

STANDARD TERMS AND CONDITIONS

PRELIMINARY

1. In these Conditions the "Company" or "Trust" means Trust Systems Limited, the "Buyer" means the person, firm or company ordering, buying or agreeing to buy goods from the Company, the "Contract" means the contract for the sale and purchase of the Goods, and the "Goods" means the Goods (including any instalment of the goods or any parts for them) which the company is to supply in accordance with the Conditions.
2. The Company shall sell and the Buyer shall purchase the Goods in accordance with any written order of the Buyer which is accepted by the Company subject to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such order is made or purported to be made by the Buyer. No terms and conditions stipulated in any other communication or document shall vary or annul any of these Conditions except insofar as the same are expressly consented to in writing by the Company.

PRICE AND PRICE CHANGE

3. Quoted prices include the cost of normal packaging and delivery but exclude any installation costs (which shall be payable by the Buyer in addition to the quoted price) unless otherwise agreed in writing. The quoted price is exclusive of any applicable Value Added Tax, which shall be payable by the Buyer in addition to the quoted price.
4. In the case of Goods being supplied new from the manufacturer, the price for the Goods shall be directly related to that of the manufacturer at the date of despatch and any changes in the manufacturers price from the date of original contract to the date of delivery shall result in a pro rata change in the purchase price payable by the Buyer.
5. The Company reserves the right to amend its quoted prices at any time prior to the date of despatch to take into account increases in costs including but not limited to costs incurred due to changes in any taxes, exchange rates or any factors beyond the Company's control.

PERFORMANCE AND SPECIFICATIONS

6. All drawings, specifications, software and technical documents issued by the Company are issued solely for the Buyer's use in connection with the Goods and shall not be copied, reproduced or communicated to any third party. The specification and description of the Goods appearing overleaf if given for the purpose of identification only shall not be deemed to constitute the sale of the Goods as a sale by description. Any indication as to the age of the Goods, whether verbal or otherwise, shall be given in good faith only and shall not form a term of the Contract. The Goods shall be sold free of all encumbrances, liens, charges and claims whatsoever.
7. Any performance figures quoted or referred to in any specification or other document are estimates only based on the manufacturer's quoted figures and assume operation by experienced personnel together with use of specified materials. Such information shall not form part of the Contract.

ORDERS

8. No order will be accepted by the Company unless confirmed in writing.

DELIVERY

9. Delivery of the Goods shall be effected when the Goods are removed from a vehicle at the delivery address reasonably notified by the Buyer to the Company, or in the event that Trust or any Partner of Trust are performing any configuration work or storing on behalf of the Buyer. Risk of damage to or loss of the Goods shall pass to the Buyer on delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Company has tendered delivery of the Goods.
10. Delivery of the Goods to the delivery address shall be completed within a period of 7 days from the date which the Company shall notify the Buyer is the delivery date. If the Buyer wrongfully fails to take delivery of the Goods, the Company shall be entitled either to procure that they are removed and stored at the expense of the Buyer or to sell the Goods at the best price readily obtainable and (after deducting reasonable storage and selling expenses) charge the Buyer for any shortfall below the price under Contract. If the Buyer wrongfully refuses to accept delivery it shall immediately become liable to the Company for the whole of the purchase price.
11. Any delivery dates are approximate only and the Company shall not be liable for any delay in delivery of the Goods, however caused. Time of delivery shall not be of the essence of the Contract. Late delivery shall not entitle the Buyer to refuse delivery or to cancel the Contract.

TITLE AND RISK

12. Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, and the property in the Goods shall remain vested in the Company until the Company has received from the Buyer in cash or cleared funds all monies which are then due from the Buyer to the Company under this or any other Contract for the supply of Goods or other Goods. Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Company's fiduciary agent and bailee, and shall store such Goods and materials separately from the Goods of the Buyer at no cost to the Company so that they are properly protected, insured and clearly identified as belonging to the Company, until that time the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business.
13. Until such time as the property in the Goods passes to the Buyer (and provided that the Goods are still in existence and have not been resold) the Company shall be entitled at any time to require the Buyer to deliver up the Goods to the Company and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
14. The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Company, but if the Buyer does so all monies owing by the Buyer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.

INSOLVENCY OF BUYER

15. If the Buyer:
 - a) being a company, has a petition presented for its winding up, passes a resolution for voluntary winding up, enters into a voluntary arrangement with its creditors, becomes subject to an administration order, goes into liquidation (other than for the purposes of a solvent amalgamation or reconstruction) or has a Receiver appointed for all or any of its assets; or
 - b) being an individual, becomes bankrupt or enters into a voluntary arrangement with creditors; or
 - c) ceases, or threatens to cease, to carry on business; or if the Company reasonably apprehends that any of these events is about to occur in relation to the Buyer and notifies the Buyer accordingly, then the provisions of Condition 16 shall apply.
16. If any of the events in Condition 15 arise:
 - a) the Company shall be entitled to cancel the Contract or suspend deliveries under the Contract without liability to the Buyer;

