

Terms and Conditions

1. Who We are, who you are and other definitions used in these Terms and Conditions

In these terms and conditions

"We, Our or Us" means MLITC Ltd.,

"You or Your" means the person, firm, or company purchasing the Goods, If You are buying the Goods for Your own personal use and not as part of a business, you are a consumer. For consumers, specific terms and conditions apply as set out in clause 8 below.

"The Goods" means the software, hardware or services which shall be the subject of a contract between You and Us,

"The Price" means the Price included in Your invoice or in respect of Business Charge Cards the amount required by Us for the Order,

"Order" means the Order form in relation to the Goods to be purchased by You either set out in Your purchase order or created through Our web site, or by e- mail, fax or on the telephone. Each Order shall be construed as an offer to purchase those Goods by You;

"Quotation" shall mean a Quotation from Us in relation to specific Goods. Prices included in Quotations, Our Price Lists, e-mails, faxes, telephone calls, order acknowledgements or imputed verbally and/or are from Our web site are indicative only and are subject to change by Us at any time. The Price You pay will be as set out in the Invoice sent to You by Us in respect of the relevant Order, or in respect of Business Charge Cards the amount required by Us for the Order.

2. Acceptance of Orders and creation of contracts

These terms and conditions apply to all Goods provided to You by Us. When You place an Order for Goods You make an offer to purchase the Goods described in Your Order ("Offer"). Our acceptance of Your Offer shall occur when we despatch the Goods and raise an Invoice for the Goods. Your Offer may not be accepted by Us. No contract is created or binding on Us unless and until We accept Your Offer and raise the relevant Invoice. If You order by a Business Charge Card then our acceptance will occur when we process the transaction to accept the funds for the Order from the Business Charge Card; in this instance, a tangible Invoice may not be created for the Order by Us. Invoices may be sent electronically including by PDF attachment.

If You have standard terms and conditions then they are not applicable to any contract with Us. No variation to these terms and conditions are binding on Us unless expressly included in Our Invoice.

We will keep copies of all contracts for a reasonable time. These may be available from Us on request, on payment of reasonable administration, copying charges and postage.

3. Data Protection

All data, information and documentation relating to You will not be passed onto any third party and will only be used for our internal accounting.

4. Price and payment

a) The Price to be paid shall be as set out in Our Invoice, or in respect of Business Charge Cards the amount required by Us for the Order. Prices exclude inspection, delivery, installation, training and/or support service charges unless separately identified in the Invoice.

- b) Payment for all Goods purchased by non-credit account holders shall be made prior to delivery. Payment shall not be deemed to have been made until cleared funds are received in Our bank.
- c) For credit account holders, unless otherwise agreed in writing, and providing You are within Your credit account limits, payment for Goods supplied are strictly net cash 14 days from the date of Invoice. We may at any time on or after acceptance by notice in writing to You vary the terms of payment by demanding immediate payment or, at Our option, adequate security for sums due.
- d) Time for payment shall be of the essence. We reserve the right to charge interest at 8 per cent above National Westminster Bank plc base lending rate from the time being in force on Invoices overdue for payment.
- e) If any payment shall not be paid on its due date We shall be entitled to suspend all further deliveries or services until such payment is received. The right to suspend deliveries or services under this paragraph shall be in addition to any other remedies to which We are entitled.
- f) All Prices are exclusive of any applicable VAT, for which the Customer shall be additionally liable. For consumers this shall be separately identified in Our Invoice.
- g) All payments must be made by You in the currency included in Our Invoice by cleared cheque or transfer to such bank account as We may from time to time notify in writing to You. Payments are not deemed to be made until cleared funds are received into Our bank account.
- h) You are not entitled to withhold payment of the Price or to claim set off against any payments due to the Company.

5. Delivery

We will deliver the Goods to the delivery address stated in Our Invoice. We shall only be required to deliver to the reception on the ground floor unless otherwise agreed. You must ensure that a responsible person is available for accepting delivery of the Goods.

Times and dates for delivery are estimates only.

Once Goods have been delivered to the delivery address Goods are at Your own risk and We will not be liable for their loss or destruction.

6. Acceptance

If the Goods delivered are not what You Ordered or are damaged or defective in any way or the delivery is of an incorrect quantity then You must notify Us of the problem by telephone email or fax immediately and confirm this in writing within 3 working days of the delivery in question. After 3 working days from delivery unless You have notified us in writing to the contrary, You shall be deemed to have accepted the Goods. Where You are buying in the capacity of a consumer Your statutory rights are not affected.

