



IMAGING TECHNOLOGIES UK LIMITED

CONDITIONS OF SUPPLY

1 INTERPRETATION

1.1 In these conditions:

- “Client” means the person to whom the Quotation is addressed.
- “Conditions” means the Supplier’s terms and conditions of supply set out herein.
- “Contract” means the contract between the Client and the Supplier for the fulfilment of the Order.
- “Copyright” means copyright, design rights and all other intellectual property rights.
- “Document” includes, in addition to a document in writing, any plan, calculations, photograph, tape, disc or other device containing information images or data.
- “Equipment” means the existing equipment of the Client onto or into which the Goods are to be installed (if any)
- “Goods” means the goods and products to be supplied to the Client as set out in the Quotation.



- “Input Material” means any Documents or other information provided by or required to be provided by the Client to the Supplier relating to the Order.
- “Installation Address” means the premises at which the Goods are to be installed as set out in the Quotation.
- “Order” means the Goods and/or Works and/or Training described in the Quotation
- “Output Material” means any Document or other information provided by the Supplier as part of or relating to the Order.
- “Price” means the Price set out in the Quotation for the supply of the Goods and/or Works and/or Training plus any increase in accordance with clause 3 of these Conditions.
- “Quotation” means the Supplier’s quotation to the Client for the supply of Goods and/or Works and/or Training.
- “Sub-contractor” means a sub-contractor (if any) engaged by the Supplier to undertake any part of the Works.
- “Supplier” means Imaging Technologies UK Limited (registered in England under company number 05195573).



“Training” means the Training to be provided by the Supplier to the Client and if appropriate the Client’s staff as described in the Quotation.

“Works” means the installation of the Goods at the Installation Address or the maintenance services described in the Quotation.

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

1.3 In these Conditions words in the singular shall include the plural and vice versa, and words importing the masculine, feminine and neuter gender shall include the other.

2 THE CONTRACT

2.1 The Quotation and these Conditions constitute the entire terms of the Contract. This Contract supersedes any previous agreement or understanding and no purported variation of it shall be binding on the Supplier unless confirmed by the Supplier in writing and signed by a director of the Supplier. All other terms and conditions expressed or implied by statute or otherwise are excluded to the fullest extent permitted by law.

2.2 The Quotation is valid for acceptance by the Client for 30 days only. Upon the Client’s acceptance of the Quotation by returning to the Supplier the signed Order together with any payment required by the Quotation or these Conditions the Contract shall be formed.



2.3 The Contract cannot be cancelled or altered by the Client except with the agreement in writing of the Supplier and on terms that the Client shall indemnify the Supplier in full against all loss (including loss of profits), costs (including the cost of all labour and materials used to date by the Supplier and any of its Sub-Contractors), damages, charges and expenses incurred by the Supplier as a result of cancellation PROVIDED THAT

2.3.1 The Client shall be entitled to cancel the Contract by giving notice in writing to that effect to the Supplier within 7 days of the date of the Order whereupon the Contract shall be cancelled.

2.3.2 The Client shall be entitled to cancel the Contract by giving notice in writing to that effect accompanied with a payment equivalent to 50% of the Purchase Price plus VAT to the Supplier after 7 days but within 28 days of the date of the Order whereupon the Contract shall be cancelled.

The time and method of the Client's notice under this Condition and the amount of any accompanying payment shall be of the essence

2.4 Any waiver by the Supplier of strict compliance of any other terms of the Contract shall not affect the obligations of the Client strictly to comply with all the terms of the Contract at any future time.

2.5 For the avoidance of doubt any descriptions contained in the Supplier's brochures or their advertisement materials do not form part of the Contract which is not a sale by description.



3 PRICE

3.1 The Price is exclusive of VAT and shall be paid in addition at the rate prevailing on the date of the Supplier's VAT invoice.

3.2 The Supplier reserves the right by giving notice to the Client before completion of the Order to increase the Price in the event of

3.2.1 any change requested by the Client in respect of any part of the Order.

3.2.2 any default or delay on the part of the Client in respect of any of its obligations under the Contract including, without limitation providing Input Material and access to the Installation Address and all areas of it required for the proper performance of the Works/delivery of the Training/Goods (as appropriate).

3.2.3 an increase in the costs (as a result, for example, of unforeseen difficulties with the Equipment or access necessary for the proper performance of the Works) of the Supplier, subject in these events, to the Supplier giving the Client notice of increase as soon as practicable after the increased costs become apparent.

