

1. GENERAL

These Terms apply to all Contracts entered into by Knibbs Computer Services.

2. DEFINITIONS

2.1 In these Terms the following words have following meanings:

Active Devices:	Products containing electronic components
Contract:	any contract for the supply and/or installation of Products by Knibbs Computer Services to the Customer
Customer:	any Customer of Knibbs Computer Services to whom Products are supplied under the Contract incorporating these terms
Knibbs Computer Services:	Knibbs Computer Services Limited (Company Number: 3651449) whose registered office is at Suite 1, Ground Floor, Falmer Court, London Road, Uckfield, East Sussex TN22 1HN
Products:	any products, including Active Devices to be supplied by Knibbs Computer Services under the Contract (including any part or parts of them)
Quotation:	any offer by Knibbs Computer Services for the supply and/or installation of Products
Specification:	the specification of the Products set out in the Quotation or otherwise agreed in writing
Terms:	the terms set out in this document and any additional terms agreed in writing by Knibbs Computer Services and the Customer
Third Party Software:	all software owned by or licensed to the Customer by third parties and which comprised part or all of the Products

2.1 In these Terms headings will not effect the construction of these Terms.

3. ACCEPTANCE

3.1. These Terms apply to all Contracts to the exclusion of all other terms. Any variation is only effective if agreed in writing by a Director of Knibbs Computer Services. No other employee, representative or agent has authority to vary, alter or amend the Terms. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Knibbs Computer Services which is not set out in the Contract. Nothing in these Terms will exclude or limit the Company's liability for fraudulent misrepresentation.

3.2. No terms or conditions endorsed upon, delivered with or contained in the Customer's purchase order, confirmation of order, Specification or other document will form part of the Contract simply as a result of such document being referred to in the Contract.

3.3. The Customer must ensure that the terms of its order and any Specification are complete and accurate.

3.4. Any Quotation accepted by the Customer or Customers order accepted by Knibbs Computer Services shall be subject to these Terms and any credit checks which Knibbs Computer Services may undertake.

3.5. Knibbs Computer Services shall be entitled to cancel the Contract at any time without liability, if either the Customer fails to supply upon request trade and/or bank references or if such references supplied or credit checks undertaken are unacceptable to Knibbs Computer Services.

3.6. Quotations are only valid for the period stated in them or in default of any period, 30 days from their date, provided Knibbs Computer Services has not previously withdrawn it.

4. PRICE

4.1. The Price to be stated in the Quotation, may be increased by Knibbs Computer Services before delivery of the Products if there is any variation in the cost of materials, labour or other overheads (including any variations in foreign exchange rates) or if any change in the Specification is required. The Customer will be advised of any such increase in Price.

4.2. The Price shall be exclusive an any value added tax and any other taxes, government charges or customs duties shall be added to the Price.

4.3. The Price includes the cost of installation and delivery in accordance with the Quotation. Knibbs Computer Services shall be entitled to charge extra for any additional works required and not provided for within the Quotation.

5. PAYMENT

5.1. Sale of Hardware/Software:

5.1.1. Save where the Price exceeds £10,000 payment of the Price shall be made to Knibbs Computer Services in the quoted currency not later than 14 days following the invoice date.

5.1.2. Where the Price exceeds £10,000, 40% of the price shall be payable with the order, with the balance due in the quoted currency not later than 14 days following the invoice date.

5.2. Sales of Services (Consultancy/Installation/Software Development)

5.1.3. Save where the Price exceeds £10,000 payment of the Price shall be made to Knibbs Computer Services in the quoted currency not later than 30 days following the invoice date.

5.1.4. Where the Price exceeds £10,000, 40% of the price shall be payable with the order, with the balance due in the quoted currency not later than 30 days following the invoice date.

5.3. Time for payment shall be of the essence.

5.4. No payment shall be deemed to been received unless Knibbs Computer Services has received cleared funds.

5.5. All payments payable to Knibbs Computer Services under this Contract shall become due immediately upon termination of this Contract despite any other provision.

