

## **Security in Motion's Terms and Conditions July 2013**

1. INTERPRETATION In these Conditions: " Authorised Representative" means an employee of Security in Motion who has been authorised by the respective board of Security in Motion and who is acting expressly in that capacity. A list of Authorised Representatives will be provided on request; "Security in Motion" means the relevant company from the Security in Motion products (registered in England under number 6957446) and includes we/us/our; "Security in Motion Procedures" means the procedures of the relevant Security in Motion company relating to returns and warranty for the time being in force (details of which are available upon request) and which form part of these terms; "Conditions" means the standard terms and conditions of sale, licence and supply set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between You and an Authorised Representative; "Contract" means the sale and purchase of P&S; "End User" means any person or body to whom we supply P&S; "MBP" i.e. manufacturer bid pricing, means special pricing which a manufacturer may offer subject to conditions which it requires are fulfilled by any or all of Security in Motion and the End User (You); "Order Confirmation" means a Written confirmation sent by Security in Motion to You to confirm acceptance of Your order and may in relation to the provision of Services be a Delivery Schedule or Project Plan; "P&S" means Product and Services as defined below; "Product" means the computer equipment or other goods or third party software which Security in Motion supplies in accordance with these Conditions; "Services" means the services described in the SoW including without limitation analysis training installation and consultancy which Security in Motion supplies in accordance with these Conditions; "SoW" means the Scope of Works which we will prepare before we provide any Services; "Writing" "Written" includes facsimile or electronic transmission (including email) and comparable means of communication; "You/Your" means the buyer of P&S. The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. THE CONTRACT 2.1 Security in Motion shall sell and You shall purchase P&S in accordance with any order You give which is accepted by Security in Motion subject to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions (including Your own) even if You have contracted or purported to transact on Your terms. 2.2 No variation to these Conditions shall be binding unless agreed in Writing and signed by an Authorised Representative. 2.3 Save in the case of fraud Security in Motion shall not be liable for any advice or representation provided to You before a contract is made unless the advice is in Writing and signed by an Authorised Representative. 2.4 Where there is an error in information provided by Security in Motion we can correct it without any liability on our part and we retain the right to cancel an order in this event. 2.5 The supply of P&S may be subject to external controls e.g. export controls. It is Your responsibility to obtain any necessary consents although Security in Motion will cooperate in this provided You meet any expense. 2.6 You shall comply with the terms of any licensed third party software/hardware.

3. ORDERS AND SPECIFICATIONS 3.1 You may place an order in Writing or using email where available. An order shall be deemed to be accepted by Security in Motion on the earlier of Security in Motion's despatch of an Order Confirmation to You or by Security in Motion commencing fulfilment of the order. All Written communication is recorded and archived. 3.2 Security in Motion may change the specification of P&S where there is no material adverse effect on quality or performance or to comply with applicable safety or other

statutory requirement. 3.3 You are responsible for ensuring that no infringement of a third party's intellectual property rights will result from Security in Motion processing P&S in accordance with specifications/instructions given by You. 3.4 All information Security in Motion provides on Product is based on information from the manufacturer. This is liable to change without notice. Accordingly Product will be supplied with the specifications and information current at the time of supply. Any compliance information is passed on by Security in Motion from the manufacturer without liability.

5. PRICE 5.1 The price of P&S shall be Security in Motion's quoted price (whether provided orally or in Writing) at the time we accept the order. All prices quoted are valid on the day of publication and are subject to change and availability of P&S unless otherwise specified in Writing. 5.2 Except as otherwise agreed in Writing where Security in Motion agrees to arrange delivery of the P&S we will charge You for that delivery. Full details are available on request. 5.3 The price is exclusive of any applicable value added tax, which You shall be additionally liable to pay to Security in Motion. 5.4 Security in Motion reserves the right to charge a minimum order fee.

