and charge the Buyer for the reasonable costs and expenses (including, without limitation, storage and insurance) of storage and risk in the Goods shall pass to the Buyer as the Goods will be deemed delivered; or
 - ii. treat the Contract as repudiated and terminate the Contract with immediate effect and sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.
7. Unless required to do so by these Terms the Buyer may not return the Goods or any part of the Goods to the Seller after delivery unless the Seller specifically agrees in writing to their return and in which case the Buyer shall be liable to pay the Seller a re-stocking charge.
8. The Buyer is responsible for checking the condition, quantity and specification of the Goods at the time of delivery. Any variations must be reported in writing to the Supplier immediately but no later than 24 hours from the date of the delivery note.
9. The Seller shall perform the Services at the premises specified in the quotation. If any delay to the provision of the Services is caused by the Buyer any timeframes for delivery of the Services shall be reassessed by the Seller and extended in the Seller's sole discretion
10. The Buyer, without charge, shall:
 1. ensure that its employees and, where applicable, other independent contractors engaged by it, co-operate fully with the Seller in relation to the provision of the Services;
 2. promptly furnish to the Seller such information, documents, material or data as the Seller may reasonably request for the proper performance of the Services;
 3. make available to the Seller such office and administrative services as may be necessary to provide the Services; and
 4. allow the Seller such access to the Buyer's premises and computer systems as the Seller may require for the proper performance of the Services.

Retention of Title

1. All Goods shall be at the Buyer's risk from the time of delivery but will remain the property of the Seller until all payment due from Buyer to Seller has been made in full.
2. The Seller, or any of its agents, may at any time without notice before payment is made in full enter any premises to retake possession of all the Goods whether held in the custody of the Buyer or at any other premises
3. The Seller shall be entitled to seek a court injunction to prevent the Buyer from selling, transferring or otherwise disposing of the Goods if at any time payment for the Goods is outstanding
4. At all times before payment is made by the Buyer in full, the Buyer shall store or otherwise denote the Goods in respect of which property remains with the Seller in such a way that the same can be recognised as the property of the Seller.
5. The Buyer's right to hold or deal in any way with the Goods shall terminate automatically and the Seller shall be entitled to immediately recover the Goods if 1) the Buyer, being an individual, becomes bankrupt or is the subject of a bankruptcy petition or enters into any arrangement with creditors; or 2) the Buyer, being a limited company is subject to the appointment of an administrative receiver or goes or is forced into any form of insolvency; 3) the Buyer authorises the Seller, its employees or agents to enter the Buyer's premises for the purpose of enforcing these provisions; 4) the Buyer commits a material breach of these Terms.

Liability for Delay

Any dates quoted are calculated from the receipt by the Seller of the written order. The Seller shall incur no liability whatsoever for failure to complete / deliver on dates quoted and any delay in completion shall not give the Buyer the right to cancel an order or a Contract. The Seller shall have no liability whatsoever for non-fulfilment of the Contract or for any failure to complete by any agreed dates.

Specifications and Advertising Matter

All specifications submitted by the Seller are approximate only and the description and illustrations contained in quotations and other advertising matter of the Seller are intended merely to represent a general idea of the Goods and Services portrayed therein and none of these shall form part of the Contract. At all times, these specifications remain the property of the Seller.

Intellectual Property

1. Unless otherwise agreed in writing with the Seller or its authorised representative the Seller shall retain the exclusive property and reserve the Intellectual Property Rights in all documents supplied or produced to the Buyer in connection with the Contract and it shall be a condition of such supply or production that the contents of such documents or any part thereof shall not be communicated either directly or indirectly to any other person, firm or company without the prior written consent of the Seller.
2. The Intellectual Property Rights in or relating to the Goods and Services shall (subject to any existing rights of any third party in any design or invention incorporated or used in the design of the Goods and Services) remain exclusively the property of the Seller and neither the Buyer nor any employee, agent, contractor or other person authorised by the Buyer shall at any time make any unauthorised use thereof. For the purposes of these paragraphs (a) and (b) "Intellectual Property Rights" shall mean patents, trade marks, service marks, registered designs, applications for any of the foregoing, copyright, know-how, confidential information, trade secrets, trade or business names and any other similar protected rights in any country whether registered or unregistered.

Performance

The Seller will accept no liability for failure of Goods and Services to attain any quoted performance figures unless specifically guaranteed as being "Guaranteed Quoted Performance Figures" by the Seller in writing. If performance figures are outside any acceptable limits specified in such Guaranteed Quoted Performance Figures, the Seller shall attempt to rectify the problem at no additional charge, within a reasonable time, to the Buyer.