- b) if the Goods have been delivered but not paid for, payment shall become due immediately regardless of any previous agreement to the contrary; and
- c) the Company shall have the right to re-take possession of the Goods for which payment has not been made from the Buyer with or without prior notice and for that purpose to enter upon any premises occupied by the Buyer

PAYMENT

- 17. Unless otherwise agreed in writing and subject to Condition 16, the price shall be paid by the 30th day after the date of invoice, without deduction in respect of any set off or counterclaim, in default of which interest shall be payable (both before and after any judgement) at the rate of 4% per annum over the base rate for the time being of Lloyds Bank plc (such interest being deemed to accrue from day to day and being compounded on the last day of each calendar month) until payment is made, Interest shall continue to accrue after any order, resolution or appointment for the liquidation, winding up, receivership or bankruptcy of the Buyer.
- 18. The time of payment shall be of the essence of the Contract.
- 19. Any payment by the Buyer after default may be applied at the option of the Company to any outstanding invoice or to interest before capital. Loss or Damage in Transit, Non Delivery or Failure to Function when Installed.
 - a) Any claim for non-delivery of any Goods shall be notified in writing by the Buyer to the Company within 7 days of the date of the Company's invoice.
 - b) Any claim which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Company within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure.
- 20. If the delivery is not refused, and the Buyer does not notify the Company of any claim in accordance with the provisions of this Condition, the Buyer shall not be entitled to reject the Goods and the Company shall have no liability for such defects or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

MAINTENANCE

- 21. Where Goods have been supplied to the Buyer on the basis that the Company guarantees that such Goods will be accepted on to the manufacturers scheduled maintenance, the Buyer. must immediately arrange for the manufacturer to accept the Goods onto its maintenance schedule, and unless the Company have been notified in writing within 7 days from the date of delivery or installation, if later, that the manufacturer has not accepted the Goods onto its maintenance schedule because of a defect in the Goods, it will be deemed that the Goods have been accepted and the maintaining manufacturer will be responsible for all future support for the equipment and the Company shall have no liability in respect of the maintenance of the Goods.

EXTENSION OF BENEFITS

- 22. The Company shall use all reasonable endeavours to extend to the Buyer the benefit of any guarantee, condition or warranty which may have been given to the Company by the manufacturer or vendor or otherwise implied in favour of the Company, provided always that the Goods are not sold with or subject to any other condition or warranty, express or implied by statute, description or otherwise, and all such conditions and warranties are hereby excluded to the fullest extent permitted by law, The Buyer shall fully indemnify the Company against all costs, claims, damages and expenses incurred or to be incurred by the Company in connection with the enforcement of any manufacturer's guarantee, condition or warranty.

INSTALLATION

23. If the terms of this Contract provide for any portion of the price of the Goods to be paid after installation, and such installation is not commenced within 5 days of delivery of the Goods by the Company to the Buyer's designated location for any reason outside the Company's control, then at the end of such 5 day period the Goods shall be deemed to have been installed and the Buyer shall immediately become liable for the entire purchase price of the Goods.

LIABILITY OF THE COMPANY

24. Where any valid claim in respect of any of the Goods is notified to the Company in accordance with these Conditions, the liability of the Company to the Buyer shall be limited, at the Company's option, to replacing the Goods supplied under the Contract with Goods of the manufacture and model or the return to the Buyer of any monies paid by it to the Company in respect of the rejected Goods. The Company shall have no liability in respect of non-delivery of the Goods if delivery is prevented or delayed for any reason outside the Company's control.
25. Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Buyer by reason of any representation (other than fraudulent misrepresentation) or any implied warranty condition or other term, or any duty at common law, or under the express terms of the Contract for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses, or other claim for consequential compensation whatsoever (and whether caused by the negligence of the Company, its employees or agents or otherwise) which arises out of or in connection with the supply of the Goods or their resale by the Buyer, except as expressly provided in these Conditions.

ORDER CANCELLATION

26. Where the Buyer wishes to cancel all or part of the Contract the Company may, but shall not be required to, accept such termination, in which case the Buyer shall pay to the Company any costs incurred by the Company in purchasing the Goods for the purpose of fulfilling the Contract prior to the Buyer's notification of its wish to cancel, together with any costs reasonably incurred by the Company in connection with the Contract prior to such notification and any of loss of profit arising from the cancellation. Cancellation of services within 5 days of proposed implementation date shall incur a charge of 50% of the project delay costs.

FORCE MAJ'EURE

27. The Company shall not be liable to the buyer for any delay or failure in performance of its obligations under the contract which is due to circumstances beyond its reasonable control, including but not limited to delays or defaults of suppliers or any sub-contractor, war or threat of war, strike, lock out or other industrial action, flood, Act of God, explosion, fire, accident to plant machinery, power failure or breakdown in machinery, or shortage of materials or labour.

GOVERNING LAW

28. These Conditions may only be varied by agreement in writing between the parties signed by an authorised signatory of each party.
29. This Contract shall be construed and take effect in accordance with the laws of England. Each of the parties irrevocably submits for all purposes in connection with these Conditions to the exclusive jurisdiction of the courts of England.