



SILIQ LIMITED

TERMS AND CONDITIONS OF BUSINESS

1 Interpretation

In these Terms:

‘Client’	means the person for whom the Supplier has agreed to provide the Specified Service in accordance with these Terms;
‘Contract’ Specified Service; ‘Document’	means the contract for the provision of the
‘Input Material’	includes, in addition to any document in writing, a map, plan, design, drawing, picture or other image, or any other record of any information in any form;
‘Goods’	means any goods supplied or to be supplied by the Supplier to the Client;
‘Output Material’	means any Documents or other materials, and any data or other information provided by the Supplier relating to the Specified Service;
‘Personal Data’	means, in relation to any Client, or any representative of a Client who is (in either case) a living individual, any data from which (whether alone or in combination with other information held by the Supplier) the Supplier can identify that Client or that representative, regardless of how and when that data is provided;
‘Services’	means any services supplied or to be supplied by the Supplier to the Client;
‘Specification Sheet’	means the proposal or quote provided by the Supplier to the Client ;
‘Specified Service’	means the Goods and/or Services to be provided by the Supplier for the Client and referred to in the Specification Sheet;
‘Supplier’	means Siliq Limited (Company Registration Number 04222586) with its registered office at Central Chambers, 4 Market Place, Ramsbottom, Lancashire, BL0 9HT and its authorised agents, assigns, employees and representatives
‘Supplies’ ‘Suppliers Standard Charges’	means any Goods or Services means the charges shown in the Suppliers brochure or other published literature relating to the Specified Service from time to time
‘Terms’	means the standard terms set out in this document and includes any special terms

‘Writing’

agreed in Writing between the Supplier and the Client and any similar expression, includes facsimile transmission but not electronic mail or other forms of electronic communication

The headings in these Terms are for convenience only and shall not affect their interpretation.

2 Supply of the Specified Service

- 2.1 All orders are accepted by the Supplier subject to and in accordance with these Terms.
- 2.2 These Terms override and exclude any terms and conditions in or referred to in any negotiations or course of dealing between the Supplier and the Client.
- 2.3 Subject to the Client complying with the provisions herein the Supplier shall provide the Specified Service to the Client subject to these Terms.
- 2.4 The Client shall at its own expense supply the Supplier with all necessary Documents or other materials, and all necessary data or other information relating to the Specified Service, within the sufficient time to enable the Supplier to provide the Specified Service in accordance with the Contract.
- 2.5 The Client shall ensure the accuracy of all Input Material.
- 2.6 The Specified Service shall be provided in accordance with the Specification Sheet and otherwise in accordance with the supplier’s current brochure or other published literature relating to the Specified Service from time to time subject to these Terms.
- 2.7 In the event of non-availability of any Supplies ordered by the Client, the Supplier has the right to substitute those Supplies for the closest functional equivalent supplies.
- 2.8 The Supplier may correct any typographical or other errors or omissions in any brochure, promotional literature, proposal or quotation or other document relating to the provision of the Specified Service without any liability to the Client.
- 2.9 The Supplier may at any time without notifying the Client make any changes to the Specified Service which is necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Specified Service.
- 2.10 If, despite the Supplier’s best endeavours, the Supplier considers the (continued) performance of a Service to be un-economical, any of the Supplier’s charges accrued will remain payable in full by the Client.

3 Prices and Payment

- 3.1 Subject to any special terms agreed, the Client shall pay the agreed price and any additional sums which are agreed between the Supplier and the Client for the provision of the Specified Service or which, in the Suppliers sole discretion, are required as a result of the Client’s instructions, lack of or cancellation of instructions, the inaccuracy of any Input Material or any other cause attributable to the Client.
- 3.2 The Supplier may vary the Suppliers Standard Charges from time to time by giving not less than one month’s written notice to the Client.
- 3.3 All charges quoted to the Client for the provision of the Specified Service are exclusive of any Value

