BRILLIANCE. TOGETHER.

OCF LIMITED

TERMS OF SALE/SERVICING – QF7.2C

The following standard terms and conditions apply to every agreement entered into by OCF Limited ("OCF") for the sale of Equipment and the provision of Services.

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1. DEFINITIONS

In these Conditions:

1.1 the following words have the following meanings:

- "Commencement Date" the date stipulated in the Quotation or the Order Acknowledgement;
- "Conditions" the terms and conditions for the sale of Equipment and the provision of the Services, as set out in this document, together with any special terms and conditions agreed in writing by the Customer as set out in the Quotation or the Order Acknowledgement;
- "Contract" the contract for the sale of the Equipment and the provision of the Services entered into between the Customer and OCF, as set out in the Quotation or the Order Acknowledgement, subject in either case to the Conditions;
- "Customer" the Person who purchases (or agrees to purchase) the Equipment and accepts (or agrees to accept) performance of the Services from OCF as specified in the Quotation or the Order Acknowledgement;
- "Equipment" the computer hardware, computer software, and/or ancillary products specified in the Quotation or the Order Acknowledgement to be sold by OCF to the Customer (including any instalment of the Equipment or any part of it);
- "Order" the order placed by the Customer with OCF for the supply of the Equipment and the provision of Services;
- "Order Acknowledgement" the acknowledgement of the Order submitted by OCF to the Customer;
- "Person" any individual, partnership, firm, body corporate, government department, local authority, unincorporated association or educational institution;
- "Price" the monies payable by the Customer to OCF in return for the provision of the Equipment and the Services pursuant to the Contract, as set out in the Quotation or the Order Acknowledgement;
- "Quotation" the quotation submitted by OCF to the Customer for the supply of the Equipment and the Services;

- "Service Address" the address at which the Services are to be performed and to which the Equipment is to be delivered, as set out in the Quotation or the Order Acknowledgement; "Service Period" the period of time from the Commencement Date during which the Services will be provided, as set out in the Quotation or the Order Acknowledgement; "Services" the configuration and installation of the Equipment, and the provision of Support Services;
- "Support Service Provider" the Person specified in the quotation or the Order Acknowledgement as being responsible for providing the Support Services;
- "Support Services" the designated support and maintenance services provided by the Support Service Provider in relation to the Equipment during the Service Period.

1.2 the singular includes the plural and vice versa, and words importing one gender include all genders;

1.3 headings are for ease of reference only.

2. GENERAL

2.1 All Quotations are made, and all Orders are accepted, subject to these Conditions.

2.2 Only these Conditions shall apply to the Contract, and shall override any other terms, conditions or warranties which the Customer may seek to impose. Acceptance of the Equipment and/or the provision of the Services by or on behalf of the Customer shall be conclusive evidence that these Conditions are accepted by the Customer and that they apply to the Contract. If the Customer does not accept these Conditions (or any part of them), it must return the Equipment immediately following delivery. These Conditions supersede any previous terms and conditions, which may have regulated dealings between OCF and the Customer.

2.3 Any variation to these Conditions shall not apply unless agreed in writing by an authorised representative of OCF. A director of OCF will notify the names of those authorised representatives to the Customer from time to time.

3. BASIS OF SALE

3.1 No Contract shall have been formed until the Quotation has been signed by or on behalf of the Customer, or OCF has accepted the Order (which can be confirmed orally, but which will not be deemed to have been accepted until OCF has submitted the Order Acknowledgement to the Customer).

3.2 The Quotation is available for acceptance for a maximum period of 30 days from the date when given and may be withdrawn by OCF within such time at any time by oral or written notice.

3.3 Once a Quotation has been accepted by the Customer, or an Order has been accepted by OCF, it may not be cancelled by the Customer except with the written agreement of OCF and on terms that the Customer shall indemnify OCF in full against all loss including, but not limited to loss of profit, costs (including the cost of labour and materials used), damages or other expenses incurred by OCF as a result of such cancellation.

