

1. GENERAL - All orders that are accepted and goods supplied are subject to the following express terms and conditions of ServersGB Ltd whose registered office is Suite 11 Roselands, 3 Cross Green, Formby, Southport, L37 4BH, registered in England & Wales, Company Reg No 12775511, VAT No 354647576. These terms may change without notice to you in relation to future sales.

2. DESCRIPTION & PRICES - (a) The description & prices of the goods you order will be as shown on the company website at the time you place your order. The goods are subject to availability and price changes. If the goods you have ordered are not available or has changed in price we will inform you as soon as possible and allow you to decide if you wish to proceed or cancel the order. If you cancel and payment has been made we will refund you in full. (b) Goods are not supplied on a trial basis. Customers are responsible for verifying suitability and compatibility of equipment and applications before purchasing them

3. DELIVERY & SHORTAGES - (a) Delivery charges may be applicable to the order. (b) In the case of goods purchased by credit/debit card, those goods can only be shipped to the card holders registered statement address, unless the customer is known to ServersGB Ltd or certain proofs can be provided then goods can be shipped to an alternative address. (c) If there is a change to the agreed delivery date then the buyer shall have the right to cancel the order and receive a full refund of the amount paid.. (d) If the delivery has been attempted on the agreed date and the buyer is not available to take delivery of the goods then an additional delivery charge may be applicable if the delivery is to be made again.(e) Delivery dates and times are given in good faith but shall not amount to any contractual obligation to deliver at the times stated. ServersGB Ltd will not be liable for any loss or damage suffered by you through reasonable or unavoidable delay in delivery. (f) Upon taking delivery of the goods the customer should examine the goods and sign the delivery note. If there is a shortage details should be written on the delivery note. Furthermore if the goods are damaged and not acceptable please refuse delivery.

4. DISTANCE SELLING REGULATIONS 2000 - (a) All cancellations must be confirmed in writing, fax, email (orders@serversgb.co.uk) or other durable notice and clearly addressed to: Accounts Manager. ServersGB Ltd, Suite 11 Roselands, 3 Cross Green, Formby, Southport, L37 4BH, United Kingdom. **Notification by phone is not sufficient.** (b) The Buyer may cancel the order, from the date of ordering to the day before the day of despatch of the order, without any charges and the Company will refund the Buyer in full by the original method of payment. (c) The Buyer may cancel the order up to seven working days after delivery, (beginning the day after delivery). The Buyer must observe 4(a). (d) The Buyer has a duty of care, under the regulations, to take care of the goods so that they may be re-sold again, by the Company. The Company will claim, from the Buyer, for the resulting loss in value for goods not kept in a reasonable condition. The Buyer must make the goods freely available at the original delivery address, to the Seller or his agent, within 21 days of cancellation, for collection on a working day. The regulations do not apply to unsealed licensed software. The Company will refund, less appropriate deductions (including courier delivery and collection charges), to the Buyer, within 30 days of the written notice of cancellation, by the original method of payment.

5. WARRANTY & RETURNS - (a) The company supplies goods with the benefit of a 12 month manufacturer repair warranty for parts and labour only from the date of purchase. Warranty support may involve dealing directly with the manufacturer where possible. . (b) If the goods supplied develop a defect while under warranty or you have a complaint you should notify us in writing or e-mail orders@serversgb.co.uk or call the support desk on Tel. No. 0151 329 0919 who will be able to advise you accordingly. For all returns you will be given a 'Returns Authorisation Number'(RAN) and it would be helpful if you would mark the package with this no. in order for us to identify the returned item. (c) Unwanted items returned after 7 days from date of delivery for refund or exchange, for whatever reason, will be at the discretion of the company and if accepted will be subject to a re-stocking charge of 25% or more of the purchase value. Software items will not be accepted for return unless the goods are faulty or misdescribed or the shrink-wrap or copyright seal is intact. Items returned as faulty but found to have no fault (tested by manufacturer) may incur a testing charge, the value of which will be based on the cost to the Company without profit. (d) Proof of despatch must be retained until the Company acknowledges safe receipt (e) All packaging material should retained until the goods are fully tested and functional. If goods are returned they should be returned with the original packaging.

6. CONSEQUENTIAL LOSS - The Company's liability will be limited to the value of the goods only and not for any consequential damages or losses howsoever caused.

7. DATA PROTECTION - We will take all reasonable precautions to keep the details of your order secure but unless the company is negligent, we will not be liable for unauthorised access to information supplied by you.