- Added Tax, for which the Client shall be additionally liable at the applicable rate.
- 3.4 The Supplier may invoice the Client following delivery of the Specified Service, or at other times agreed with the Client. Where the Client rents Goods or Services from the Supplier, the Supplier shall invoice the Client 30 days prior to the expiry of the preceding rental period.
- 3.5 In the absence of any written agreement to the contrary, the Suppliers Standard Charges and any additional sums payable shall be paid by the Client (together with any applicable Value Added Tax, and without any set-off or other deduction) within 14 days of the date the Supplier's invoice.
- 3.6 If payment is not made on or before the due date the Supplier shall be entitled, without prejudice to any other right or remedy, to:
- 3.6.1 cancel the Contract or suspend any further provision of the Specified Service;
- 3.6.2 charge interest on the outstanding amount (both before and after any judgment) at the rate of 4 % above the base rate of Barclays Bank plc from the due date until the outstanding amount is paid in full;
- 3.6.3 charge any administration fees, such fees to be added to the outstanding payment;
- 3.6.4 withhold or repossess any of the Client's equipment to which it has access.
- 4 Inspection and Delivery
- 4.1 The Supplier will use all reasonable endeavours to deliver Goods and Services by the estimated delivery date given to the Client, if any but in no circumstances shall it be liable to compensate the Client for non-delivery, non-performance or late delivery or performance.
- 4.2 The Supplier shall not be liable for any shortage or defect in the Supplies unless written notice is given to the Supplier within 48 hours of delivery.
- 4.3 The quantity of any consignment of Goods, as recorded by the Supplier upon despatch from the Supplier's place of business, shall be conclusive evidence of the quantity received by the Client in delivery, unless the Client can provide conclusive evidence to the contrary. The Supplier will not be liable for any non-delivery of Goods or non-performance of Services unless written notice is given to the Supplier within 10 days of the date when the Goods should have been delivered or the Services performed in the ordinary course of events. Any liability for delivery shortages or non-performance or for the Goods notified as defective on delivery or Services notified as defective following performance in accordance with this condition will be limited to replacing the Goods or re-performing the Services within a reasonable time or at the Supplier's sole discretion, refunding the price then paid in respect of such Supplies.
- 5 Returns
- 5.1 Goods are returned at the Client's risk and expense and shall be undamaged by the Client and in their original packaging. The Client is responsible for returning Goods to the Supplier and for providing proof of delivery of such return.
- 5.2 Any Goods returned as 'unwanted' or 'incorrectly ordered' may be accepted at the discretion of the Supplier but will be subject to a restocking fee of 20% of the invoice value of the Goods.
- 5.3 Goods that consist of software or are specially personalised, customized, adapted or constructed or contain any of the hazardous substances whose use in electronic or electrical equipment is restricted as described in Directive 2002/95/EC of the European Parliament may not be returned under this Term 5.
- 5.4 The Supplier reserves the right to amend its returns policy at any time.
- 6 Distance selling regulations
- 6.1 If, the Client is buying as a 'consumer', as defined in the European Communities (Protection of Consumers in respect of Contracts made by means of Distance Communications) Regulations 2001, the Client may, provided he or she has taken reasonable care of the Goods, return the Goods within 7 working days (excluding Saturday and Sunday and any Bank Holiday) of their delivery and be repaid the price paid in respect of them.
- 6.2 To return Goods on this basis, the Client must notify the Supplier in writing and return the Goods together with all accessories, consumables, software and literature, in their original packaging, within the 7 day period to the Supplier's designated returns address.
- 6.3 Goods should be returned first class with proof of posting and the Client is responsible for payment of all postage costs.
- 6.4 In respect of certain Goods the Supplier may prefer to arrange collection itself and, if requested, the Client will allow the Supplier to collect the Goods and will assist in the arrangements for the Goods' collection. All reasonable costs of collection will be borne by the Client. The Client is responsible for the care and custody of the Goods pending their return or collection. Following receipt of Goods which comply with this condition, the Supplier will refund to the Client the price paid in respect of the Goods.
- 6.5 Term 6 shall not apply to proprietary software that has been unsealed by the Client.
- 7 Performance and fitness for purpose
- In the absence of any warranty from the Supplier to the contrary, the responsibility for ensuring that the Supplies are sufficient and suitable for a particular purpose is the Client's.
- 8 Risk and ownership
- 8.1 The ownership of the Goods supplied will pass to the Client once the Supplier has received (in cash or cleared funds) all sums due from the Client on any account whatsoever.
- 8.2 Until ownership passes to the Client, the Client must hold the Goods on a fiduciary basis as the Supplier's bailee. If payment is not received in full by the due date, or the Client passes a resolution for winding up or a court shall make an order to that effect, or a receiver or administrator is appointed over any assets or the undertaking of the Client or an execution or distress is levied against the Client, the Supplier shall be entitled, without previous notice, to retake possession of the Goods and for that purpose to enter upon any premises in which those Goods may be situated.
- 9 Conditions of Service
- 9.1 The Client warrants to observe and perform the requirements and reasonable recommendations of the Supplier's insurers.
- 9.2 The Client hereby agrees to indemnify, and keep indemnified, the Supplier for any loss, damage, costs, expenses, or other claims for compensation incurred by the Supplier as a consequence of the Client's failure to observe and perform its obligations in this Term 9.
- 9.3 The Client accepts sole responsibility for the storage, protection and backup of its data (including, without limitation, website content, email content, database content, logs and records) in a manner it deems fit and appropriate before, during and following the provision of the Specified Service. The Supplier accepts no responsibility for any loss or damage caused either to the Client's data or equipment (including any effect such damage may have in respect of any warranty or maintenance contract relating to any such equipment).
- 9.4 The Client acknowledges that software may not be covered by any warranty, with the exception of defective media, and its use may be subject to licence conditions imposed by its owner, publisher or author. The Client authorises the Supplier to act as the Client's agent and authorises the Supplier to