3.4 Once rejected by the Customer a Quotation will not be capable of being subsequently accepted by the Customer unless agreed in writing with OCF or unless reissued by it.

3.5 Any advice or recommendation given by OCF or its employees or agents to the Customer or its employees or agents as to the Equipment or the Services which is not confirmed in writing by OCF is followed or acted upon entirely at the Customer's own risk, and accordingly OCF shall not be liable for any such advice or recommendation which is not so confirmed. The Customer confirms to OCF that it has not relied on, nor been induced to enter into the Contract by, any representation not recorded in the Conditions.

3.6 The Customer shall be responsible for ensuring the accuracy of the terms of the Order, and shall give OCF all information necessary to enable OCF to proceed with the Contract. Any failure so to do will allow OCF to charge the Customer an additional price for any delay or additional work necessary, or to terminate the Contract immediately.

3.7 The quantity, quality and description of and any specifications for the Equipment shall be those set out in the Quotation (if accepted by the Customer) or the Order (if accepted by OCF on the Order Acknowledgement).

3.8 OCF reserves the right to make any changes in the specification of the Equipment, which do not materially affect the quality or performance of the Equipment.

4. THE PRICE

4.1 OCF reserves the right, at its option, to require payment of the Price in full or in part, or the payment of a non-refundable deposit, prior to despatch of the Equipment, and reserves the right to withhold delivery of the Equipment or any part of them until such payment is received.

4.2 OCF reserves the right, by giving notice in writing to the Customer at any time prior to completion of the Contract, to increase the Price to reflect any increase in the cost to OCF in executing the Contract due to any factor beyond the control of OCF (including, without limitation, any increase in the cost of labour, raw materials or overheads, currency fluctuations, any change in delivery dates, quantities or specifications for the Equipment arising as a result of any error or omission or changes deemed necessary by the Customer, or any delay or interruption in the Contract not attributable to OCF).

4.3 All Prices are exclusive of VAT and similar taxes, which the Customer shall be additionally liable to pay to OCF upon presentation of a suitable invoice from OCF.

4.4 Unless otherwise agreed in writing the Price is exclusive of packing.

5. PAYMENT

5.1 Payment of the Price (and VAT) shall be due within 30 days from the date of OCF's invoice (notwithstanding that delivery may not have taken place, and the title in the Equipment has not passed to the Customer). Without prejudice to Condition

4.1 OCF shall be entitled to render an invoice upon delivery of the Equipment. The time of payment of the Price shall be of the essence of the Contract. Payment may be made in Sterling (unless specified otherwise in the Quotation or the Order Acknowledgement).

5.2 Interest on overdue invoices shall accrue from the date when payment became due from day to day until the date of payment at a rate of 8% per annum and shall accrue at such a rate both before and after judgment. The Customer agrees to reimburse to OCF all

costs and expenses (including legal costs on a full indemnity basis) incurred in the collection of any overdue account. If the Customer fails to make any payment due to OCF on the due date, then without prejudice to any other right or remedy available to it, OCF shall been titled to cancel the Contract so far as any Equipment remain to be delivered or Services performed under it, or suspend any further delivery of Equipment or performance of any Service.

5.3 No right of set off shall exist in respect of any claims by the Customer against OCF unless and until such claims are accepted in full by OCF in writing and the Customer shall not be entitled to withhold all or any part of any sum which has become due for payment under the Contract.

5.4 If the Equipment is to be delivered in instalments, then notwithstanding the provisions of Condition 5.1 OCF reserves the right to invoice the Customer on the delivery of each instalment separately, and the Customer shall pay such invoices in accordance with these Conditions. If the Customer fails to pay any instalment of the Price when due, then (without prejudice to any other right or remedy of OCF), the whole of the Price for each remaining instalment of Equipment shall become immediately due and payable (irrespective of the non-delivery).

