

1. Definitions

- a) 'Company' means Access Networks Solutions Ltd, registered in England and Wales as Company Number 3985162
- b) 'Customer' means any individual or firm that has purchased, or has offered to purchase Goods or Services from the Company.
- c) 'Goods' means any products or services that the Company has sold or is proposing to sell to the Customer.
- d) 'Agreement' means any transaction or proposed transaction between the Company and the Customer relating to the sale/purchase of Goods.
- e) These terms and conditions shall apply to and be incorporated into every agreement between the Company and the Customer.
- f) These terms and conditions supersede any previous terms and conditions of the Company.
- g) These terms and conditions shall take precedence over any terms and conditions of the Customer and shall not be varied without the written or email consent of the Company.

2. Price

- a) Unless otherwise stated, prices for Goods quoted by the Company are exclusive of value added tax, delivery, and insurance.
- b) The Company shall be entitled to apply additional delivery charges where the Customer requests partial delivery of an order. Where partial delivery is not requested, the Company will wait until all Goods relating to an order are in stock before delivering to the Customer.
- c) Prices quoted are those current at the time of quotation. The Company shall be entitled to alter prices to those current at the time of order, or withdraw the quotation where the Goods can no longer be supplied.
- d) The Company shall be entitled to alter prices to correct errors or omissions.

3. Payment

- a) Payment Terms:
 - i) Standard payment terms are: full payment is due on presentation of the invoice.
 - ii) Where deemed appropriate by the Company, a staged payment plan will be used. All capital costs, including that of software, support plus any other Goods deemed appropriate by the Company are due on presentation or prior to any project commencement. All remaining Goods including services are to be paid 7 days in advance of the delivery date.
- b) Credit accounts are offered subject to procedures set by the Company, which may be altered from time to time
- c) No right of offset exists between credit account orders and non credit account orders.
- d) The Company will not deliver Goods before credit/debit card transactions have been authorised.
- e) The Company will not deliver Goods if it has any evidence or suspicion that a Customer is attempting to commit fraud or any other crime.
- f) The Company will pass on all information it holds to the police and/or other authorities where it has any evidence or suspicion that a Customer is attempting to commit fraud or any other crime.
- g) If, for any reason, full payment has not been received by the Company for Goods that are in the possession of the Customer, it reserves the right to charge interest on the outstanding amount from the date of delivery, on a daily basis, at 3% above the base rate of HSBC Bank.

4. Term. This Agreement will be effective upon the Effective Date. If You have ordered a trial subscription to the Services or a subscription to any free Services, as indicated in an applicable Order or Confirmation (a "Trial/Free Subscription"), then the term of this Agreement will continue for the period of the Trial/Free Subscription indicated in the applicable Order or Confirmation, and will expire unless You place an Order for a non-trial subscription to the Services prior to the completion of the Trial/Free Subscription. If You have ordered a non-trial subscription to the Services, then the term of this Agreement will continue for the initial period stated in the applicable Order or Confirmation for the Services and will thereafter automatically renew for successive additional periods of equal duration. If no initial period is stated in the applicable Order or Confirmation for the Services, this Agreement will continue for an initial period of 12 months and will thereafter automatically renew for successive additional 12 month periods. Unless terminated as described in this Agreement, the term of this Agreement will continue to renew until You notify the company that you wish to cancel the Agreement prior to the end of the then-current period. If the customer terminates a subscription part way through a contract, the customer is responsible to ensure all payments are made up to the end of the subscription contract end date. In all other cases, the term of this Agreement will continue until terminated as described in this Agreement.

5. Subscription. Subject to this Agreement, during the term of this Agreement Software will provide You with a limited subscription to access and use the Services subject to Confirmations under this Agreement, solely for Your own use in connection with your own business purposes. Your rights to access and use the Services are personal, non-exclusive, non-transferable and non-sub-licensable. You understand that software vendors such as Sage, Swiftpage and others we work with may from time to time, in their sole discretion, update, change, revise, suspend or discontinue the Services (or any portion thereof) with or without notice.