- agree to the licence agreements and Terms and conditions of third party companies (including, but without limitation, suppliers and software companies) on the Client's behalf regardless of whether the Supplier notifies the Client of these licence agreements and/or Terms and conditions. The Client indemnifies the Supplier, its directors and personnel against any action, loss, damages, cost, expenses or other claims arising from the Supplier acting as the Client's agent.
- 9.5 The Client hereby permits the Supplier to enter onto the Client's premises to perform its obligations under the Contract and the Client shall procure that the Supplier receives such co-operation from the Client's employees as the Supplier shall reasonably deem necessary to provide the Specified Service.
- 9.6 The Client shall ensure that the Supplier is provided with a safe and secure working environment while at its premises and the Client shall be responsible for isolating any computers or processors requiring repair or replacement from its network and for making back-up copies of any information on such computers or processors before the Supplier's arrival on site.
- 9.7 After-care, support or training is not included in the price of any Supplies unless otherwise specified in writing.
- 10 Intellectual Property Rights
- 10.1 The Supplies may be subject to intellectual and industrial property rights belonging either to the Supplier or to a third party. No right or licence is granted to the Client, except the right to use the Supplies or re-sell the Goods in the Client's ordinary course of business. The Supplier shall have no liability whatsoever in the event of any claim of infringement of any such rights howsoever arising. In particular, without limiting the above, title in any software program forming all or any part of the Supplies is reserved to the Supplier and/or its suppliers. The Client is responsible for informing itself of the terms of its licence or use and paying any royalty payable.
- 10.2 The Client warrants that any Input Material and its use by the Supplier for the purposes of providing the Specified Service will not infringe the copyright or other rights of any third party, and the Client shall indemnify the Supplier against any loss, damages, cost, expenses or other claims arising from any such infringement.
- 11 Use of Personal Data
The Supplier may process Personal Data for all purposes contemplated in these Terms or arising in the context of the relationship between the Supplier and the Client
12. Warranties
- 12.1 The Supplier warrants to the Client that the Specified Service will be provided using reasonable care and skill. Where the Supplier supplies in connection with the provisions of the Specified Service any Goods (including Output Material) supplied by a third party, the Supplier does not give warranty, guarantee or shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to the Supplier.
- 12.2 The Supplier offers a warranty to the Client for a period of 90 days from the date that the Supplier delivers the Goods or performs the Service.
- 12.3 The Supplier will, without charge to the Client, repair or, at the Supplier's option, replace Goods or, in the case of Services, re-perform Services which are proved to the reasonable satisfaction of the Supplier to be damaged or defective due to faulty materials, workmanship or design. This obligation will not apply:
- 12.3.1 if the defect arises because the Client has altered or repaired such Goods without the written consent of the Supplier;
- 12.3.2 because the Client did not follow the manufacturers' instructions for storage, usage, installation, use or maintenance of the Goods;
- 12.3.3 if the Client has failed to notify the Supplier of any defect in accordance with these Terms, where the defect should have been reasonably apparent on reasonable inspection; or
- 12.3.4 if the Client fails to notify the Supplier of the defect within 12 months (or such other period as the Supplier shall specify at the time of acceptance of the order for the Supplies) of the date of despatch of the Goods or performance of the Services.
- 12.4 Any replacement Supplies made or Goods repaired under this Term 12 may not be identical, may be new, second hand or refurbished, and will be guaranteed on these Terms for any unexpired portion of the period of guarantee given on the original Supplies (if any). Any Goods which are so replaced will belong to the Supplier.
- 12.5 The Supplier's sole obligation and liability, should any Supplies prove damaged or defective in accordance with this Term 12 shall be limited to, at the Supplier's option, the repair or replacement of the relevant Goods or the re-performance of the relevant Services or the refund of the price paid for the relevant Supplies.
- 12.6 The Supplier's warranty to the Client is given on the condition that the warranty is personal to the Client and the address to which the Goods were delivered or the Services were performed. The Supplier may agree to warranty work at any other address subject to the Client settling all and any travelling costs and expenses incurred as a consequence.
- 12.7 The Supplier reserves the right to charge to the Client the Supplier's Standard Charge for exploratory and/or diagnostic work where no fault is discovered.
- 13 Exclusion of Liability
- 13.1 Any advice or recommendation given by an employee or representative of the Supplier which is not confirmed in writing by a director of the Supplier is acted on entirely at the Client's risk and the Supplier shall not be liable for any such advice or recommendation which is not so confirmed.
- 13.2 The Supplier does not exclude its liability to the Client for any matter which it would be illegal for the Company to exclude or to attempt to exclude its liability.
- 13.3 Except where expressly provided for herein, the Supplier will be under no liability to the Client whatsoever (whether in contract, tort, (including negligence), breach of statutory duty, restitution or otherwise) for any injury, death, damage or direct or indirect or consequential loss (all of which terms include, without limitation, pure economic loss, loss of profits, loss of business, loss of use, depletion of goodwill, business interruption, increased purchasing or manufacturing costs, loss of opportunity, loss of contracts and like loss) howsoever caused or arising out of or in connection with:
- 13.3.1 Any of the Supplies, or the manufacture, sale, performance or supply or failure or delay in performance or supply of the Supplies by the Supplier or on part of the Supplier's employees, agents or sub-contractors;
- 13.3.2 Any breach by the Supplier of any of the express or implied Terms of the Contract;
- 13.3.3 Any use made or resale or on-supply of any of the Supplies or any product incorporating any of the Goods or developed using the Supplies;
- 13.3.4 Any acts or omissions of the Supplier at the Client's premises;