- 5.6. The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by Knibbs Computer Services to the Customer.
- 5.7. Any discount is subject to payment in full within these payment terms and in default, Knibbs Computer Services reserves the right to raise an invoice for the discount.
- 5.8. In default of payment in full on the due date Knibbs Computer Services shall have the right to charge interest from the due date to the date of payment at the rate of 8% above the Bank of England Base Rate accruing on daily basis on the amount outstanding.
- 5.9. If the Contract provides for the payment of the Price by instalments and the Customer defaults on any instalment, the whole Price outstanding shall become immediately due and payable and interest shall run on the outstanding Price at the rate set out in Clause 5.8 above from the date of default. Knibbs Computer Services may suspend any further deliveries of the Products until payment of the Price by the Customer. The Customer shall indemnify Knibbs Computer Services against any losses or expenditure suffered by Knibbs Computer Services as a result of such suspension (including storage charges).
- 5.10. Upon the occurrence of an event of force majeure (as detailed in Clause 8.2 below) Knibbs Computer Services shall be entitled to invoice for the proportion of work completed and for Products delivered on to site.

6. RISK AND PROPERTY

- 6.1. The risk in the Products shall pass to the Customer upon delivery but title in the Products supplied shall remain in Knibbs Computer Services until the Customer has paid all amounts outstanding to Knibbs Computer Services under any account whatsoever. Until Knibbs Computer Services is paid in full for the Products the relationship of the Customer to Knibbs Computer Services shall be fiduciary in respect of the Products and the Customer shall keep the Products separate from those of the Customer or third parties and properly stored, protected and insured and identified as Knibbs Computer Services' property, but the Customer shall be entitled to resell or use the Products in the ordinary course of trade.
- 6.2. The Customer shall be entitled to resell the Products in the ordinary course of trade prior to the passing of title provided that before agreeing to resell such Products the Customer shall supply a copy of these Terms to the intended buyers.
- 6.3. The Products shall remain as chattels and severable from any land, buildings or other products of the Customer to which they may become attached.
- 6.4. In the event of a breach of these Terms by the Customer or upon the Customer's insolvency prior to title passing, the Customer shall immediately return all the Products to Knibbs Computer Services and in default, Knibbs Computer Services shall have the irrevocable right to enter upon the Customer's premises or other premises where the Products are located with transport and recover the Products.

7. DELIVERY AND INSTALLATION

- 7.1. Time is not of the essence of the Contract but Knibbs Computer Services shall use reasonable endeavours to deliver and install in accordance with the Quotation. Time or dates given for delivery and installation are estimates only. Knibbs Computer Services shall not be liable for the consequences of any delay.
- 7.2. Delivery and installation may be by instalments whereupon each delivery and installation shall constitute a separate contract and failure to deliver any instalment shall not be grounds for cancellation of the Contract nor refusal to pay the Price.
- 7.3. If for any reason the Customer will not accept delivery or installation of any of any Goods when they are ready for delivery and installation, or the Company is unable to deliver or install the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:
- 7.3.1 risk in the Goods will pass to the Buyer (including for loss or damage caused by the Company's negligence);
- 7.3.2 the Goods will be deemed to have been delivered; and
- 7.3.3 the Company may store the Goods until delivery whereupon the Buyer will be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 7.4. Any dates specified by Knibbs Computer Services for delivery and installation are intended to be an estimate. Failure to accept delivery shall not excuse payment of the Price. The Customer shall indemnify Knibbs Computer Services against all expenses arising from such non-delivery.
- 7.5. The Customer shall ensure that such facilities as Knibbs Computer Services shall reasonably require for access and installation are available and in default shall indemnify Knibbs Computer Services for any additional expenses incurred.
- 7.6. The installation of the Products shall not be complete until such time as Knibbs Computer Services has notified to the Customer in writing.
- 7.7. The Customer shall indemnify Knibbs Computer Services against any liability suffered for breach by the Customer of any duty imposed upon it under any relevant Health and Safety legislation in respect of any of Knibbs Computer Services' employees or agents.