7. Title and Risk

a) Title of the Goods shall not pass from Us until We have received full payment for them. Upon receipt of full cleared payment, title to the Goods shall automatically pass to You. Where Goods are software, title to the software remains vested in the copyright owner and You do not own the title to the copyright material, instead You purchase a license. You do not obtain a license to use the software until payment is received in full by Us. The terms of the relevant license are described in clause 9 below.

b) The risk in any Goods supplied by Us shall pass to You on delivery and You should insure accordingly.

c) In the event of You entering into Liquidation or having a Winding Up Order made against You, or You entering into any composition with Your creditors, or a Receiver, Receiver and Manager or Administrative Receiver being appointed over Your assets or income or any part thereof, or in the event of You being an individual or individuals You committing any Act of Bankruptcy, or having any Bankruptcy Petition presented against You, or if You have failed to pay for any Goods on due date, We may in addition to Our other rights rescind without liability to You any outstanding and unexecuted contracts and We may by Our duly appointed representatives enter Your premises and recover all Goods in respect of which title shall not have passed to You.

d) Until any property in the Goods has passed to You such Goods shall be held by You as bailee for Us.

e) In the event of You reselling or otherwise disposing of the Goods or any part thereof before property has passed to them, You will, until payment is made in full to Us of the Price of the Goods, hold in trust for Us all rights under any such contract of sale or other contract in pursuance of which the Goods or any part thereof are disposed of, or any contract by which property comprising the said Goods or any part thereof is or is to be disposed of and any monies or other consideration received by them, and such proceeds are to be used first in discharge of any outstanding indebtedness to Us. Further if You have not received the proceeds of any such sale You will if called upon to do so by Us, upon demand, assign to Us all rights against the person or persons to whom Our Goods have been sold.

8. Cancellation, Your Rights and Additional Obligations

a) If You are a consumer then You have a right to cancel Your Order within 7 working days of delivery of the Order by Us. Any cancellation must be notified to Us in writing. You shall be entitled to receive a refund of the Price paid, less the costs of returning the Goods to Us, providing You return the Goods, in good saleable condition in their original packing materials with seals unopened, to Our address as described above. You must obtain proof of delivery for any returns to Us. Refunds for Goods returned in good condition with seals unbroken will be made as soon as reasonably possible after receipt of the Goods. Business customers do not have the right to cancel an Order.

b) Certain Goods have 'eligibility criteria' that must be satisfied so that You can use the Goods in accordance with their license terms. You must read the eligibility criteria very carefully and check and certify that You satisfy the relevant conditions for the Goods. By placing an Order for those Goods You are promising to Us that You satisfy the relevant eligibility criteria. If You breach this promise then You will not acquire a valid license to use those Goods; in addition You will not be entitled to any refund or to cancel the contract for the purchase of those Goods.

c) You are under a duty to ensure that the Goods Ordered from Us will suit Your requirements and that they are compatible with other products or components with which they are to be used.

d) You may be required to provide to Us details of users of Goods. You must supply these details on request and We reserve the right to audit Your records and usage to ensure compliance with all Your obligations under a contract.

e) If we set up and account for You then it is Your duty to keep the account details and passwords secure and to control the use of the account by only authorised persons. You must notify Us in writing immediately if any personnel are no-longer authorised to use an account or if any security features or passwords are compromised. All contracts created before any such written notification is received shall be binding on You.

f) If You have any questions about cancellation, licensing, audit, use of Digital Rights Management (DRM) or eligibility You should contact Us before You place Your Order.

9. Licensing

If the Goods You are purchasing include software then the Goods are sold subject to the license terms and conditions of the manufacturer or copyright owner. By agreeing to purchase the Goods concerned and/or carrying out certain other actions such as clicking on click wrap terms or opening the packaging or loading the software onto your device You accept these terms. If You do not wish to accept the license and manufacturer or copyright owners terms and conditions then You should not place an Order for these Goods with Us or, if You are a consumer You should exercise Your cancellation right as described in 8a) above. You must comply with the license terms and conditions when using the Goods. Breach of these license terms may prevent You from being permitted to use the software concerned. Some license terms include audit rights for the manufacturer or copyright owner. Some software contains DRM materials that physically restrict Your use of the Goods. We do not have any ability to agree that any software can be placed in escrow or that any source code will be made available to You.

10. Our Right to cancel

We may cancel any contract between Us and You if We have insufficient stock to deliver the Goods that You have Ordered, or if We do not deliver to Your area, or where there has been a typographical or other error in the pricing information or description or if We cannot deliver due to reasons outside Our reasonable control. If We decide to cancel a contract then We will notify You by e-mail, letter, fax or telephone and will re-credit Your account any sums paid to Us as soon as reasonably possible. We will not be obliged to pay any compensation for losses or disappointment suffered or incurred by You as a result of such cancellation.