- 13.3.5 Any statement made or not made or advice given or not given by or on behalf of the Supplier including as to compliance with legislation or regulation;
- 13.3.6 Any Input Material or instructions supplied by the Client which are incomplete, incorrect inaccurate, illegible, out of sequence or in any wrong form or any other fault of the Client; or
- 13.3.7 Otherwise under the Contract.
- 13.4 Except in respect of death or personal injury caused by the Suppliers negligence, or as expressly provided in these Terms, the Supplier shall not be liable to the Client by reason of any representation (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 loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by negligence of the Supplier, its servants or agents or otherwise) which arise out of or in connection with the provision of Goods or Services (including any delay in delivering or failure to deliver Goods or Services) or their use by the Client, and the entire liability of the Supplier under or in connection with the Contract shall not exceed the amount of the Supplier's charges for the provisions of the Specified Service, except as expressly provided in these Terms and the Supplier hereby excludes to the fullest extent permissible at law all conditions, warranties and stipulations, express (other than those set out in these Terms) or implied, statutory, customary or otherwise which but for such exclusion, would or might subsist in favour of the Client.
- 14 Force Majeure
The Supplier shall not be liable to the Client in any manner or be deemed to be in breach of these Terms because of any delay in performing or any failure to perform any of the Suppliers obligations under the Contract if the delay or failure was due to any cause beyond the Supplier's reasonable control (which shall include, but not be limited to government actions, war, fire, explosion, flood, import or export regulations or embargoes, labour disputes or inability to obtain or a delay in obtaining supplies of goods or labour). The Supplier may, at its option, delay the performance of, or cancel the whole or any part of the Contract
- 15 Termination
- 15.1 In the absence of any lesser period having been agreed between the Supplier and the Client, the Client may terminate the Contract at any time giving not less than one months' written notice to the Supplier and paying all outstanding amounts.
- 15.2 Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits a breach of these Terms and (if capable of remedy) fails to remedy the breach within 30 days after being required by written demand to do so, or if the other

goes into liquidation, becomes bankrupt, has a receiver appointed, makes a composition or voluntary arrangement with its creditors or enters administration, or a moratorium comes into force in respect of the other (within the meaning of Insolvency Act 1986).

16 General

- 16.1 These Terms (together with the terms, if any, set out in the Specification Sheet) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in Writing between the parties. All other Terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- 16.2 The Supplier's failure to enforce at any time or for any period any one or more of the Terms upon which it does business with the Client or any client shall not be a waiver of them or the right at any time subsequently to enforce all applicable Terms and conditions.
- 16.3 A notice required or permitted to be given by either party to the other under these Terms shall be in Writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice.
- 16.4 If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.
- 16.5 The Supplier reserves the right to monitor, intercept or record telephone calls and may monitor or intercept all email or other electronic communications made to its premises for training, security and quality purposes. The Client consents to such monitoring, interception or recording and confirms that he or she has the authority to consent to such matters on behalf of its employees, agents and representatives.
- 16.6 The Supplier reserves the rights to charge the Client for any calls made to the Supplier's free phone numbers or mail sent to the Supplier's free post addresses, plus the Supplier's administration charges where they are not used for sales enquiries.
- 16.7 The Supplier reserves the right to assign its rights and responsibilities under the Contract, either in whole or part, to a third party. The Client may not assign its rights or responsibilities under the Contract, either in whole or part, without the expressed written consent of the Supplier.
- 16.8 By instructing, or continuing to instruct the Supplier, or by signing and returning the Specification Sheet the Client is deemed to have accepted these Terms and conditions.

These conditions supersede all previous issues

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