6. MBP 6.1 In certain circumstances Security in Motion may apply MBP to Product supplied to You provided that: 6.1.1 You obtain and comply with any applicable guidelines of the manufacturer relating to the MBP; and 6.1.2 at the request of either Security in Motion or the manufacturer You submit and provide documentation in relation to any process carried out for the purpose of verifying that the guidelines have been followed. 6.2 In the event that MBP is not granted or is granted but then revoked as a result of a breach by You of clause 6.1 or otherwise, any MBP applied to the Product by Security in Motion will cease to apply and: 6.2.1 the full price of the Product will be charged; and 6.2.2 You will reimburse to Security in Motion (a) the amount of the MBP if the Product has already been paid and (b) any costs imposed on Security in Motion or incurred by Security in Motion including, without limitation, costs relating to compliance and verification under clause 6.1.

7. TERMS OF PAYMENT 7.1 Subject to any agreement in Writing, Security in Motion shall be entitled to invoice You (i) for Product on the earlier of delivery or notification to You that Product is available for collection/delivery; (ii) for Services on completion of the SoW and (iii) immediately for any charges under clauses 5.4, 6.2, 7.6, 8.7, 8.8, 10.1 or 10.2. Invoices may be delivered to You electronically. 7.2 You shall pay the price of P&S in the currency denoted in the invoice within 30 days of the invoice date (unless a shorter time is agreed in Writing) even if property in P&S has not passed to You. Time for payment shall be of the essence. Receipts for payment will not be given unless requested. Security in Motion may at any time demand that You make immediate early payment of invoices if we certify that we have reasonable grounds to doubt Your continued creditworthiness. 7.3 Payment will only be effective once Security in Motion's bank account is irrevocably credited with the amount due. 7.4 If You or any company in Your group (if appropriate) fail to pay on time or breach any other provision of this or any other contract with Security in Motion or if there is default under Condition 13.2 then You shall be deemed to have repudiated each contract and we shall be entitled to exercise our rights under Conditions 9.4 and/or 13.1 and appropriate any payments made by You against any outstanding invoices as we may think fit (notwithstanding any purported appropriation by You). Statutory interest (and costs incurred in collecting debts) will be charged on overdue invoices as provided by statute under the Late Payment of Commercial Debts (Interest) Act 1998 or subsequent legislation. Such interest shall be charged from the date the invoice was due for payment until payment (both before and after any judgement, unless ordered otherwise). Interest will be compounded on the first

day of each calendar month. 7.5 You have no rights to withhold payment by reason of any alleged breach of warranty or other obligation of Security in Motion. In such circumstances Your sole remedy are the provisions set out in Condition 10. You also have no right to set off payments due. 7.6 Security in Motion retain the right to charge a fee where payment is tendered by credit card.

**8. DELIVERY, ACCEPTANCE AND CANCELLATION** 8.1 Product shall be delivered ex works from Security in Motion's shipping point /suppliers unless otherwise agreed in Writing. 8.2 Any dates quoted for delivery are approximate only and Security in Motion shall not be liable for any delays howsoever caused. Subject to 8.3 and unless agreed otherwise in Writing time for delivery shall not be of the essence. Product may be delivered by Security in Motion in advance of the quoted delivery date subject to Written confirmation. 8.3 Subject to agreement Product may be delivered in instalments in which case each delivery shall constitute a separate Contract and any rights which You may obtain in respect of one Contract shall not apply to any other Contract. 8.4 Any discrepancy in shipment quantity must be notified in Writing to Security in Motion within 24 hours of receipt of Product and whenever possible recorded on the proof of delivery paperwork. 8.5 You should refuse to accept damaged Product. Failing this damage must be recorded on the proof of delivery paperwork. Within 24 hours of delivery (or attempted delivery) You must also provide Written notification to us of the damage. 8.6 Acceptance will be deemed to have taken place unless Written notice of rejection is received by Security in Motion within 3 working days of delivery. You waive any right to revoke acceptance thereafter. 8.7 You may not cancel an order for Product except with the prior Written consent of Security in Motion and You must indemnify Security in Motion in relation to all losses resulting from such cancellation. If Security in Motion agrees to a cancellation we may impose a cancellation fee. Security in Motion's agreement to a cancellation will not bind us on any future request for cancellation. 8.8 If You cancel an order for Services prior to their commencement Security in Motion reserves the right to levy a cancellation charge. Where notification is given within the following time periods prior to commencement date as specified in the Order Confirmation the following charges will apply: 8.8.1 100% of price payable where notification within 1 working day; 8.8.2 50% of price payable where notification within 2/5 working days; 8.8.3 25% of price payable where notification within 6/10 working days; 8.8.4 No charge where notification in excess of 10 working days.