6. DELIVERY

6.1 Delivery shall mean delivery of the Equipment to the Customer at the Service Address.

6.2 Non-delivery of the Equipment must be notified to OCF within four working days of the invoice date. Failure to do so shall preclude the Customer from any rights or remedies against OCF for such non-delivery. If OCF fails to deliver the Equipment for any reason other than any cause beyond OCF's reasonable control or the Customer's fault, and OCF is accordingly liable to the Customer, OCF's liability shall be limited to the excess (if any) of the cost to the Customer (in the cheapest available market) of similar goods to replace those not delivered over the Price of the Equipment.

6.3 The Customer (or the Person to whom the Equipment has been delivered by OCF on behalf of the Customer, if applicable) is required to acknowledge receipt of all Equipment by signing the delivery note supplied by OCF or its agents, at the time of delivery. The

Customer (or its agent) is responsible for checking that the Equipment actually delivered corresponds with the Equipment specified on the delivery note. Signature of the delivery note by the Customer (or its agents, or the Person to whom the Equipment has been delivered by OCF on behalf of the Customer) shall be deemed to be conclusive proof that the Equipment was delivered in accordance with the delivery note, and the Customer shall be bound to pay the Price as if the Equipment had been delivered in accordance with the Contract.

6.4 If the Customer shall fail to accept delivery of the Equipment as and when proffered by OCF, then OCF shall be deemed to have tendered and the Customer to have refused delivery at that date.

6.5 If the Customer fails or refuses to take delivery of the Equipment on the due date or fails to give OCF adequate instructions for delivery at the time stated, then it shall be liable to OCF for any loss or costs arising from such failure or refusal and for a reasonable charge by OCF for the care, custody, storage and insurance of the Equipment until actual delivery. OCF may also sell the Equipment at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the Price or charge the Customer for any shortfall below the Price. This provision shall be in addition to and not in substitution of any other payment or damages for which the Customer may become liable in respect of its failure to take delivery at the appropriate time.

6.6 Whilst OCF shall use all reasonable endeavours to deliver the Equipment on the due date, those dates are approximate only and OCF shall not be liable for any delay in despatch or delivery, or any loss or damage thereby arising, unless the Customer has stipulated inwriting on the Order that the Equipment must be delivered by a certain date, and the reason for the deadline. Time of delivery shall not be the essence, and the Customer shall not be able to cancel the Contract, refuse delivery of the Equipment or withhold payment on account of any delay howsoever caused.

6.7 OCF's agents shall be responsible for the unloading of the Equipment from the transport. Once the Equipment has been unloaded, the Customer shall be responsible for moving the Equipment to the correct desired location within the Customer's premises, and for installing

the Equipment at that location, unless the Customer has contracted OCF (or one if its agents) to undertake the installation in the Quotation or Order Acknowledgement.

6.8 OCF reserves the right to deliver the Equipment in instalments and each such instalment shall constitute a separate Contract. Failure by OCF to deliver any one or more of the instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.

7. RISK

7.1 The risk of damage to or loss of the Equipment shall pass to the Customer at the time of delivery to the address for delivery stated in the Quotation or in the Order Acknowledgement or, if the Customer wrongfully fails to take delivery of the Equipment, the time when OCF has tendered delivery of the Equipment.

7.2 Any claim by the Customer which is based on the quality or condition of the Equipment or its failure to correspond with the Quotation or the Order Acknowledgement shall (whether or not delivery is refused by the Customer) be notified to OCF within four days from the delivery date or (where the defect was not apparent on reasonable inspection) within a reasonable time after discovery of the failure to correspond with the Quotation or the Order Acknowledgement. Any claim by the Customer that the incorrect quantity of Equipment was delivered is governed by Condition 6.3. If delivery is not refused, and OCF is not so notified within the time limit, the Customer shall not be entitled to reject the Equipment and OCF shall have no liability for such defect or failure, and the Customer shall be bound to pay the price as if the Equipment had been delivered in accordance with the Contract.