3.3 Any discounts, special offers, or other preferential payment terms are subject to the condition precedent of the Client paying the Price in full to the Supplier in accordance with the terms of the Contract

4 TERMS OF PAYMENT

4.1 Subject to any special terms agreed in writing between the Client and the Supplier



- 4.1.1 as to 20% of the Price plus VAT upon acceptance of the Quotation (without which payment a Contract shall not be formed).
- 4.1.2 as to the balance of the Price plus VAT forthwith upon completion of the Order which completion shall be certified by the Supplier and the Client shall not be entitled to dispute completion of the Order and withhold any payment from the Supplier because of the existence of minor defects.
- 4.2 The time for payment of the Price shall be of the essence of the contract.
- 4.3 If the Client fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:
 - 4.3.1 cancel the contract and
 - 4.3.2 charge the Client interest (both before and after any judgment or court order) on the amount unpaid at the rate of 12% per annum calculated daily until payment in full is made.

5 DELIVERY

- 5.1 Delivery of the Goods or any Output Materials which are to be delivered to the Client shall be effected by the arrival of the Goods at the Installation Address.
- 5.2 Any dates quoted for delivery of the Goods or the provision of any part of the Order are approximate only and the Supplier shall not be held liable for any delay in the delivery of the Goods or the Works or the Training however caused. Time for delivery by the Supplier shall not be of the essence.



6 RISK AND PROPERTY

6.1 Risk of damage to or loss of the Goods and Output Materials shall pass to the Client at the time of delivery at the Installation Address.

6.2 Notwithstanding delivery and the passing of risk in the Goods and Output Material, the property in the Goods and Output Material shall not pass to the Client until the Supplier has received payment in full of the Price.

6.3 Until such time as the property in the Goods and Output Material passes to the Client, the Client shall hold the Goods and Output Material as the Supplier's bailee, and shall keep the Goods and Output Material properly stored, protected and insured and identified as the Supplier's property.

6.4 Until such time as the property in the Goods or Output Material passes to the Client, the Supplier shall be entitled at any time to require the Client to deliver up the Goods and Output Materials to the Supplier and, if the Client fails to do so forthwith, the Client hereby authorises the Supplier to enter upon any premises of the Client or any third party where the Goods and Output Material are stored and repossess the Goods and Output Material.

7 RIGHTS IN INPUT MATERIAL AND OUTPUT MATERIAL

7.1 The property and Copyright in any Input Material shall belong to the Client.

7.2 The property and Copyright in any Output Material shall, belong to the Supplier or the manufacturer of the Goods (as appropriate), subject only to the right of the Client to use the Output Material for the purpose of the proper use of the Goods.



7.3 The Supplier hereby grants to the Client the licence to use the Copyright in the Output Material for the purposes of using the Goods.

8 WARRANTIES DUTIES AND LIABILITIES

8.1 The Supplier shall carry out the Works and or the Training (as appropriate) using reasonable care and skill

8.2 The Supplier endeavours to use Goods of high quality but does not give any warranty, guarantee or other term as to the quality, fitness for purpose or otherwise of the Goods save as set out in Conditions 8.14 and 9.

8.3 The Supplier shall not be liable in for any minor blemishes and imperfections in the Goods, which do not affect their performance or operation of the Goods.

8.4 The Client shall ensure that the Supplier and its Sub-contractors have access to all areas of the Installation Address which may be necessary from time to time to deliver Goods or carry out the Works and/or the Training and matters ancillary to them and that all such areas are a clean and safe environment in which to work.

8.5 The Client shall ensure that all parts of the Installation Address to which access is required by the Supplier or its Sub-Contractors is free from furniture and other equipment fixtures and fittings. The Supplier accepts no responsibility for any damage to the Client's furniture, equipment, fixtures and fittings (except the Equipment) which are not removed.

8.6 The Client shall ensure that all parts of the Installation Address to which access is required by the Supplier or its Sub-Contractors is a clean and safe



environment in which to carry out the Works and that all Equipment has been regularly serviced and maintained and is in good working order

8.7 The Client shall provide at all times at the Installation Address without charge to the Supplier or its Sub-Contractors all lighting, water supplies, facilities for storage the Goods and a safe and suitable electrical supply as may be reasonably necessary to enable the Supplier to carry out the Works.

8.8 The Client shall at its own expense supply the Supplier with all necessary Input Material (if any), within sufficient time to enable the Supplier to complete the Works in accordance with the Contract.

