



BSL TERMS & CONDITIONS

Standard Terms and Conditions of the Supply of Goods and Services

1 - DEFINITIONS

In this document the following words shall have the following meanings:

- 1.1 "Agreement" means these Terms and Conditions together with the terms of any applicable Specification Document.
- 1.2 "Business Day" means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
- 1.3 "Customer" means the organisation or person who purchases goods and services from the Supplier.
- 1.4 "Force Majeure Event" means an event or circumstance beyond a party's reasonable control as defined in clause 15
- 1.5 "Goods" means the goods (or any part of them) set out in the Order.
- 1.6 "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable.
- 1.7 "Order" means the Customer's order for the Goods.

1.8 "Specification Document" means a statement of work, quotation or other similar document describing the goods and services to be provided by the Supplier.

1.9 "Supplier" means BSL-IT Limited, Ironstone House, Ironstone Way. Brixworth, NN6 9UD.

1.10 "Terms and Conditions" means the terms and conditions set out in this document.

1.11 "Third Party Warranties" means the warranties given by any manufacturer or other third-party distributor in relation to the Goods.

INTERPRETATION

1.12 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.13 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.14 A reference to writing or written includes emails.

2 - GENERAL

1.1 These Terms and Conditions shall apply to all contracts for the supply of goods and services by the Supplier to the Customer to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practices or course of dealing.

2.1 Before the commencement of the services the Supplier shall submit to the Customer a Specification Document which shall specify the goods and services to be supplied and the price payable. The Customer shall notify the Supplier immediately if the Customer does not agree with the contents of the Specification Document. All Specification Documents shall be subject to these Terms and Conditions.

2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Terms and Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.

2.3 A quotation for the goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 7 days from its date of issue.

2.4 The Supplier shall use all reasonable endeavours to complete the services within estimated time frames, but time shall not be of the essence in the performance of any services.

3 - GOODS

3.1 The Goods are described in the Supplier's Specification Document.

3.2 The Supplier warrants that all goods will materially conform to the specification in the Specification Document.

3.3 The Supplier reserves the right to amend the Specification Document if required by any applicable statutory or regulatory requirements. If such amendments will materially change the nature or quality of the Goods, the Supplier shall notify the Customer who may then cancel the order without penalty.

4 - CONFIGURATION SERVICES

4.1 If the Supplier agrees to provide any configuration services to the Customer these will be at the price agreed at the time the order is accepted.

4.2 Configuration services have a warranty of 10 days from the date of shipment to the Customer. The Supplier's sole liability in respect of any defective configuration services shall be the repair or replacement of the Goods on which the services have been performed. Claims in respect of defective services must be made within 21 days of the date of delivery of the configured Goods.

4.3 The Supplier does not warrant that the services will meet the Customer's requirement or that the use of the services will be uninterrupted or free of error. The Customer assumes the responsibility to take adequate precautions against damaged to its operations that could be caused by defects, interruptions or malfunctions in the services.

5 - PRICE AND PAYMENT

5.1 The price for the supply of goods and services are as set out in the Specification Document. The Supplier shall invoice the Customer.

5.2 The Supplier may, by giving notice to the Customer at any time up to 5 Business Days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

5.2.1 Any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or

5.2.2 Any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.

5.3 The price of the Goods:

5.3.1 Excludes amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and

5.3.2 Excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer. These costs will be outlined and confirmed in the specification document.

5.4 The Supplier may invoice the Customer for the Goods on or at any time after the completion of delivery.

5.5 Invoiced amounts shall be due and payable within 30 days of receipt of invoice. In the event that the Customer's procedures require that an invoice be submitted against a purchase order for payment, the Customer shall be responsible for issuing such purchase order before the goods and services are supplied.