8. GOVERNING LAW - Unless otherwise agreed in writing, the laws of the United Kingdom Govern this contract.

BUSINESS CUSTOMERS - THE FOLLOWING TERMS ALSO APPLY.

Any topics covered above will be overwritten by the terms given below

9. WARRANTY & RETURNS - a) The distant selling regulations do not apply to business purchases. b) After having received delivery any failures or difficulties must be notified in writing within three working days of delivery. c) For warranty repairs within the UK Mainland the Company will repair or replace, at its discretion, faulty equipment with no charge to the customer up to a period of 10 days from the date of purchase. For any subsequent warranty repair, it will be the customer's liability to pay all carriage charges. d) In cases where the equipment manufacturer offers "On Site Warranty", the buyer will be responsible for contacting the manufacturer or its agents directly to obtain the services required. The Company will not be held responsible for the failure of the manufacturer or its agents to carry out the necessary repairs. e) The company shall reject claims relating to: fair wear and tear, accidental or wilful damage, abnormal working conditions, alteration, misuse, or failure to follow manufacture instructions. f) For Non UK Mainland claims the customer will be responsible for all carriage/customs charges to get the defective equipment repaired/replaced/returned under warranty. g) Carriage charges will not be refundable in the event of any dispute arising on the contract. h) Unwanted items for refund or exchange, for whatever reason, will be at the discretion of the company and if accepted will be subject to a re-stocking charge of 25% or more of the purchase value. Software items will not be accepted for return unless the goods are faulty or misdescribed or the shrink-wrap or copyright seal is intact. Items returned as faulty but found to have no fault (tested by manufacturer) may incur a testing charge, the value of which will be based on the cost to the Company without profit.

10. CANCELLATION - All cancellations must be confirmed in writing, fax, email (orders@serversgb.co.uk) and clearly addressed to: Accounts Manager, ServersGB Ltd, Suite 11 Roselands, 3 Cross Green, Formby, Southport, L37 4BH, United Kingdom. **Notification by phone is not sufficient.** Acceptance of cancellation of an order shall be at the discretion of the Company. In certain instances where the Company has spent considerable effort in obtaining goods specially requested for by the customer, the Company might decide at its discretion not to allow cancellation of such order and any such acceptance may be subject to payment by the buyer of a cancellation charge, representing the Company's administrative costs involved

11. CREDIT & SETTLEMENT TERMS - a) Prospective customers wishing to open a credit account will be required to complete an account application form, which will be supplied upon request. Government bodies wanting goods will be required to furnish an official order. b) Where credit terms are allowed, terms of payment are strictly net and payable 30 days from the date of the Company's invoice. The company, at its discretion, reserves the right to implement charges on accounts outstanding beyond the time specified in this condition. A surcharge of 5% of the value of the goods ordered may be implemented if the payment due remains outstanding for the period of greater than 60 days after the date of the Company's invoice. Interest is applicable to outstanding amounts and the rate of interest charged shall be 2% per month from the due date until payment is made.

12. TITLE TO GOODS - The Company and the buyer agree that until the Company has received fully cleared payment for the goods. a) Property in the goods shall remain with the Company and the buyer shall hold the goods as a bailee and be fully accountable to the Company in respect thereof until such time as payment in full has been received by the Company for all goods supplied. b) As bailer of the goods, the Company, by its employees or agents, shall (without prejudice to the buyer's continuing fiduciary obligations) be entitled to enter upon or into any land, buildings or vehicles where the goods, delivered to the buyer under this contract together with any interest or any other sum payable in respect of the goods under this contract, or part of them, are situated or are reasonably thought to be situated, to retake possession of the same.

13. BANKRUPTCY - In the event of the buyer committing any breach of contract with the Company or if any distress or execution is levied upon the goods of the buyer offers to make any arrangement with or for the

Credit Application Terms & Conditions



benefit of the buyer's creditors or commits any act of bankruptcy or, being a limited company, has a Receiver appointed of its undertaking or assets or any part thereof or, for the purpose of a reconstruction or amalgamation without insolvency, goes into liquidation, the Company shall thereupon be entitled without prejudice to its other rights forthwith to suspend all further deliveries until the fault has been made good or to determine the contract or any unfulfilled part thereof, at the Company's option to make partial deliveries

14. COMPATIBILITY - All software items supplied are subject to Manufacturer's Licensing Agreement (excluding pre-loaded software) the seal must not be broken if the conditions of the Licence are not acceptable. 7/10/04 Terms and Conditions are subject to change without notice. E.& O.E.

I have read & accept the terms & conditions:

Name: Signed

Position: Date