7.3 Unless Condition 7.2 is strictly observed, OCF shall be under no liability whatsoever in respect of any loss or damage in transit (or non-delivery) of the whole or any part of the Equipment.

8. TITLE

8.1 Title in the Equipment or any part of it or in any Product of OCF (whether delivered under this Contract or otherwise) shall not pass to the Customer until the Customer shall have paid in full all monies owing under this Contract or any other contract extant with OCF. The

Customer shall keep all Equipment properly stored and protected and separate from the goods of third parties in such a way that the Equipment can clearly be recognised as the property of OCF.

8.2 If the Customer is or becomes insolvent, or makes or proposes to make any arrangement or composition with its creditors, or has any receiver, administrative receiver or manager appointed in respect of any of its assets, or if any other steps are taken for the winding up of the Customer, or if the Customer shall be in breach of any of the terms of this Contract, then all monies owed by the Customer to OCF, whether under this Contract or otherwise, shall become immediately due and payable and the Customer grants to OCF, or its agents, an irrevocable licence to enter upon the Customer's premises without notice to recover and/or resell such Equipment as OCF may deem necessary to recover all sums owing to it by the Customer, together with any reasonable costs of OCF so incurred. If the Equipment is not situated at the Customer's premises, but at the premises of a third party with whom the Customer has contracted, then the Customer shall procure that OCF (or its agents) is granted rights of access to that third party's premises, and shall be permitted to remove the Equipment from those premises. To facilitate this right, the Customer (by entering into the Contract) irrevocably authorises OCF (or its agents) to act as its attorney when dealing with any such third party. This right shall continue to subsist notwithstanding the termination of the Contract through the happening of any of the events specified in these Conditions or otherwise and without prejudice to any accrued rights of OCF under the Contract.

8.3 The Customer shall keep the Equipment in good condition and shall maintain full insurance in respect thereof on OCF's behalf in an amount which is not less than the price payable to OCF for the Equipment, and all proceeds of such insurance shall be held on trust for OCF.

8.4 If Condition 8.1 is held to be invalid to reserve OCF's title to Equipment delivered under this Contract by reason of the reservation of title until all Equipment delivered to the Customer by OCF have been paid for, then nevertheless ownership of

the Equipment delivered under this Contract shall remain with OCF until that Equipment itself has been paid for.

8.5 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Equipment, which remains the property of OCF, but if the Customer does so, all monies owing by the Customer to OCF shall (without prejudice to any other right or remedy of OCF) become immediately due and payable.

8.6 OCF shall have a full lien over all products or goods of the Customer which may be on OCF's premises until such time as the Customer shall make payment in full under the Contract and OCF shall be at full right and liberty to sell or otherwise dispose of products or goods of the Customer if the Customer shall default in payment or otherwise be in breach of Contract.

8.7 Until title to the Equipment has passed to the Customer, the Customer shall only be entitled to possession of the Equipment on these Conditions and shall hold the Equipment in a fiduciary capacity as bailee, and any Equipment may be detached and removed from the Customer's premises by OCF in the event of exercise by OCF's rights under Condition 8.2.

8.8 Notwithstanding the provisions of Conditions 8.1 to 8.6, OCF may bring an action for the Price at any time after the Price has become payable under these Conditions.

9. GUARANTEES

Any components, parts or products not of OCF's own manufacture sold by OCF, are not guaranteed by OCF, but carry the maker's guarantee only.

10. SUPPORT SERVICES AND MAINTENANCE SERVICES

10.1 The Support Services are provided by the Support Service Provider on and subject to the Support Service Provider's own terms of trading, a copy of which has been supplied to the Customer with the Quotation or prior to acceptance of the Order.

10.2 OCF's employees or agents shall pre-build and test Equipment, where deemed necessary by OCF, prior to delivery to the Service Address.