5.6 Payment may be made by credit card. There will be a surcharge of 1.5% for payment by this method.

5.7 The Customer shall pay all amounts due under the Agreement in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

5.8 If the Customer fails to make any payment due to the Supplier under the Agreement by the due date for payment, then:

5.8.1 The Supplier shall be entitled to cancel the Agreement.

5.8.2 The Supplier shall be entitled to suspend any further deliveries or suspend any Services to the Customer.

5.9 In the event that there has been a material or obvious pricing error by the Supplier, the Supplier shall be entitled, within 30 days, to either:

5.9.1 Invoice the Customer the true and correct price of the Goods at the date of the Order;
or

5.9.2 Allow the Customer to cancel the Order and the Supplier shall collect the mispriced Goods at its own expense and credit the Customer for the price paid for the Goods.

5.10 All invoices are due for payment (30 days from date of invoice unless an extension of these terms has been agreed between the Customer and the Supplier. Any invoice beyond this period could be referred to Close Brothers PLC or any other such agent as the Supplier shall from time to time appoint and could be subject to a surcharge of 15% plus vat to cover the collection costs incurred. This surcharge together with all other charges and legal fees incurred will be the responsibility of the Customer and will be legally enforceable.

6 - DELIVERY

6.1 The Supplier shall ensure that:

6.1.1 Each delivery of Goods is accompanied by a delivery note that shows the date of the Order, the type and quantity of Goods and storage instructions (if any).

6.2 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (Delivery Location).

6.3 Delivery is completed on the completion of unloading the Goods at the Delivery Location.

6.4 The date of delivery specified by the Supplier is an estimate only. Time for delivery shall not be of the essence of the contract and the Supplier shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the goods.

6.5 If the Supplier fails to deliver Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

6.6 If the Customer fails to accept delivery of the Goods within three Business Days of the Supplier notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Agreement:

6.6.1 Delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Supplier notified the Customer that the Goods were ready; and

6.6.2 The Supplier shall store the Goods until delivery takes place and charge the Customer for all related costs and expenses (including insurance).

6.7 If [ten] Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

6.8 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

7 - TITLE AND RISK

7.1 The risk in the Goods shall pass to the Customer on completion of delivery.

7.2 Title in the Goods shall not pass to the Customer until the Supplier has been paid in full for the Goods.

7.3 Until title to the Goods has passed to the Customer, the Customer shall:

7.3.1 Store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property.

7.3.2 Not remove, deface or obscure any identifying mark or packaging on or relating to the Goods.

7.3.3 Maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.

7.3.4 Notify the Supplier immediately if it becomes subject to any of the events listed in Clause 15.1; and

7.3.5 Give the Supplier such information relating to the Goods as the Supplier may require from time to time.

7.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in Clause 14.1, then, without limiting any other right or remedy the Supplier may at any time:

7.4.1 Require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and

7.4.2 If the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

8 - CUSTOMER'S OBLIGATIONS

8.1 To enable the Supplier to perform its obligations under this Agreement the Customer shall:

8.1.1 Co-operate with the Supplier.

8.1.2 Provide the Supplier with any information reasonably required by the Supplier.

8.1.3 Obtain all necessary permissions and consents which may be required before the commencement of the services; and

8.1.4 Comply with such other requirements as may be set out in the Specification Document or otherwise agreed between the parties.

8.2 The Customer shall be liable to compensate the Supplier for any expenses incurred by the Supplier as a result of the Customer's failure to comply with Clause 6.1.

8.3 Without prejudice to any other rights to which the Supplier may be entitled, in the event that the Customer unlawfully terminates or cancels the goods and services agreed to in the Specification Document, the Customer shall be required to pay to the Supplier as agreed damages and not as a penalty the full amount of any third party costs to which the Supplier has committed and in respect of cancellations on less than 24 hours written notice the full amount of the goods and services contracted for as set out in the Specification Document, and the Customer agrees this is a genuine pre-estimate of the Supplier's losses in such a case. For the avoidance of doubt, the Customer's failure to comply with any obligations under Clause 8.1 shall be deemed to be a cancellation of the goods and services and subject to the payment of the damages set out in this Clause.