6. Delivery

- a) All delivery dates quoted, whether verbally or otherwise are best estimates and are therefore not guaranteed. The Company shall have no liability for any delay in delivery or non-delivery or for any consequential cost or loss whatsoever.
- b) Delivery of Goods to the Customer's address or any other place requested by him shall constitute delivery and the risk passes upon such delivery to the Customer.
- c) Where partial deliveries are made, these terms and conditions shall apply to each partial delivery.

7. Loss or Damage in Transit

- a) The Company will not be responsible for damage or loss of Goods or part thereof in transit or for any discrepancy between the Goods delivered and the Goods ordered unless the Customer gives written or email notice of a claim to the Company within three working days of delivery or expected delivery.
- b) In the event of damage of Goods or part thereof in transit or for any discrepancy between the Goods delivered and the Goods ordered, the Customer must hold the Goods and make them available for inspection or collection by the Company or its representatives or agents on request.

8. Title

a) Even where Goods have been delivered and the Customer is responsible for any loss, destruction of or damage to them, the legal and beneficial ownership of the Goods will remain with the Company until the Company has received payment in full of:

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- i) all amounts payable to the Company in relation to the agreement, and
- ii) all other amounts due from the Customer to the Company in respect of any and all other agreements.
- b) Until the Customer becomes the owner of the Goods in accordance with 6a) above, the Customer shall :-
 - i) hold the Goods on behalf of the Company, who may, at any time and without prior notice, require the Customer to deliver the Goods back to the Company and, if it fails to do so, enter the premises where the Goods are situated with its representatives or agents to repossess the Goods;

ii) not sell, part with possession of, use, or do anything else detrimental to the Company's ownership of the Goods and will ensure that they are kept separate from any other item, properly stored, protected and clearly identifiable as the Company's property, and are insured to their full replacement value against all normal comprehensive risks.

c) After the Company has repossessed any Goods it may sell them and the proceeds of sale will belong to the Company absolutely and the Customer will have no right or interest in those proceeds. If the net proceeds received by the Company are less than the amount payable to it in relation to the agreement, it may recover the balance from the Customer.

d) The Customer will become responsible for any loss, destruction of or damage to any Goods on their delivery.

e) If ownership of the Goods has not passed to the Company, in the event of any loss, destruction of or damage, all insurance proceeds receivable by the Customer in respect of the Goods shall be held in trust by the Customer for the Company in a separate account and first be applied towards discharging any sums payable under the agreement.

f) Even if ownership of the Goods has not passed to the Customer, the Company may recover all sums payable to it in relation to the agreement.

9. Returns and Cancellations

The Customer shall not return any Goods (except in accordance with Condition 8), or cancel any orders without the Company's written or email consent. Such consent may not be given where Goods have been specially purchased by the Company to meet the Customer's requirements, or if the Goods have a sales value of £20 + VAT or less. If the Company at its discretion gives consent, it reserves the right to charge a restocking fee of up to 15% + VAT of the price of the Goods in question, or £15 + VAT, whichever the greater.

10. Guarantee

a) If within six calendar months of being delivered, any defect in the Goods is discovered which is directly due to faulty materials or workmanship, the Company should be promptly notified. The Company will, at its option remedy the defect or damage by replacement or repair, or raise a credit note, as it considers appropriate and within reasonable time. If a credit note is raised, it will first be utilised against any existing indebtedness, then the balance refunded by the same payment method as the original order was placed.

b) The guarantee will be subject to the following conditions :-

i) it will not apply to defect or damage resulting from any alteration or modification of the Goods without the Company's prior written or email consent, incorrect storage, normal wear and tear, misuse, abnormal conditions of use, incorrect installation, maintenance or repair, use which is not in accordance with the manufacturer's instructions, any act or omission of the Customer or any third party or any fault in any other Goods or equipment.

ii) Allegedly defective or damaged Goods must be returned to the Company at the Customer's cost, in original packaging, complete with all related documentation and accessories. Goods must be packaged in the appropriate fashion. Failure to do so may result in the Goods being refused on arrival at our warehouse.

iii) The guarantee will apply to Goods replaced or repaired under the guarantee for the balance of the original guarantee period.

