

CONCURRENT SYSTEMS INCORPORATED LIMITED
TERMS AND CONDITIONS OF SALE

GENERAL

1. In these conditions "the Company" shall mean Concurrent Systems Inc Ltd. "The Customer" shall mean the person, firm or company to whom the Company agrees to sell goods. "The goods" shall mean the goods, which the Company agrees to sell to the Customer.

2. All contracts for the sale of goods by the Company are made subject to the following terms and conditions and all other terms, conditions, warranties, and representations expressed or implied statutory or otherwise are excluded.

3. Any alteration to these conditions shall be binding only when agreed in writing by a duly authorized representative of the Company. All references to writing by the Company shall be construed as writing signed by such a representative.

4. No person is authorized to make binding oral representations of or concerning the goods or their delivery on behalf of the Company and the Customer shall not be entitled to rely on such representations in agreeing to purchase the goods. No such representations shall give rise to any liability on the Company or entitle the Customer to any remedy whether for misrepresentation or otherwise unless they shall be incorporated into the contract in writing by a duly authorized representative of the Company.

5. The contract between the Company and the Customer will come into existence and be binding on the parties on the happening of:

- (i) The Company's acceptance of the Customer's order or
- (ii) the dispatch of goods by the Company

6. The Customer will not be entitled to return goods without the Company's express consent in writing. After the contract has come into existence the Customer shall not be entitled to cancel the order without the consent of the Company in writing in which case the Customer shall indemnify the Company against all loss costs (including the cost of all labour and materials used and overheads incurred) damages, charges and expenses arising out of the order and the cancellation thereof.

PRICE AND PAYMENT

7. The price quoted does not include the price of delivery unless otherwise stated in writing. The Company shall be entitled to increase the price to cover any extra expense incurred by the Company because of suspension of work through the Customer's instructions or lack of instructions.

8. Payment shall be made within 30 days of the date of invoice unless otherwise stated in writing by the Company and time of payment shall be of the essence. In the event that payment is not made when due

- (i) the Company shall be entitled to interest from the date of the invoice to the date of payment at the rate of 4% over the base rate from time to time of National Westminster Bank plc
- (ii) the Company shall (without prejudice to any other remedy) be entitled to cancel any uncompleted order to suspend delivery.

9. If in the Company's judgement the Customer's financial positions is such that the Customer is unlikely to be able to make any payments to the Company when such payments are due the Company shall be entitled to cancel any uncompleted order or to suspend delivery at the Company's sole discretion by giving reasonable notice to the Customer of its intention to do so.

10. No deduction whatsoever shall be made by the Customer from any payment due to the Company in respect of any alleged counterclaim or any set off howsoever arising, unless the validity and the amount thereof have been agreed by the Company in writing or a judgement for the amount has been obtained by the Customer against the Company.

DISPATCH DATES

11. Any dates and times quoted for dispatch are given in good faith but are estimates only. The Company will make every reasonable endeavor to deliver the goods in accordance with any such estimate. However time for delivery shall not be and shall not become of the essence of the contract. Accordingly the Company shall not be liable in any manner whatsoever for failure to dispatch the goods within the time quoted or any delay in delivery. Under no circumstances will the Company be liable for any direct or indirect or consequential loss suffered by the Customer as a result of delay in delivery or non-delivery of goods.

12. The Company shall be entitled to make partial deliveries or deliveries by installments unless otherwise stated in writing. In such cases each and every installment shall be paid for on the due date and such payment shall be a condition precedent to further deliveries.

CARRIAGE DELIVERY AND RISK

13. The risk in the goods shall pass to the Customer when the goods are handed by the Company to a carrier (whether the carrier is instructed by the Company or by the Customer) or to the Customer or the Customer's agent. Accordingly the Customer should insure the goods thereafter

14. The Customer shall examine the goods as soon as they are received and notify the Company of any alleged damage or shortage within two working days. The Customer shall retain the packing for inspection by the Company. If the Customer fails to notify such claims and to retain the packing the Company shall not be liable for claims for damage and/or shortage.

15. The Customer shall notify the Company within three working days of the date of invoice in the event that the goods are not received within such period. If the Customer fails to do so the Company shall not be liable for the loss of the goods.

RETENTION OF TITLE

16. Ownership of the goods shall remain with the Company (which reserves the right to dispose of them) until payment in full for all goods sold under this contract and all other contracts between the Customer and the Company has been received by the Company.

17. Until the goods have been paid for the Customer shall store the goods in such a way that they can be readily identified as the Company's goods.