10.3 The Support Services shall be performed at the Service Address. The Customer shall give every reasonable facility to OCF's employees or agents, and the Support Service Provider's employees or agents to enable them to provide the Services and, in particular, shall allow entry to the Service Address and access to the Equipment without hindrance.

11. WARRANTIES AND LIABILITY

11.1 OCF warrants to the Customer that:

11.1.1 new Equipment will be of satisfactory quality for such period of time as is stipulated in the warranty given by the manufacturer of that Equipment to OCF.

11.1.2 any Equipment, which is sold by OCF ex-demo or ex-stock, will be of satisfactory quality for the period of three months from the date of delivery of that Equipment to the Customer (unless otherwise stated).

11.1.3 the Services will be provided with reasonable skill and care.

11.2 If, during the periods specified in Condition 11.1, the Customer perceives that any of the Equipment is not of satisfactory quality, then it must notify OCF in writing of the alleged defect within a reasonable time after discovery of such defect (and in any event no later than 14 days from the date of such alleged defect being discovered). The notification must specify in reasonable detail the alleged defect. OCF shall then be afforded all facilities to test the alleged defective Equipment, and shall (if it deems necessary) visit the Customer, to verify if the alleged defect is genuine, in accordance with OCF's complaints procedures (as notified to the Customer from time to time). If after such testing and further verification as OCF deems reasonably necessary, OCF agrees that the Equipment is defective, it shall (at its sole discretion) replace the defective Equipment at its own expense within a reasonable time, or shall refund to the Customer such element of the price as related to the defective Equipment in question. If the Customer does not accept OCF's judgment in respect of whether the Equipment is defective, the matter shall be referred to the manufacturer of the Equipment in question (acting as expert and not arbitrator), whose decision (after taking such steps to investigate the alleged defect as it may deem necessary) as to the existence of any such alleged defect, shall be final and binding on the parties.

11.3 If, within the period of three months from the date of performance of any Service, it is either admitted by OCF, or proved, that the Service has been performed unsatisfactorily, or in a substandard manner, then OCF shall (or shall procure) that any such defective or substandard Service is re-performed to the requisite standard free of charge. The Customer must notify OCF in writing of any perceived complaint in the quality of the Services as soon as reasonably practicable after becoming aware of the same (and in any event no later than 14 days from the date of such alleged failure in Service becoming apparent). The notification must specify in reasonable detail the alleged defect.

11.4 Time of notification of any complaint pursuant to Conditions 11.2 and 11.3 is of the essence.

11.5 Before the warranties given under Conditions 11.1 to 11.3 (inclusive) become effective, each of the following Conditions must have been satisfied:

11.5.1 all monies due under the Contract to OCF must have been paid in accordance with the terms of the Contract;

11.5.2 the Customer's claim is not attributable to fair wear and tear, or any fault or damage arising from inappropriate use or treatment of the Equipment;

11.5.3 the Equipment must not have been repaired or serviced by anyone other than a Person employed (at the time of repair or service) by OCF, or by the Support Service Provider (as applicable).

11.6 The Customer agrees with OCF that if the Customer shall suffer loss or damage as a result of any breach of any of the terms of the Contract by OCF, or as a result of the negligence of OCF, then the liability of OCF in respect of such loss or damage shall be limited to the smallest of the following:-

11.6.1 the actual amount of any loss or damage suffered by the Customer;

11.6.2 a sum which is equal to the Price;

11.6.3 the sum of £5,000,000.

This limitation shall continue to subsist indefinitely.

11.7 The foregoing states the entire liability of OCF, whether in contract or tort, for defects in the Equipment and/or the performance of the Services, other than liabilities referred to in Condition 12.

11.8 The express terms set out above are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law. Without prejudice to the generality of the foregoing, in no circumstances shall OCF be liable for any loss of profit, business, contracts, revenues or anticipated savings or for any special, indirect or consequential damage of any nature whatsoever save as provided in Condition 11.