**9. RISK AND PROPERTY** 9.1 Risk shall pass to You at the time Product is delivered by Security in Motion in accordance with clause 8.1 above. Security in Motion does not accept any liability for loss or damage caused by a carrier. Once Product is Your responsibility You must keep it fully insured until You own it. You shall on demand produce evidence of this insurance to Security in Motion. Until the full price for Product has been paid You shall hold the policy and proceeds of insurance to the extent of the unpaid price on trust for us. 9.2 The ownership of Product shall not pass to You until we have received in cash or in cleared funds payment in full for the Product or any other products sold or agreed to be sold to You under this or any other Contract (or any group company of which You are part). You have no right to pledge, charge, encumber or otherwise dispose of Product or any interest therein or purport to do so until You own it. 9.3 Until such time as You own Product You shall hold it on behalf of Security in Motion and shall retain possession of it in good order and condition properly stored and protected and identified as Security in Motion's property and shall (in the absence of proof to the contrary) be deemed to deal with it and other like product supplied by Security in Motion on a 'first in first out basis'. 9.4 If there is an event of default under Condition 13.1 then we may Write to You revoking our consent for You to retain possession of, and any

express or implied authority to use or consume any Product which You do not own. We can require You to deliver Product to us (and You shall forthwith do so) failing which we may repossess and in order to do so may enter Your premises or that of any third party where Product is or is thought to be without liability for any resulting damage and against the consequences of which You shall indemnify Security in Motion and we may resell Product.

9.5 No title shall pass in any third party software supplied to You.

**10. RETURNS AND RECTIFICATION** 10.1 Return of Product by You must be in compliance with Security in Motion Procedures and if You fail to comply Security in Motion reserves the right to levy an administration charge (equal to 15% of the Product price subject to a minimum of £20). Failure to comply with the Security in Motion Procedures may also invalidate any warranty and in certain cases may result in Product being destroyed for which You will still be liable to pay. A restocking fee may also be applied. 10.2 No returns will be accepted without a Return Materials Authorisation ('RMA') number which may be issued by Security in Motion at its sole discretion. Returns must be in original manufacturer's shipping cartons complete with all packing materials. All Products for return shall be returned freight prepaid by You in the manner specified in the RMA. You must tell us in Writing what You wish us to do with any ineligible returns within seven days of notification of ineligibility. Otherwise we reserve the right to dispose of the Product and charge You for any costs incurred. We do not accept any responsibility for ineligible returns

**11. WARRANTIES AND LIABILITY** 11.1 In the case of defective Product, Security in Motion shall pass on to You the benefit of any warranty supplied to us by the manufacturer so far as we are able to and provided that You comply with Condition 10. Further Security in Motion warrants that any Services provided to You will be provided using reasonable skill and care and as far as possible in accordance with the SoW. The above warranty excludes all other warranties and/or representations relating to the P&S. 11.2 Security in Motion shall be under no liability (a) in respect of any defect in any P&S supplied arising from any drawing design or requirement or specification supplied by You or any third party (b) for any loss of damage to or disclosure of data either contained in Product returned to Security in Motion or arising from the supply of Services by Security in Motion (and it is Your responsibility to take all adequate backup and confidentiality precautions) (c) in respect of any defect arising from fair wear and tear wilful damage negligence abnormal working conditions or failure to follow instructions given by us or the manufacturer or (d) if the total price for Product has not been paid by the due date for payment. 11.3 Where Security in Motion is providing P&S to You or an End User You are solely responsible for determining Your or the End User's requirements and for ensuring that P&S is satisfactory for the purpose for which it is required and has overall sufficient functionality and compatibility. Where You fail to do this any assessment made by Security in Motion shall be accepted as binding between You and Security in Motion. 11.4 You shall ensure that (a) warranty claims are validly made (b) no Product returned to Security in Motion contains any viruses or defects (c) all warning labels and instructions applicable to Product are not tampered with and/or removed before such Product is sold on or otherwise transferred (d) all serial numbers of Product are recorded and that proper records are kept to enable Product to be traced to any third party and (e) we are allowed reasonable access to such records. 11.5 Save in the case of death or personal injury due to our negligence, the extent of our liability to You for being in breach of contract or tort shall be limited to the amount paid to and retained by us under the Contract and we shall not be liable to You for any indirect consequential or economic loss or damage (whether for loss of profit or otherwise), which arises out of or in connection with the supply of P&S or the use or resale by You of P&S except as expressly provided in these Conditions. 11.6 Without

