

TERMS & CONDITIONS OF SUPPLY**1. Definitions**

You the Customer a company buying or using NCI Technologies Products or Services.

NCI Technologies (us, our) the Product and / or Service vendor as identified on your invoice and, where relevant, Service Provider.

Integration Material (IM) 3rd Party Products

Order Confirmation acknowledgement of Product ordered by you, sent by NCI.

Price stated in Order Confirmation.

Product as described in Order Confirmation may include 3rd Party Products and Service Offerings.

Service Offering as described in Order Confirmation and NCI Technologies service description document.

Service Provider NCI Technologies or its authorised service representatives.

3rd Party Products stated in Order Confirmation, not branded or manufactured by NCI Technologies.

Software computer operating systems or applications.

2. Application

This Agreement applies to this sale, service and all statements made by NCI Technologies in brochures, price lists, adverts, quotations, on the internet or verbally. Variations to this Agreement must be made by NCI Technologies in writing. Any other Terms, Conditions or Purchase Orders are excluded. Placing your order means acceptance of this Agreement. NCI Technologies may change this Agreement at its choosing.

3. Orders and Minimum Contract Terms

Orders are accepted by online quote acceptance, in writing, over the internet, telephone, fax or email.

For managed services the following minimum contract terms are applicable:

Managed Support Contracts (Silver, Gold, Platinum, ProSupport and Other Support Contracts) - 12 Months (unless otherwise specified on acceptance)

Backup and Disaster Recovery Server(s) (BDR) - 24 months (unless otherwise specified on acceptance)

Managed Router / Firewall - 24 Months (unless otherwise specified on acceptance)

Data Communications Circuits (Broadband) - 12 months (unless otherwise specified on acceptance) broadband circuits may also incur a charge when ceasing a connection, this charge is levied by our suppliers. For broadband services the cease charge is typically 1 month's rental.

Leased Lines and Fixed Line Services - 36 months (unless otherwise specified on acceptance)

4. Price & Payment Terms

Quotations are only valid in writing and during the period that they state. If not stated, the period is 30 days (10 days for 3rd Party Products). NCI Technologies reserves the right to change Products (incl. 3rd Party Products) at any time.

Price excludes tax, shipment, insurance and installation unless stated otherwise. Exchange rates, duties, insurance, freight and purchase costs (incl. for components & services) may cause NCI Technologies to adjust prices. Payment will be made before supply or service or, if agreed, within 30 days of the invoice date. NCI Technologies may suspend deliveries or service until full payment. If payment is late, 2.5% above the minimum lending rate on the late amount and the costs of recovery shall be payable by you. Cheques may only be accepted conditionally.

5. Delivery/Title/Risk

The delivery period in the Order Confirmation is approximate. Delivery by instalments may be made. The place of delivery is stated in the Order Confirmation. Title to Product passes on full payment and until then you must insure and store our goods separately and you may not modify, pledge or sell them. NCI Technologies may enter the storage premises to repossess the goods. Should you sell them before title passes, you will become our agent and the proceeds of that sale shall be held on our behalf, separately from your general funds. NCI Technologies may sue for the Price before title passes. If you refuse delivery without our agreement, you must pay NCI Technologies expenses or loss resulting from that refusal, including storage costs, until you accept delivery.

6. Acceptance

When you receive Product you must inspect it promptly and within any statutory reasonable period for inspection or rejection, if any. After this period, you will have accepted Product. If NCI Technologies agrees to the return of Product at its choosing, it must be in its original condition with packaging, a return note and proof of purchase; the return costs may also be payable by you.

7. Warranty

NCI Technologies does not give warranty or guarantee protection on any Product it supplies. You may be entitled to warranty or guarantee protection from the manufacturer of the Product according to their terms and conditions. NCI Technologies does not provide warranty or guarantee protection on any of its services unless expressly implied.

NCI Technologies does not give a warranty or guarantee protection for:

1. damage caused by incorrect installation, use, modifications or repair by any unauthorised 3rd party or yourself;
2. damage caused by any party or other external force;
3. fitness for any particular purpose;
4. 3rd Party Products, Software and IM specified by you. You will receive the warranty for these products directly from their manufacturer or licensor;
5. any instruction given by you and correctly performed by NCI Technologies.

8. Services

Services will be provided by NCI Technologies or Service Provider. Response times are estimates and may vary according to the remoteness or accessibility of Product location. Service may be provided via telephone or internet where appropriate. If agreed and stated in Order Confirmation, Service Offering may include advice, asset tagging, installation, integration, disposal, training and/or consultancy. Unless stated in Order Confirmation, the following are excluded from Service: items excluded from Warranty, changes to configuration, relocation, preventative maintenance, consumables, diskettes, unnecessary work in NCI Technologies assessment, electrical environment, transfer of data or Software, viruses. 3rd Party Products will be repaired according to manufacturer or licensor warranty. Parts not critical to Product function (eg: hinges, doors, cosmetic features, frames) may not be serviced within Service Offering time period.

