

All orders for goods accepted by Visitor Management Ltd ("the vendor") are accepted subject to the following conditions, which shall form part and govern the contract of sale. All orders placed are accepted under these terms and cannot be cancelled without agreement of the vendor. Any term sought to be imposed by a purchaser either in a document or otherwise that conflicts with or adds to these conditions is not accepted. No agent or representative of the vendor has authority to vary these conditions unless accepted in writing by a director of Visitor Management Ltd, hereinafter referred to as "a director".

1. Payments and Price

- (a) The vendor reserves the right to vary the quoted price for the goods by upward additions in accordance with market conditions at the date of actual supply and the purchaser shall pay such additions in addition to the quoted price. Price Lists do not constitute an offer.
- (b) All invoices are due for payment on the date shown on the invoice. Payment is to be made in sterling unless otherwise agreed in writing by a director.
- (c) All overdue accounts will be charged, on a daily basis, commercial interest at 5% above the base rate of the Nat West plc obtaining at the time.

2. Availability of Goods

The vendor will use its best endeavours to comply with the date named for despatch or delivery which date is given and intended as estimate only and is not to be the essence of the contract. If owing to non-availability of the goods or any other causes beyond the vendor's control, the vendor shall be unable to effect delivery hereunder it shall be at liberty to determine the contract or part thereof by giving notice in writing to the purchaser.

2.1 Late Delivery

Whilst the Vendor will use its best endeavours to deliver the Goods in accordance with the Purchasers requirements, the Vendor will not be liable for any consequences of late delivery howsoever caused.

3. Property and Risk

For so long as any amounts remain owing from the purchaser to the vendor (whether immediately due or not) title to the property of the goods shall remain in the vendor and ownership will not pass to the purchaser until the vendor has received payment in full. In the event of the purchaser reselling the goods, if the vendor has not received all amounts owing to it, the purchaser shall account to the vendor for the proceeds of any such sale and meanwhile will hold all proceeds of such sale of such goods upon trust of the vendor until the vendor have received such amounts in full. The vendor shall have the right to trace all proceeds in accordance with the principles of R. v. Hallett Estates 1880 13CH.D96. At any time after the due date for payment from the purchaser to the vendor, and so long as such amounts have not been received by the vendor in full, the vendor, at the purchaser's expense, shall have the right to enter the purchasers premises and remove there from all goods which remain the property of the vendor.

4. Design Variation

Whilst the vendor makes every effort to ensure that goods supplied correspond to in every respect with the sample, specification or description provided as the case may be, the vendor is not responsible for the minor variations in specification, in colour or other design features, and no such minor variation shall entitle the purchaser to rescind the contract or shall be the subject of any claim against the vendor by the purchaser.

5. Intellectual property rights

5.1 Ownership. The vendor grants no right or licence to THE PURCHASER by implication, estoppel or otherwise to the Products or any Intellectual Property Rights of the vendor. The Vendor shall retain all ownership rights, title, and interest in and to its own products and services and all intellectual property rights therein, subject only to the rights and licences specifically granted in any licence agreement.

5.2 Rights. The vendor (and not THE PURCHASER) has the sole rights, to all copyright, patent, registration and trademarks, for the Products and any Intellectual Property Rights incorporated therein.

5.3 Pursuit of Infringers. THE PURCHASER shall notify the vendor of infringements of the vendors Intellectual Property Rights of which THE PURCHASER becomes aware. THE PURCHASER shall reasonably assist the vendor at no cost to THE PURCHASER, in pursuing the vendors legal rights against any such infringers. The vendor, at its sole discretion, shall determine whether to pursue any particular case of infringement.

5.4 Proprietary Markings and Copyright Notices. THE PURCHASER shall not remove or destroy any proprietary, confidentiality, trademark, registration, service mark, or copyright markings or notices placed upon or contained in any products, badges, materials or documentation received from the vendor in connection with this Agreement.

6. Confidentiality

6.1 Confidential Information. The parties acknowledge that in their performance of their duties hereunder either party may communicate to the other (or its designees) certain confidential and proprietary information, including without limitation information concerning THE PURCHASER's customers, supplies or data, the vendors products and services, and the know-how, technology, techniques, or business or marketing plans related thereto (collectively, the "Confidential Information") all of which are confidential and proprietary to, and trade secrets of, the disclosing party. Confidential Information does not include information that:

- (i) is public knowledge at the time of disclosure by the disclosing party;
- (ii) becomes public knowledge or known to the receiving party after disclosure by the disclosing party other than by breach of the receiving party's obligations under this Section 6 or by breach of a third party's confidentiality obligations;
- (iii) was known by the receiving party prior to disclosure by the disclosing party other than by breach of a third party's confidentiality obligations; or
- (iv) is independently developed by the receiving party.

6.2 Protection of Confidential Information.

As a condition to the receipt of the Confidential Information from the disclosing party, the receiving party shall:

- (i) not disclose in any manner, directly or indirectly, to any third party any portion of the disclosing party's Confidential Information;
- (ii) not use the disclosing party's Confidential Information in any fashion except to perform its duties hereunder or with the disclosing party's express prior written consent;
- (iii) disclose the disclosing party's Confidential Information, in whole or in part;
- (iv) take all necessary steps to ensure that its employees and agents are informed of and comply with the confidentiality restrictions contained in this Agreement; and party agrees that damages are not an adequate remedy for any such violation and that the other party will be entitled to injunctive relief against each violation.

6.3 Publicity

It is agreed and acknowledged by the Purchaser that the Vendor may publicise that the Purchaser is a customer of the Vendor and uses the Product as Licensed.