8.9 The Client warrants that

8.9.1 all Input Material it provides to the Supplier is comprehensive and accurate in all respects and

8.9.2 all Equipment is in good working order and free from any defects of malfunctions which might prevent hinder or make dangerous the performance of the Works

8.10 The Client shall at its own expense retain duplicate copies of all Input Material and insure against its accidental loss or damage .The Supplier shall have no liability for any loss or damage to any Input Material in its possession, however caused.

8.11 The Supplier may at any time without notifying the Client make any changes to the Order which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Order.



8.12 The Supplier shall have no liability to the Client for any loss or damage whatsoever, where

8.12.1 the Client or any third part carries out or attempts to carry out installation repairs or maintenance to the Goods or the Works or

8.12.2 the Goods are abused or used improperly or not in accordance with the instructions in any Output Material or Training

For the avoidance of doubt any such acts shall make void the Supplier's Guarantee.

8.13 Because the potential claims which the Supplier may incur by reason of the nature of the Order could in some instances be disproportionate to the Price the parties agree it is reasonable for the Supplier to limit its liability.

8.13.1 The Supplier carries product and public liability insurance and the Supplier's liability both in respect of the nature of any claims against the Supplier and as to the quantum thereof is limited to the extent covered by the said policies of insurance. Details of the Supplier's insurance arrangements are available on request.

8.13.2 Except in respect of death or personal injury caused by the Supplier's negligence, or as expressly provided in these Conditions, the Supplier shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied 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, cost, expenses or other claims (whether caused by the negligence of the Supplier, its servants or

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agents or otherwise) which arise out of or in connection with the provision of the Works or the Training or the use of the Goods by the Client, and the entire liability of the Supplier under or in connection with the Contract shall not exceed the Price.

8.14 Upon completion of the Order and payment of the Price in full by the Client in accordance with the terms of the Contract the Supplier shall issue a certificate of guarantee incorporating the terms in Condition 9 ('the Guarantee') to the Client. The Guarantee is

8.14.1 accepted by the Client in place of (and to the exclusion of) all other contractual, tortious, statutory or other rights against the Supplier. and

8.14.2 in addition to any guarantee for the Goods given by the manufacturer of them

9. GUARANTEE

9.1 Subject to the condition precedent of the payment of the Price in full by the Client in accordance with the terms of the Contract the Goods and the Works are guaranteed by the Supplier as set out in this Condition 9.

9.2 Any claim by the Client which is based on any defect in the quality or condition failure to correspond with the Quotation in respect of the Order must be notified in writing to the Supplier within 7 days from the date of completion of the Order.

9.3 If the Client does not give written notification to the Supplier in accordance with clause 9.2, then the Client shall not be entitled to reject the Goods or the Works and the Supplier shall have no liability for such defect or failure and the Client



9.4 Where any valid claim in respect of any of the Goods or the Works, which is based on any defect in them is notified to the Supplier in accordance with these Conditions the Supplier shall be entitled to replace the Goods or Works (or the part in question) free of charge or, at the Suppliers sole discretion, refund to the Client the Price (or a proportionate part of the price), but the Supplier shall have no further liability to the Client.

9.5 The guarantee does not cover accidental damage howsoever caused and the Supplier shall not be held responsible for any damage or defects in the Goods or the Works arising from normal wear and tear, or the Client's failure to arrange regular and proper maintenance of the Goods

6 The Supplier shall have no liability to the Client under the guarantee for any loss or damage whatsoever, where

6.1.2 the Client or any third part carries out or attempts to carry out installation repairs or maintenance to the Goods or the Works or

6.1.3 the Goods are abused or used improperly or not in accordance with the instructions in any Output Material or Training

10 ADDITIONAL SERVICES AND CALL OUT

10.1 The Price is for the items set out in the Order.

10.2 If the Client requests call outs or any additional services from the Supplier additional fees and expenses will be payable.



11 INSOLVENCY OF CLIENT

11.1 This Condition 11 applies if:

11.1.1 the Client makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction): or

11.1.2 the Installation Address is repossessed by a mortgagee, or a receiver is appointed to any property or assets of the Client;

11.1.3 the Supplier reasonably apprehends that any of the events mentioned above is about to occur in relation to the Client and notifies the Client accordingly.

11.2 If this Condition 11 applies then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to cancel the Contract without any liability to the Client, and the Price plus VAT shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.