11. Warranty & Exclusions

a) We are a reseller of Goods and do not warrant the Goods ourselves. Instead We will pass through to You the benefit of any warranty from the manufacturer or copyright owner that is still in effect for the Goods that You purchase. Such warranty is offered by Us subject to the terms and conditions and limitations of the relevant warranty from the manufacturer or copyright owner. In the event that You should have a warranty claim that is within the relevant warranty terms for Your Goods then You should kindly contact Us so that it may be the first point of contact for warranty service for You.

b) The above warranty is in lieu of all implied and express warranties, conditions and/or representations which are excluded to the fullest extent possible. Save in respect of claims for death or personal injury arising from Our negligence, in no event will We be liable for any damages arising from lost profits, loss of anticipated savings, nor for any damages that are an indirect or secondary consequence of any act or omission of Us whether such damages were foreseeable or actually foreseen.

c) Your Statutory Rights as a consumer are not affected.

12. Limitation of Liability

IMPORTANT PLEASE READ THIS CLAUSE CAREFULLY

Because the potential losses which You might suffer as a result of any breach of contract by Us are more readily ascertainable by You and because such losses could be wholly disproportionate to the contract Price and to enable Us to keep the contract Price as low as reasonably possible, You agree that We limit our liability in accordance with the following

provisions.

- a) We shall not be liable for any consequential or indirect loss suffered by You including without limitation, loss of profits, loss of anticipated savings, loss of use of Goods, damage to your property or personal injury that is not attributable to Our negligence, whether this loss arises from breach of express or implied duty in contract or tort or in any other way (including loss arising from Our negligence).
- b) Our total liability shall not exceed the value of the Goods as set out in Our Invoice for the Goods that are the subject of the claim (or where payment is by Business Charge Cards the Price as agreed with You). After accepting liability in respect of Goods We shall have the option of refunding the relevant Goods' Price to the Buyer or of replacing the Goods in question within a reasonable time and any replacement Goods shall be accepted by the Buyer in substitution for any rights in respect of the replaced Goods.
- c) We do not limit Our liability for death or personal injury caused by Our negligence.
- d) We do not limit or exclude Our liability for Our fraudulent misrepresentation.
- e) Your Statutory Rights as a consumer are not affected.

13. Termination

- a) In addition to all other remedies We may have against You for breach of contract, We may terminate any contract with You upon written notice delivered to You and may suspend delivery or service in the whole or part and may take repossession of Goods and demand any security payment on account as We may require if:
 - i. Any account due to Us is outstanding in excess of agreed credit terms;
 - ii. You do not comply with the terms of any contract or with any precondition demanded by Us;
 - iii. You fail to take delivery of Goods from Us;
 - iv. You are bankrupt or insolvent or You enter into any composition with Your creditors or if You are the subject of a winding up resolution or petition or receive notice of intended bankruptcy proceedings or fail to provide satisfactory credit references to Us if required to do so;
- b) The right to suspend also specifically applies to the right to suspend services such as support to Goods sold to the Buyer.
- c) Upon the happening of any of the above-mentioned events We shall be entitled to a lien upon any of Your Goods in Our possession.

14. Miscellaneous

- a) Notices should be sent to Us at the address set out above. We will send notices to You at Your address or at our option the delivery address where this is different. We may send notices to You electronically or by fax where You provide an e-mail address or fax number.
- b) We shall have no liability for failing to deliver any Goods that You may have Ordered or for any delay in doing so if the failure is caused by any event or circumstance beyond Our reasonable control including, without limitation, strikes, lock-outs or any other industrial disputes, non-availability of supplies, flood, fire, explosion or accident, or sudden hikes in exchange rates or the purchase price of Goods.
- c) These terms and conditions, together with Our current Prices, Invoice, your delivery details, contact details and Our web site's Legal Notices and terms and conditions and the manufacturers or copyright owners terms and conditions, set out the whole of our agreement relating to the supply of Goods to You by Us. Nothing said by any sales person or representative or included as a general description in a web site, catalogue or brochure should be understood as a variation of these terms and conditions or as a representation about the nature or quality of any Goods offered for sale by Us. Save for fraud or fraudulent misrepresentation by Us, We shall have no liability for any such representation being untrue or misleading.

d) If We accept Your Offer and a dispute between the parties arises, the laws of England and Wales and its Courts shall have exclusive jurisdiction to determine such disputes.