11. Exclusion of Liability

a) The guarantee in condition 8 will be in substitution for all other terms, warranties and conditions, express, or implied, statutory or otherwise in relation to the Goods (except for the Company's title to them) which are hereby excluded to the fullest extent permitted by law.

b) Neither the Company nor its representatives or agents will be liable in contract or in tort (including negligence) nor in any other way for any consequential or indirect loss, liability or damage or for any other claim for consequential compensation whatsoever (including loss of profit, costs, expenses or loss of data) arising howsoever from or in connection with the agreement or any breach or non-performance of any provision of it by the Company or any fault in or the supply, use, presence or resale of the Goods.

c) Excluding the Company's liability arising in condition 8, all warranties or conditions implied by law regarding the Goods and without affecting conditions 9 a) and 9 b), the aggregate liability of the Company whether arising in contract or tort (including

negligence) or otherwise howsoever for any loss, cost, damage, injury or liability (whether consequential or indirect or otherwise) resulting from or in connection with the agreement or any such breach or other matter as is referred to in Condition 9 b) will be limited to an amount equal to the net invoice value of the Goods.

d) Goods sold, in particular software, are subject to our piracy protection policies. Such goods are subject to a 'Break Seal Agreement' whereby if the goods are opened no return is accepted unless it satisfies the terms and conditions in Section 8.

e) In accordance with the above it is the sole responsibility of the Customer to acknowledge and understand any features and purposes for which the goods are intended, and to be satisfied with them prior to opening any software. The 'Break Seal Agreement' assumes that the customer is completely satisfied with the capabilities of the goods, and neither the Company nor its representatives or agents will be liable in contract or in tort (including negligence) nor in any other way for any consequential or indirect loss, liability or damage or for any other claim for consequential compensation whatsoever (including loss of profit, costs, expenses or loss of data) arising howsoever from or in connection with the agreement. Full features lists can be obtained from the software manufacturers.

f) Further to the above, due to the nature and complexity of goods and services provided, neither the Company nor its representatives or agents will be liable in contract or in tort (including negligence) nor in any other way for any consequential or indirect loss, liability or damage or for any other claim for consequential compensation whatsoever (including loss of profit, costs, expenses or loss of data) arising howsoever from or in connection with or resulting from any correspondence or communication between the Company and the Customer and such correspondence and communications are meant for guidance only. It is the sole responsibility of the Customer to understand and be satisfied with any such correspondence or communication.

g) The limitation on any exclusion from liability contained in these Conditions shall be subject to the provisions of section 2(1) of the Unfair Contract Terms Act 1977.

12. Indemnity

The Customer undertakes to the Company that it will immediately indemnify the Company against all proceedings, costs,

fees, expenses, payments, liabilities, losses and damages arising out of the breach or negligent performance by the Customer of any terms of the agreement.

13. Consultancy

- a) All Consultancy or any other services are provided per 'day', unless otherwise stated, which shall constitute seven (7) hours work, charged at our daily rate.
- b) The minimum period of Consultancy or any other services provided is a 'half day' which constitutes three and a half (3.5) hours, charged at our half day rate.
- c) Cancellation charges apply to any Consultancy or any other services that have been booked:
 - i) Same day cancellation notice will incur the full fee.
 - ii) 7 day cancellation notice will incur a 50% payment fee.
 - iii) 14 day cancellation notice will incur 35% payment fee.
- d) Durations for Consultancy or any other services quoted are best estimates only and the following applies:
 - i) If further time is required this will be charged for at our normal daily rate. Where extra time is used past our standard 'day' or 'half day' periods outlined in 11.a and 11.b this will be charged accordingly as deemed appropriate by the Company to the nearest half hour.
 - ii) If proposed work is completed within less time, the additional Consultancy or any other services will be saved to be used for future use, in accordance with 11.b above.