limiting the generality of the foregoing, in submitting each order You shall be deemed to represent and warrant that You are in the business of dealing in, or manufacturing, assembling or configuring computer hardware, software or related products and that You have sufficient expertise and qualifications to form Your own assessment of the qualities and characteristics of P&S (including without limitation their merchantability fitness for required purpose compatibility with other products compliance with standards and networkability, as appropriate). 11.7 Security in Motion is entitled to treat as conclusive and representation from a person who is or appears to be Your employee representative or agent and in Security in Motion's reasonable opinion has the requisite authority. 11.8 Where any loss is sustained to the property of Security in Motion or its employees subcontractors or agents while on Your or the End User's premises through the negligence or default of You or the End User then You will be wholly liable for any loss incurred.

12. INDEMNITY If You breach any of these conditions and this causes Security in Motion any loss or damage then You shall fully indemnify Security in Motion against the same. It is agreed that such breaches shall include those of clauses 2, 3.6, 6, 10, 11.4 and 14.

13. EVENTS OF DEFAULT 13.1 If an event of default occurs Security in Motion can without prejudice to any other right or remedy available to it send notice to You in Writing to (a) terminate or cancel the Contract and to cancel the licence to use any third party software (b) suspend any further deliveries or provision of P&S (c) suspend any warranty or other support for any P&S we have supplied (d) demand that any sums owed by You are immediately due and payable (e) set off any amounts on any account whatsoever and (f) exercise our rights under Condition 9.4. 13.2 An event of default will take place if (a) You make any voluntary arrangements with Your creditors or become subject to an administration order or (being an individual or firm) become bankrupt or (being a company or partnership) go into any form of liquidation, winding up, dissolution or insolvency procedure (otherwise than for the purposes of amalgamation or reconstruction) or anything analogous to the foregoing occurs in relation to You in any jurisdiction (b) someone takes control of all or part of Your assets (c) You cease or threaten to cease to carry on business (d) Security in Motion reasonably apprehends that any of the events mentioned above is about to occur and notifies You accordingly or (e) Security in Motion becomes entitled to exercise any of our rights under Condition 7.4.

14. CONFIDENTIAL INFORMATION 14.1 All information which comes to the knowledge of either of us concerning the other's respective operations including but not limited to price specific information supplied by Security in Motion to You shall be treated as confidential. It must not be disclosed to any third party without the prior consent in Writing of the party to whom the information relates unless the information was (a) known beforehand (b) becomes publicly available through no breach of confidentiality (c) is received in good faith from a third party who has no obligations of confidence in respect of such information or (d) is required to be disclosed by a court of law or similar body. 14.2 Notwithstanding 14.1 we may make such enquiries and obtain references from or provide information about You to any trade supplier credit reference agency financial institution or to our advisers.

15. GENERAL 15.1 Any notice required or permitted to be given under these Conditions shall be in Writing addressed to the receiving party at its registered office or principal place of business. Any signature given by way of electronic signature shall be deemed by the receiving party to have been given by the signatory at the time represented and to be binding upon that party. 15.2 Neither of us will be liable to the other for any delay or failure under the

contract (apart from Your failure to pay) if the delay or failure was due to force majeure or any cause beyond reasonable control. 15.3 If we waive Your breach of any provision of any Contract that will not be treated as a waiver of any other or subsequent breach of the same or any other provision of that or any other Contract. Security in Motion's rights under these Conditions are in addition to any other rights which Security in Motion may have under the general law or otherwise. If 'You' comprises two or more persons, Your obligations are joint and several. 15.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby. 15.5 None of these terms are enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person/party who is not a party to the Contract. 15.6 These Conditions and all Contracts shall be governed by and construed in accordance with English law SAVE THAT in the case of Product to be delivered by us or You to premises in Scotland these conditions shall be governed by Scottish law. 15.7 Any special terms for P&S to be supplied outside the United Kingdom shall be specified in the Order Confirmation