8.4 In the event that the Customer or any third party, not being a sub-contractor of the Supplier, shall omit or commit anything which prevents or delays the Supplier from undertaking

or complying with any of its obligations under this Agreement, then the Supplier shall notify the Customer as soon as possible and:

8.4.1 The Supplier shall have no liability in respect of any delay to the completion of any project.

8.4.2 If applicable, the timetable for the project will be modified accordingly.

8.4.3 The Supplier shall notify the Customer at the same time if it intends to make any claim for additional costs.

9 - ALTERATIONS TO THE SPECIFICATION DOCUMENT

9.1 The parties may at any time mutually agree upon and execute new Specification Documents. Any alterations in the scope of goods and/or services to be provided under this Agreement shall be set out in the Specification Document, which shall reflect the changed goods and/or services and price and any other terms agreed between the parties.

9.2 The Customer may at any time request alterations to the Specification Document by notice in writing to the Supplier. On receipt of the request for alterations the Supplier shall, within 5 working days or such other period as may be agreed between the parties, advise the Customer by notice in writing of the effect of such alterations, if any, on the price and any other terms already agreed between the parties.

9.3 Where the Supplier gives written notice to the Customer agreeing to perform any alterations on terms different to those already agreed between the parties, the Customer shall, within 5 working days of receipt of such notice or such other period as may be agreed between the parties, advise the Supplier by notice in writing whether, or not, it wishes the alterations to proceed.

9.4 Where the Supplier gives written notice to the Customer agreeing to perform alterations on terms different to those already agreed between the parties, and the Customer confirms in writing that it wishes the alterations to proceed on those terms, the Specification Document shall be amended to reflect such alterations and thereafter the Supplier shall perform this Agreement upon the basis of such amended terms.

10 - WARRANTY

10.1 As far as it is able, the Supplier will pass on to the Customer the benefits of any Third-Party Warranties.

10.2 The Supplier warrants that the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

10.3 Except as expressly stated in this Agreement, all warranties whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the goods and services to be provided by the Supplier.

11 - INDEMNIFICATION

The Customer shall indemnify the Supplier against all claims, costs and expenses which the Supplier may incur and which arise, directly or indirectly, from the Customer's breach of any of its obligations under this Agreement, including any claims brought against the Supplier alleging that any goods and/or services provided by the Supplier in accordance with the Specification Document infringes a patent, copyright or trade secret or other similar right of a third party.

12 - RETURNS AND REPAIRS

12.1 All returns of Goods can only be made, and will only be accepted by the Supplier if they comply with the following:

12.1.1 Prior authorisation must be obtained from the Supplier via such method as the Supplier may advise. Such prior authorisation shall be given at the Supplier's sole discretion.

12.1.2 The request for the return must be made within 10 days of the date of invoice.

12.1.3 The Goods must be returned within 5 days of the authorisation to return under clause 12.1.1.

12.1.4 The Goods must be properly packed and delivered to the address on the authorisation under clause 12.1.1.

12.1.5 If BSL-IT, at its discretion, agrees to accept the return of unwanted products for a credit, the goods must be returned with BSL-IT's prior written agreement of 10 days of delivery. For non-faulty goods, the goods must be unopened and in pristine re-saleable condition with the manufacturer's seal intact.

12.1.6 The Goods must be accompanied by a list of the Goods; and

12.1.7 The Goods must still be covered by the manufacturer's warranty.

12.1 The Supplier reserves the right to reject any Goods which do not comply with the conditions set out in clause 12.1. If the Supplier agrees to accept any Goods returned which are not in a saleable condition, the Supplier reserves the right to charge the cost to the Customer of bringing the Goods into a saleable condition.

12.2 The Supplier reserves the right to test all Goods returned as faulty and to return to the Customer (at the Customer's expense) any Goods found not to be faulty.