14. Support Contract

- a) Access Networks Direct Support covers 'technical' aspects of the software only where 'technical' is defined by the Company. Guidance or Support for any other aspects including Usability, Customisation, Installation, Integration, Data Conversion/Import/Migration etc will be provided only if deemed within the scope of the support contract by the Company.
- b) Access Networks Direct Support is only offered to personnel certified under our training program. The Company shall be under no obligation to provide support to anyone that does not have the relevant level of training as deemed by the Company.
- b) This contract is purely for remote telephone or remote online support. If a site visit is required for any reason to help resolve a problem then this will be charged at the Company's normal daily rate.
- c) If the Company, or any of its representatives or agents believe that the Customer does not possess an adequate, (as deemed by the company), knowledge of the software or of the subject matter in question, even once certified or trained to any level, the Company, or any of its representatives or agents have the right to refuse support as it will be seen as beyond the scope of the support contract. The Company, its representatives or agents may suggest further training or a consultancy visit, chargeable at the normal daily rate.
- d) Support is usually provided for a 12 month period unless stated otherwise. Renewals must be paid for promptly otherwise support may be refused. In the event of a delayed support payment being made, support will continue, commencing from the end date of the previous support contract.
- e) All bugs (Software design issues) within Sage software (or any other third party software) are not the responsibility of the Company and will charge for time taken to investigate a problem related to a bug issue whether it is documented with Sage PLC, or third party supplier or not.
- f) If the Company has developed and supplied to the Customer an add-on program to Sage software then it is very likely that this program will be very dependent on the version of Sage software being used. For this reason it is part of the software support agreement that all purchases of Sage software be from Access Networks where we will always ensure that we will be cheaper than Sage and to ensure that the existing program we have written for you will work with the new version of Sage. You will be informed if any changes to your program are required to work with the new version of Sage and there may be development costs associated with any re-work required to make the program work with the new version of Sage software.

15. Website Use

The Customer will take all reasonable steps to ensure that its authorised website users do not disclose usernames or security passwords to any third party, whether an employee of the Customer or not. If the Customer becomes aware that there has been disclosure by any of its authorised users, the Customer must inform the Company immediately.

16. Photos and Other Information

- a) All photos, illustrations and other information contained on the website, sales literature and price lists are representative, for guidance only and do not form part of this agreement.
- b) The Customer should check specifications, compatibility, suitability and legality of Goods with manufacturers before ordering if in any way unsure. Any advice or opinion offered by the Company or its representatives or agents should not be relied upon to make a purchasing decision.

17. Trade Marks, Trade Names, Copyrights, Patents and Intellectual Property Rights

- a) The Customer acknowledges that rights in respect of trade marks, trade names, copyrights, patents and other intellectual property rights connected with the Goods do not pass to the Customer.
- b) Goods are not licensed by the Company and may require manufacturer's agreement or license for use or resale in certain markets.
- c) OEM Goods must be sold on to an end user with hardware by the Customer, in accordance with the manufacturers requirements.
- d) Goods must not be altered, sold or used in any way or in any country that was not intended by the manufacturer.

18. Force Majeure

The Company will not be deemed to be in breach of any of its obligations under the agreement or otherwise be liable to the Customer as a result of any delay in performing or any failure to perform any such obligations by reason of any cause or event beyond the Company's control. This includes, but is not limited to breakdown of plant or machinery, strike, industrial dispute, shortage or delay in receiving Goods, war (whether declared or not), terrorism, or Act of God. If any such event continues for more than 28 consecutive days, the Company may terminate the agreement by written or email notice to the Customer without prejudice to the accrued rights of either party.

19. Set Off

The Company shall be entitled but not obliged at any time to set off any sum payable by or any liability of the Customer against any sum payable by or liability of the Company to the Customer. Any exercise by the Company of this right will be without prejudice to its other rights under the contract relating to the supply of the Goods.

20. Subcontracting

The Company reserves the right to sub-contract any part of any work or supply of any Goods or services.

21. Construction and Use

The Company shall not be responsible for adapting or modifying any Goods to conform to statutory requirements not current at the time of order.

22. Termination

The Company shall be entitled by notice in writing or by email to terminate any agreement without prejudice to any claim or right the Company may otherwise make or exercise where:-

- a) The Customer is in breach of any term, condition or provision of this agreement or required by law.
- b) The Customer shall go into liquidation, or if any petition or resolution to wind up the Customer shall be presented, or if a receiver is appointed, or if the Customer shall commit any act of bankruptcy.
- c) **BEFORE TERMINATION OF THIS AGREEMENT THE CUSTOMER SHOULD ENSURE THAT THEY COLLECT THEIR CONTENT, AS THE SOFTWARE PROVIDER (SAGE OR SWIFTPAGE OR ANY-OTHER) MAY DELETE ANY OF YOUR CONTENT HELD BY THEM AT ANY TIME AFTER THE DATE OF TERMINATION OF THIS AGREEMENT.**