7. Claims

- (a) No liability for any claim for damage or non-functionality shall be accepted unless the purchaser notifies the vendor in writing within seven days of delivery. This period may be extended at the sole discretion of the vendor where the manufacturer's replacement policy exceeds this deadline.
- (b) No liability for any claim for missing items such as manuals, etc. shall be accepted unless the vendor is notified in writing by the purchaser within seven days of delivery.
- (c) No liability for any claim will be accepted in the case of goods differing in quantity or descriptions from the particulars given on the delivery note unless the vendor is notified in writing by the purchaser within seven days of delivery and the onus is on the purchaser to prove any shortage.

(d) In the case of active third-party on-site maintenance contracts, the purchaser accepts an obligation to use the services of the contracted third-party to resolve claims under clause 7(a).

(c) In the case of manufacturers who operate direct product support and returns procedures, the purchaser accepts an obligation to process their claim directly through the manufacturer.

8 Guarantee

- (a) The purchaser shall, unless otherwise, in writing, be responsible for all carriage, telephone, postal and other incidental charges incurred during the guarantee period. The software is guaranteed to be functional for 12 months and only under Windows XP, 2003, Vista or 7 operating systems and only on the basis that the software is not being used for any other purpose other than that as specified.
- (b) The guarantee period is twelve months from date of delivery.

9 Delivery

- 8.1 If you refuse or fail to take delivery of Products provided in accordance with these Conditions, any risk of loss or damage to the Products shall nonetheless pass and with out prejudice to any other rights or remedies we have:-
- 8.1.1 We shall be entitled to immediate payment in full for the Products or Services delivered and either to effect delivery by whatever means we consider appropriate or to store Products at your risk;
- 8.1.2 You shall be liable pay on demand all costs of Product storage and any additional costs incurred as a result of such refusal or failure to take delivery;
- 8.1.3 We shall be entitled 30 days after the agreed date for delivery to dispose of Products in such manner as we determine and may set off any proceeds of sale against any sums due from you.
- 8.2 You shall not be entitled to reject the Products in whole or in part by reason of short delivery and shall pay in full notwithstanding short delivery or non-delivery unless you notify us in writing of any claim within 7 days of the latest of the date of receipt of the relevant invoice or delivery whereupon you shall pay for the quantity actually delivered
- 8.3 Where we deliver Products by instalments, each instalment constitutes a separate contract and any defect in any one or more instalments shall not entitle you to repudiate the contract as a whole nor to cancel any subsequent installment.
- 6.6 Save as otherwise provided in these Conditions, risk of loss of or damage to the Products passes to you on delivery or when placed in your possession or that of any carrier or transport provided by you, whichever shall occur first.

10. Technical Support

- (a) Telephone Technical support is available via 0115 946 2313, calls are charged at £30 +vat per 15 minutes, unless a support agreement has been purchased.
- (b) Product upgrades are made available free for the first year thereafter an annual upgrade charge will be applicable.

11. Software Licence

- (a) All software supplied is subject to use, under the software licence agreement. Any activation or card stock codes should be kept safe by the customer in case of future query.
- (b) The 'VM' Software product range licence activation is only issued once per purchase and is stored in the systems database. The database and system file structure should be kept secure and backed up by the customer. Loss of the database and thus loss of the activation codes for that database will require the customer to purchase a reactivation code to continue to use the software.
- (c) The 'VM' Product range sends usage data to Visitor Management Ltd and also downloads card stock codes and licence activation.

12. Returned Goods

- (a) The vendor will not accept goods for credit or rectification unless such return has been authorised by a director, and the goods are received by the vendor in stock condition, with original packaging and the vendor retains the right at its sole discretion whether to accept the return of the goods or whether to rectify the goods or whether to issue a credit note in respect thereof. The vendor reserves the right to charge a restocking fee on goods returned for credit, which are not in stock condition.
- (b) The purchaser shall unless otherwise stated be responsible for the cost of outward and return carriage and insurance of all goods returned by the purchaser to the vendor for service or credit which goods shall be at the risk of the purchaser until actual receipt of the goods by the vendor. The onus of proof of safe delivery shall rest with the purchaser.
- (c) All items returned to the vendor by prearrangement and found to contain no fault, will be subject to a 25% restocking charge, providing the goods are in original stock condition. Any downward variation of this restocking charge shall be at the sole discretion of the vendor.
- (d) No credit shall be allowed for goods until they have been received complete.

13. Consequential Loss

The extent of the vendor liability to the purchaser for any default or breach whatsoever and howsoever arising shall in no case exceed the invoice value of the goods and the vendor shall in no circumstances whatsoever be liable to the purchaser in respect of any loss or damage whether suffered by the purchaser or any customer of the purchaser and whether direct, indirect, consequential, or however else arising.

14. Law

- (a) If any part of these terms and conditions shall be found to be unlawful it shall not affect the validity or enforceability of the remainder of the conditions
- (b) This contract is and shall be deemed to have been made in England and shall in all respects be governed by English Law

15. Payment

Visitor Management Ltd accept payment as follows:

Cheque: A cheque payment made out to 'Visitor Management Ltd' should be received by the vendor within 14 days of the invoice date.

Credit /Debit Card Payment: For pre-payment

Bacs / Wire Transfer. Payment can be made directly to our bank account, within the payment terms.

16. Credit Terms

Credit may be extended to central and local government departments and agencies, limited companies and public limited companies whose shares are fully quoted on the London Stock Exchange. Our normal terms are 14 days from date of invoice or supply. All credit orders must be in writing, using wherever appropriate, the official stationery of the customer. Companies placing orders will be subject to a satisfactory credit report. Contra Arrangement Exchange of goods or services can only be used to settle invoices by the express written permission of the vendor.