Exclusion of Liability

Except as expressly provided in these Terms, the Seller shall be under no liability whatsoever howsoever caused whether or not due to the negligence or wilful default of the Seller or its servants or agents arising out of or in connection with supply of the Goods and Services; all conditions, warranties or other terms, whether express, implied, statutory or otherwise, are hereby expressly excluded provided that nothing in this condition shall exclude or restrict any liability of the Seller for death or personal injury resulting from the negligence of the Seller and its servants or agents; for breach of its implied

undertakings as to title; or where the Buyer deals as a consumer within the meaning of the Unfair Contract Terms Act 1977 for breach of any implied conditions of the Sale of Goods Act 1979.

Indemnity

The Buyer agrees to indemnify the Seller against any damages, losses, costs, claims or expenses incurred by the Seller in respect of any claim brought against the Seller by any third party for any loss, injury or damage wholly or partly caused by the Goods and Services or their use and for any loss, injury or damage in any way connected with the performance these Terms or any Contract.

Limit of Seller's Liability

Except in respect of damage for which the Seller is not legally entitled to exclude liability, the Seller's liability for any claim or series of claims in respect of any Contract shall not exceed the amount actually received by the Seller under the Contract under which the claim has been made.

The Seller shall have no liability for loss of revenue, loss of actual or anticipated profits, loss of contracts, loss of, damage to or corruption of data, or any indirect or consequential loss, and such liability is excluded whether it is foreseeable, known, foreseen or otherwise. For the avoidance of doubt, the exclusions in this paragraph apply whether such losses are direct, indirect, consequential or otherwise. Each exclusion in this paragraph (separated from the others by a comma) shall be treated separately from the others.

Suspension

Without prejudice to any other right or remedy available to the Seller, if the Buyer fails to make any payment in accordance with these Terms or the Buyer is in breach of any terms and conditions of any service level agreement between the parties the Seller shall be entitled to suspend any further deliveries of Goods (whether in transit or ordered under any Contract) or suspend the provision of any Services to the Buyer, refuse to accept any further orders for Goods and Services or resell any Goods forming part of any Contract to any other person.

Termination

Each Contract shall commence on the date set out in the Seller's acceptance of order and shall continue for an initial term of 12 months and thereafter for further periods of 12 month unless terminated in accordance with these Terms. Either party may terminate a Contract by giving the other party not less than 30 days prior written notice to expire at the end of the initial term or any subsequent 12 month period.

Either party may terminate a Contract immediately by notice in writing if:

1. the other party is in material breach of any term of a Contract or these Terms and such party has failed to remedy the breach within 7 days of service of notice by the non-defaulting party specifying the breach and requiring it to be remedied; or
2. the other party becomes insolvent or suspends payment of its debts or enters into any arrangement with its creditors or convenes meeting of creditors or ceases or threatens to cease to carry on business except in relation to a corporate reorganisation or enters into liquidation (whether voluntary or otherwise) or has a manager or receiver or administrator of trustee appointed over any assets or undertaking.

No order which has been accepted by the Seller may be altered or withdrawn by the Buyer except with the written agreement of the Seller on terms that the Buyer shall indemnify the Seller in full against all losses (including loss of profit), costs (including the costs of all labour and material used), damages, charges and expenses incurred by the Seller as a result of such alteration or withdrawal. The Buyer shall indemnify the Seller against all additional costs incurred by the Seller resulting from any alteration or withdrawal of an order by the Buyer made without the written consent of the Seller. Such additional costs shall be paid forthwith upon the Seller's demand.

Force Majeure

The Seller shall not be liable for any failure to fulfil any obligation under this Contract if prevented from so doing by any cause beyond its reasonable control.

Miscellaneous

If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be thereby affected.

The parties to these Terms expressly agree that a person who is not a party to these Terms shall not have the right to enforce any term or terms of these Terms pursuant to the Contract (Rights of Third Parties) Act 1999.

Neither party shall assign, transfer, charge or deal in any other manner with any term or terms of these Terms without the prior written consent of the other.

These Terms and all documents referred to herein constitutes the entire understanding between the parties with respect to the subject matter of these Terms and supersedes all prior agreements, negotiations and discussions between the parties relating to it.

The failure of a party to exercise or enforce any right under these Terms shall not be deemed to be a waiver of that right nor operate to bar the exercise or enforcement of it at any time or times thereafter.

All clauses that are either expressed to or can be implied to be intended to will survive termination of these Terms.

Unless otherwise agreed in writing, these Terms and each Contract shall be read and construed to take effect in all respects in accordance with the laws of England and the parties hereby submit to the jurisdiction of the English courts.