12.3 The Supplier reserves the right to levy an administration charge in respect of the rotation of Goods and returns.

12.4 The Customer shall notify the Supplier within 2 Business Days of any delivery discrepancies or Product damages. If the Supplier issues an RMA, Products must be returned to the Supplier within 5 Business Days of the date thereof. The Supplier reserves the right to refuse return of damaged Products should the manufacturer's seal be broken or compromised and charge the Customer return postage.

12.5 If the Supplier has agreed to carry out repairs or to replace Products (or any parts thereof) above the Customer irrevocably authorises the Supplier to carry out such repairs or provide such replacements as shall place the Products in proper working order.

12.6 The Supplier shall accept no liability for any damage to or loss in transit of Products returned to The Supplier under this Clause 12.

12.7 The Supplier does not offer stock rotation rights (or sale or return rights) and Customer shall have no expectation of such rights being granted.

13 - LIMITATION OF LIABILITY

13.1 Nothing in these Terms and Conditions shall exclude or limit the Supplier's liability for:

13.1.1 Death or personal injury resulting from the Supplier's negligence or that of its employees, agents, or sub-contractors.

13.1.2 Fraud or fraudulent misrepresentation.

13.1.3 Breach of the terms implied by section 12 of the Sale of Goods Act 1979; or

13.1.4 Defective products under the Consumer Protection Act 1987.

13.2 Subject to clause 13.1:

13.2.1 The entire liability of the Supplier to the Customer in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the price paid by the Customer to which the claim relates.

13.3 Subject to Clause 14.1 the Supplier shall under no circumstances be liable to the Customer for any:

13.3.1 Loss of business.

13.3.2 Loss of opportunity.

13.3.3 Loss of profits; or

13.3.4 For any other indirect or consequential loss or damage whatsoever.

This shall apply even where such a loss was reasonably foreseeable, or the Supplier had been made aware of the possibility of the Customer incurring such a loss.

14 - TERMINATION

14.1 Either party may terminate this Agreement forthwith by notice in writing to the other if:

14.1.1 The other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 10 calendar days of being given written notice from the other party to do so.

14.1.2 The other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect.

14.1.3 The other party ceases to carry on its business or a substantial part of its business; or

14.1.4 The other party is declared insolvent or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee, or similar officer is appointed over any of its assets.

14.2 Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Agreement or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 14.1 or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Agreement on the due date for payment.

14.3 Without limiting its other rights or remedies, the Supplier may terminate the Agreement with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Agreement on the due date for payment.

14.4 On termination of the Agreement for any reason the Customer shall immediately pay to the Supplier all the Supplier's outstanding unpaid invoices and interest.

14.5 Termination of the Agreement shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Agreement that existed at or before the date of termination.

14.6 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

15 - INTELLECTUAL PROPERTY RIGHTS

We or our suppliers reserve all copyright and any other intellectual property rights which may subsist in any goods or services supplied in connection with the provision of the Goods. We reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights

Except as permitted by applicable law or as expressly permitted under the Contract the Customer must not, without prior written consent, copy, de-compile or modify any Software, copy manuals or documentation or permit anyone else to do so.

16 - FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

17 - INDEPENDENT CONTRACTORS

The Supplier and the Customer are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties. The Supplier may, in addition to its own employees, engage sub-contractors to provide all or part of the services being provided to the Customer and such engagement shall not relieve the Supplier of its obligations under this Agreement or any applicable Specification Document.

18 - ASSIGNMENT

18.1 The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with any of all of its rights or obligations or delegate its duties under this Agreement.

18.2 The Customer shall not be entitled to assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of all of its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Supplier.

19 - SEVERABILITY

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed, and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

20 - VARIATION

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

21 - WAIVER

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

22 - NOTICES

Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Specification Document or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

23 - ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings, or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both parties.

24 - NO THIRD PARTIES

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

25 - GOVERNING LAW

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

26 - JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.