18. Until the goods have been paid for if any of the following events shall occur the Company may (without prejudice to any of its other rights) recover or resell the goods, or any of them and the Customer hereby irrevocably grants the Company license to enter upon the Customer's premises by its servants or its agents for those purposes:

- (i) if payment for any goods is not made when due either in whole or in part
- (ii) if a receiver is appointed over any of the assets or the undertaking of the Customer
- (iii) if the Customer goes into voluntary liquidation (otherwise than for the purpose of re-construction or amalgamation) or causes a meeting of or makes an arrangement or composition with creditors or commits any act which might lead to a bankruptcy order or allows execution to be levied against the Customer's goods.
- (iv) if a winding up order is made against the Customer

WARRANTY

19. It is the intention of the Company that the Customer should have the benefit of any warranty given by the supplier of the goods to the Company and to this end the Company assigns such benefit to the extent that it is able to do so to the Customer.

20. However the Company as a distributor of hardware shall not be liable to the Customer for any defect in the H/W or for any failure of the H/W to fulfil any particular purpose, except to the extent that the Company is entitled to be indemnified against such liability by the Company's own supplier or where the defect or failure is caused by the negligence of the Company. Moreover as a distributor the Company cannot pass to the Customer better rights to sell or use the goods than have been passed to the Company by the Company's own supplier. Accordingly the Company shall not be liable to the Customer in the event that the sale or the use of the H/W infringes the patent, copyright, design, trademark or other industrial or intellectual property rights of any other person except to the extent that the Company is entitled to be indemnified, against such liability by the Company's own supplier. In all cases, save where negligence on the part of the Company has caused death or personal injury, the Company's liability shall in any event be restricted to replacing the H/W, repairing the H/W, or issuing credit for some or all of the H/W at its option. In no circumstances shall the Company be further liable for any direct or indirect or consequential loss or damage of whatsoever kind and howsoever caused suffered by the Customer or others.

21. The Company warrants that its software products designated by the Company for use with a hardware product, when properly installed on that hardware product, will not fail to execute their programming instruction due to defects in materials and workmanship. If the Company receives notice of such defects during the warranty period, the Company shall replace software media which do not execute their programming instructions due to such defects. The Company does not warrant that the operation of the software shall be uninterrupted or error free. If the Company is unable, within a reasonable time, to repair or replace any product to a condition as warranted, the Customer shall be entitled to a refund of the purchase price upon return of the product to the Company.

22. The Company shall not be liable for any claim by the Customer in respect of any defect or failure unless:

- (i) the claim is notified within two working days of receipt by the Customer of the goods
- (ii) the packing is retained by the Customer and if the goods are returned with the consent of the Company such packing is used and the goods are safely and securely packed.

23. It shall be the Customer's responsibility to ensure that the goods are safe when used. Accordingly whilst the Company accepts liability for death or personal injury caused by the Company's own negligence the Customer shall nevertheless indemnify the Company against such liability to any third party arising out of the performance or non-performance of the contract for sale or the use of goods.

24. The Company sells goods in many different places and to many different types of purchaser. It cannot be sure that the goods are suitable for the purpose which each such purchaser intends. Accordingly the Customer agrees that it shall be responsible for satisfying itself that the goods are suitable for the purpose intended and the Company shall be under no liability in the event that the goods are not suitable.

25. On-site warranty and the installation services are provided at the initial installation point. If products eligible for on-site warranty and installation services are moved from the initial installation point, the warranty shall remain in effect only if the Customer purchases additional inspection or installation services at the new site.

LIMITS

26. The forgoing warranty shall not apply to defects arising from:

- (i) Improper or inadequate maintenance by the Customer
- (ii) Customer-supplied software or interfacing
- (iii) Unauthorized modification or misuse
- (iv) Operation outside the environmental specification for the product
- (v) Improper preparation and maintenance of site

CONTINGENCIES

27. The Company shall not be responsible for non performance in whole or in part of its obligations nor under any liability to the Customer in respect thereof if such non-performance is due to acts of God, war, insurrection, Government regulations, embargoes, strikes, labour disputes, illness, flood, fire, tempest or any other cause beyond control of the Company.

ASSIGNMENT

28. The Company shall be entitled to partly assign or sub-contract the performance of the contract either wholly or partly but except for this the contract is between the Customer and the Company as principles and may not be assigned by the Customer without the Company's consent in writing.

TECHNICAL CHANGES

29. The Company shall have the right to make changes in design or specifications of the products mentioned here-in at any time, provided that no such change shall adversely affect the performance of the said products.

OTHER

30. Where any notice is to be given under these conditions it shall not be deemed to have been given until it has been received.

31. These conditions and the contract to which they relate shall in all respects be construed and operated in accordance with the English Law.