8. FORCE MAJEURE

- 8.1. Knibbs Computer Services shall not be liable for any failure to perform any part of the Contract if its performance has been delayed hindered or prevented by any circumstances whatsoever which are not within the control of Knibbs Computer Services including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials and are not preventable by reasonable diligence on its part.
- 8.2. If Knibbs Computer Services is at any time delayed hindered or prevented from performing the Contract in whole or in part by such an event detailed in Clause 8.1 above then Knibbs Computer Services shall be at liberty to withhold, suspend or reduce performance to such extent as is reasonable in all the circumstances. The Customer shall thereupon be liable for a rateable proportion of the Price agreed to be paid.

9. SPECIFICATION

- 9.1. Knibbs Computer Services shall be entitled without notice to change the Specification provided that any variations in quality do not materially affect the general commercial use of the Products.
- 9.2. If the Customer instructs Knibbs Computer Services to vary the Specification the Customer will be responsible for any reasonable increase in Price due to such alteration.

10. WARRANTIES AND LIABILITY

- 10.1 Subject to the conditions set out below, Knibbs Computer Services warrants that the Products will correspond with their Specification at the time of delivery and shall be free from defects in material and workmanship save for Active Devices for a period of fifteen years from the date of their initial use or [fifteen] years from the delivery, whichever is the first to expire and in relation to Active Devices one year from the date of their initial use or one year from delivery, whichever is the first to expire.
- 10.2 The above warranty is given by Knibbs Computer Services subject to the following condition:-
- 10.2.1 Knibbs Computer Services shall be under no liability in respect of any defect in the products arising from any drawing, design or specification supplied by the Customer;
- 10.2.2 Knibbs Computer Services shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow Knibbs Computer Services' instructions (whether oral or in writing) misuse or alteration or repair of the Products without Knibbs Computer Services' prior written approval;
- 10.2.3 Knibbs Computer Services shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total Price for the Products has not been paid by the due date for payment;
- 10.2.4 the above warranty does not extend to parts, materials or equipment not manufactured by Knibbs Computer Services, in respect of the which the Seller shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer of the parts materials or equipment to Knibbs Computer Services;
- 10.2.5 the above warranty does not include the cost of labour, collection or delivery of the Products to or from the Customer for which Knibbs Computer Services shall be entitled to charge.
- 10.3 Save as expressly provided in these conditions and except where the Products are sold to a person dealing as a consumer (within the meaning of either the Unfair Terms in Consumer Contract Regulations 1994 or the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by Statute or Common Law are excluded from the Contract to the fullest extent permitted by Law.
- 10.4 Any claim by the Customer which is based on any defect in the quantity or condition of the Products or their failure to correspond with their Specification shall (whether or not delivery is refused by the Customer) be notified to Knibbs Computer Services within seven 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. If delivery is not refused, and the Customer does not notify Knibbs Computer Services accordingly, the Customer shall not be entitled to reject the Products and that Knibbs Computer Services shall have no liability for such defect or failure, and the Customer shall be bound to pay the price as if the Products had been delivered in accordance with the Contract.
- 10.5 Where any valid claim in respect of any of the Products which is based on any defect in the quality or condition of the Products or their failure to meet the Specification is notified to Knibbs Computer Services in accordance with these conditions, Knibbs Computer Services shall be entitled to replace the Products (or the part in question) free of charge or, at Knibbs Computer Services' sole discretion, refund to the Customer the price of the Products (or a proportionate part of the price), but Knibbs Computer Services shall have no further liability to the Customer.
- 10.6 Nothing in these Conditions excludes or limits the liability of Knibbs Computer Services:
- 10.6.1 for death or personal injury caused by Knibbs Computer Services' negligence;
- 10.6.2 under section 2(3) Consumer Protection Act 1987;
- 10.6.3 for any matter which it would be illegal for the company to exclude or attempt to exclude its liability; or
- 10.6.4 for fraud or fraudulent misrepresentation.
- 10.7 Knibbs Computer Services shall not be liable to the Customer by reason of any misrepresentation (unless fraudulent), or any implied warranty, condition or other term or any duty at Common Law, or under the express terms of the Contract for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs expenses or other claims for compensation whatsoever (whether caused by the negligence of Knibbs Computer Services, its employees or agents or otherwise) which arise out of or in connection with the supply of the Products or their use or resale by the Customer, and the entire liability of Knibbs Computer Services under or in connection with the Contract shall not exceed the Price, except as expressly provided in these Terms.
11. **BREACH**
- If the Customer commits any breach of these Terms and/or the Contract or being a Company has a resolution or petition for its winding up passed or presented, or a Receiver or Manager is appointed or, if a natural person, commits any act of bankruptcy or enters into any composition with creditors, or is subject to an interim order within the Insolvency Act 1986 or suffers any execution to be levied upon its products, or is unable to pay its debts as per the Insolvency Act 1986 or fails to take delivery of the Products or is in breach of the terms of any contract with Knibbs Computer Services (including these Terms), Knibbs Computer Services shall be entitled to terminate the Contract or suspend its performance and all sums in respect of Products delivered to the Customer shall become immediately payable.
12. **SUB-CONTRACTING AND ASSIGNMENT**
- 12.1 Knibbs Computer Services may assign or sub-contract the whole or any part of its rights and obligations under the Contract.
- 12.2 The Customer shall not be entitled to assign its rights or obligations under these Terms without the prior written consent of Knibbs Computer Services.
13. **THE CUSTOMER'S RIGHTS**
- For the avoidance of doubt, it is hereby declared that these Terms are to be read in conjunction with the provisions of the Unfair Contract Terms Act 1977, the Sale of Goods Act 1979 and the Sale and Supply of Goods Act 1994 or the Unfair Terms in Consumer Contract Regulations 1994 or any statutory modifications thereof. Nothing in these Terms shall affect a consumer's statutory rights.
14. **DATA PROTECTION**
- 14.1 Knibbs Computer Services agrees that it will in relation to personal data processed in connection with this Contract ("the Customer Data"):-
- 14.1.1 process the Customer data in accordance with the Data Protection Act 1998 ("the 1998 Act") and any other applicable data protection legislation;