9. Customer Factory Integration

TRADING ADDRESS: NCI Technologies, Waterside House, Falmouth Road, Penryn, TR10 8BE

REGISTERED OFFICE: Waterside House, Falmouth Road, Penryn, TR10 8BE

Tel: +44 (0)1326 379497 Email: info@ncitech.co.uk Web: www.ncitech.co.uk

Registered in England and Wales: No 5033061 V.A.T. Registration No. 824 2117 61

You will specify and provide IM or NCI Technologies may obtain IM at your instruction. NCI Technologies will indicate acceptance and/or validation of IM, then will integrate IM into Product, producing a CFI Product. NCI Technologies may install CFI Product under your instruction or under NCI Technologies technical advice, if agreed. NCI Technologies will not carry out CFI work if it is not technically feasible in our view.

10. Liability

NCI Technologies does not accept liability for 1) indirect or consequential loss, 2) loss of business profits, salary, revenue, savings, 3) damage remedied by NCI Technologies within reasonable time, 4) loss avoidable by you through reasonable conduct, including backing up all data and following NCI Technologies reasonable advice generally, 5) all items excluded from the Warranty or by Force Majeure.

11. Intellectual Property

"IP" NCI Technologies indemnifies you from all costs and liabilities from any claim that use of Product infringes any 3rd party IP. NCI Technologies may recall and exchange or modify Product or refund you, minus depreciation in this event. You indemnify NCI Technologies for any of IM or IP specified or owned by you and integrated into Product. NCI Technologies is allowed to litigate, negotiate and settle claims and you must assist us at our expense (except where IM or IP specified or owned by you is allegedly infringing) when litigation is directly related to your Product. NCI Technologies retains all our owned IP in Product. You must notify NCI Technologies immediately of any infringing or unauthorised use of Product or IP in it.

12. Software

Software not owned by NCI Technologies is supplied subject to licence and warranty of the Software licensor. NCI Technologies encloses the Software licence that you require with the Product where necessary; you must comply with that licence.

13. Export Control

You acknowledge that Product may include technology and Software which is subject to US and EU export control laws and laws of the country where it is delivered or used: you must abide by all these laws. Product may not be sold, leased or transferred to restricted end users or countries or for a user involved in weapons of mass destruction or genocide. You acknowledge that US and EU restrictions vary regularly and depending on Product, therefore you must refer to the current US and EU regulations.

14. Force Majeure

NCI Technologies is not liable for delays in performance (incl. delivery or service) caused by circumstances beyond its reasonable control and will be entitled to a time extension for performance; examples include strikes, supplier / transport / production problems, exchange fluctuations, governmental or regulatory action and natural disasters. If this lasts more than 2 months, this Agreement may be terminated by either party without compensation.

15. Confidentiality

Each party must treat all information received from the other marked "confidential" or reasonably obvious to be confidential as it would treat its own confidential information.

16. Termination

16.1 The Services shall commence on an agreed date (the commencement date) and shall continue for a period of 12/24 or 36 months as defined on the accepted quotation (the "Initial Period").

16.2. If the Customer wishes to terminate this Agreement at the end of the Initial Period, the Customer must give at least 90 days' notice of its intention to terminate such notice expiring on the last day of the initial period.

16.3. If the customer does not give notice in accordance with Clause 16.2. this Agreement shall renew for a further 12-month period, every year on the anniversary of the Commencement Date (the "Extended Periods").

16.4. If the Customer wishes to terminate this Agreement on the anniversary, of an Extended Period, it must give at least 90 days' notice of its intention to terminate such notice expiring on the last day of that Period

16.5 NCI Technologies may terminate this Agreement with written notice if you: 1) fail to pay on time and within 7 days of written notice, 2) breach or NCI Technologies suspects you have breached export control laws. Either party may terminate if the other: 1) commits a material or persistent breach of this Agreement and fails to remedy this within 30 days of written notice from the other; or 2) becomes insolvent or is unable to pay debts as they fall due.

17. Your obligations as a Customer

You are responsible for:

- your own choice of Product and its suitability for purpose;
- your telephone & postal/shipping charges, in contacting NCI Technologies, if any;

You must provide NCI Technologies with all reasonable courtesy, information, cooperation, facilities and access to enable NCI Technologies to perform duties, failing which NCI Technologies shall not be obliged to perform any service or assistance. You are responsible for the removal of non NCI Technologies -supplied products during service, the back up and confidentiality of all data in Product and all of your legal and regulatory requirements.

18. Data Protection

Your data will be held and/or transferred in strict accordance with the applicable data protection laws and NCI Technologies data protection privacy policy. A copy of our data protection privacy policy is available on request or can be downloaded from our website..

19. Consumer Rights

If you are a Consumer you may cancel your purchase at any time within 7 days of receipt and receive a refund of the Price paid less any costs already incurred by NCI Technologies for which it cannot receive a refund. To do this you must inform NCI Technologies in writing and return the products immediately, in the same condition you received them and at your own cost and risk. Any statutory Consumer rights are unaffected by this Agreement.

20. Miscellaneous

If any part of the Agreement is found to be invalid or unenforceable by a court, the rest is unaffected. NCI Technologies may subcontract its obligations to a competent third party. Otherwise, neither party may assign or transfer any obligations or rights. All notices must be in writing (by hand, email, fax or 1st class post deemed delivered 48 hours after posting) and sent to a legal officer of either party.