11.9 The Customer agrees and accepts that with regard to the limitations of liability set out in Conditions 11.1 to 11.8 (inclusive) then such limitations are perfectly fair and reasonable having regard (amongst other things) to the following circumstances:

11.9.1 that the potential losses which could or might be caused as a result of the breach or negligence as referred to in Conditions 11.1 to 11.8 inclusive are greatly in excess and wholly disproportionate to the amount which is being charged by OCF in respect of the Equipment;

11.9.2 that OCF has no information or knowledge as to the value of any contracts to be entered into by the Customer which may involve the Equipment in anyway;

11.9.3 that OCF is anxious to keep to as low a level as reasonably possible for the benefit of the Customer, and all OCF's other customers, its charges in respect of the equipment and services provided by it.

11.10 The Customer confirms that it has read and fully understood the terms of Conditions 11.1 to 11.9 (inclusive), and accepts the limitation of liability in this Condition 11.

11.11 The limitations of liability contained in Conditions 11.1 to 11.9 (inclusive) extend and apply not only to OCF, but also to its employees, agents and subcontractors.

12. LIABILITY FOR DEATH OR PERSONAL INJURY

OCF shall indemnify the Customer and keep the Customer fully and effectively indemnified on demand against any injury to or death of any Person or damage to property (as defined in the Consumer Protection Act 1987) caused by any negligent act or omission or wilful misconduct of OCF or its employees or agents or by any defect in the Equipment.

13. TERMINATION

Without prejudice to any other provision of these Conditions and the provision of the Services, OCF shall be entitled to terminate the Contract for the sale of the Equipment and/or suspend all further deliveries of Equipment or provision of the Services without liability on the part of OCF if the Customer:-

13.1 shall commit any material breach of the Contract;

13.2 fails to make payment for the Equipment or Services on the due date for payment;

13.3 makes any voluntary arrangement with creditors or becomes subject to an administration order or (being an individual or a firm) becomes bankrupt or (being a company) goes into liquidation; or

13.4 permits an encumbrancer to take possession, or a receiver to be appointed over any of the property or assets of the Customer.

14. ASSIGNMENT

The Customer shall not assign the Contract or any part of it without the prior written consent of OCF.

15. FORCE MAJEURE

OCF shall not be liable for any delay in performing or failure to perform its obligations under the Contract if such delay or failure results from an act of God, war, strike, lock-out, industrial action, default of suppliers or sub-contractors, fire, flood, drought, tempest or other event beyond its reasonable control. Such delay or failure shall not constitute a breach of the Contract and OCF shall be entitled to a reasonable extension of time for performing its obligations under the Contract in the event of an occurrence as referred to in this Condition.

16. NOTICES

16.1 Any notices required or permitted to be given by either party to the other shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified to the party giving the notice. In proving that a notice has been validly given, it shall be conclusive evidence to prove that delivery was made by hand, or that the envelope containing the notice was properly addressed and posted.

16.2 The Contract shall be governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English Courts in the interpretation of this Contract or the resolution of any dispute arising under its terms.

16.3 CORRESPONDENCE BY E-MAIL

Whilst OCF has taken all reasonable precautions in the scanning of e-mails and attachments prior to leaving OCF's network, OCF cannot accept liability for any direct, special, indirect or consequential loss (including loss of profit, loss of expected future business, damages or expenses payable to a third party) arising from the alteration of the contents of any e-mail or attachment, or as a result of any virus being passed on. It is the Customer's responsibility to take all prudent safeguards in relation to the prevention of corruption of its systems by viruses.

17. SEVERABILITY

These Conditions are separate and severable and enforceable accordingly, and considered reasonable by the Customer, but in the event that any Condition shall be found or held to be void, or illegal, or unenforceable by a court of competent jurisdiction, then that Condition shall be severed from the Contract, and the remainder of the Contract shall continue in full force and effect, and shall not be prejudiced or affected by the unenforceability or illegality of the Condition in question.