- 14.1.2 process the Customer Data only so far as is necessary for the purpose of performing its obligations under this Contract;
- 14.1.3 not disclose Customer Data or allow access to it other than by employees and/or third party engaged by the Contract to perform the obligation imposed on Knibbs Computer Services by this agreement and to ensure that such employees and/or third parties are subject to written contractual obligations concerning the Customer Data which are no less onerous than those imposed on the Customer.

15. PROPRIETARY RIGHTS

- 15.1 The Products are sold subject to the rights of any person whether in respect of any patent, trademark, registered design, copyright, confidential disclosure or otherwise to prevent or restrict sale or use of the Products in any part of the world and the Customer will in this respect accept such title to the Products Knibbs Computer Services may have.
- 15.2 The Customer hereby acknowledges their sole responsibility to comply with all terms and conditions of any license attaching to Third Party Software supplied and delivered by Knibbs Computer Services. The Customer hereby acknowledges that failure to comply with such terms and conditions may result in the Customer being refused a software license or having the same revoked by the proprietary owner. The Customer hereby further agrees to indemnify Knibbs Computer Services in respect of all costs, charges or expenses incurred by Knibbs Computer Services as a result of any breach by the Customer of such conditions.

16. GENERAL

- 16.1 Each right or remedy of Knibbs Computer Services under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 16.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 16.3 The Parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any party that is not a party to it.
- 16.4 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.
- 16.5 The Contract and the documents referred to in it constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter of this Contract
- 16.6 Any waiver by Knibbs Computer Services of any breach of, or any default under, any provision of the Contract by the Customer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
- 16.7 These Terms shall be governed by English Law and the parties submit to the exclusive jurisdiction of the English Courts.

I confirm that I am an authorised officer of The Customer and hereby agree to the above terms.

Name

Company

Signature

Date