

Greenlight Computers Ltd – Standard Terms & Conditions

Section A	General Conditions
Section B	Consultancy & Training Services
Section C	IT Outsourcing & Support Services
Section D	Hardware & Software Supply
Section E	Contractor Resourcing Services

The following terms and conditions apply to all transactions with Greenlight Computers Limited and its subsidiary businesses. The placing of an order for products or services indicates your acceptance of these terms and conditions in full.

Section A: GENERAL CONDITIONS

This section applies to all transactions with Greenlight Computers Limited and its subsidiaries.

1. DEFINITIONS

“Company”	Greenlight Computers Limited (Company No. 05996374) Registered office: The Old Vicarage, Church Bank, Blackden Lane, Goostrey, Cheshire CW4 8PG
“Customer”	The company or person placing an order with Greenlight Computers Limited
“Third Party”	Any other person or company who is not the Customer or Company
“Working Day”	Monday to Friday excluding public holidays in England & Wales
“Working Hours”	The standard working hours are 9.00am to 5.00pm during a working day
“Out of Hours”	Those periods of the week that are outside of the working day working hours

2. STANDARD

- 2.1 These Terms and Conditions shall apply to all proposals, quotations, tenders, agreements and contracts relating to the products and services supplied by the Company.
- 2.2 The Company sources products for Customers from Third Party suppliers and all descriptions must be treated as approximate only. These do not form part of the contract.
- 2.3 The Company reserves the right to make any changes in the specifications of Products which are required to conform to applicable safety or other legal requirements or which do not materially affect their quality or performance.
- 2.4 In the event of clerical or typographical error the Company reserves the right to correct the error without any liability on behalf of the Company.
- 2.5 All captions, titles and sub-headings used in this Agreement are for convenience only and shall not be considered in construing or interpreting the provisions of this Agreement.
- 2.6 This Agreement shall be governed by the Laws of England.

3. PRICING & PAYMENT

- 3.1 The price payable by the Customer for the supply of Product(s) or Services shall be that agreed between the Customer and the Company each time the Customer places an Order and as specified in the Quotation or Services Proposal.
- 3.2 Orders placed by the Customer whether in writing, email, text or orally which shall become binding if accepted by the Company.

- 3.3 Unless an order has become binding on the Company all prices are subject to change without prior notice.
- 3.4 Unless otherwise agreed, invoices will be raised and dated by the Company on the date of delivery of the Products or on commencement of the Services.
- 3.5 The Customer shall pay each invoice in full, together with any VAT at the appropriate rate and other expenses, to the Company on receipt of the invoice. The time of payment shall be of essence.
- 3.6 If the Customer fails to pay any sums due within 30 days of the due date or does not comply with an obligation imposed upon the Customer then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to withhold the supply of any Products or Services to be provided to the Customer by or on behalf of the Company until such payment is made.
- 3.7 The Company reserves the right to charge interest to the Customer on any sums, fees or other charges which are not paid on the due date and that interest may be charged from the date such payment falls due at the statutory rate of four per cent (4%) per annum above the Bank of England base rate from time to time. Such interest shall accrue on a daily basis.
- 3.8 The Company or its agent shall deliver the Products to any premises notified to the Company by the Customer and the Customer shall be liable for any costs incurred by the Company in relation to carriage, postage and packing and any other applicable taxes and duties unless subject to a prior agreement.

4. CUSTOMER OBLIGATIONS

- 4.1 The Customer shall make available to Greenlight the office space, computer facilities, telecommunications and other resources necessary for the provision of the Services under this Agreement at no charge to Greenlight.
- 4.2 The Customer shall take all reasonable precautions to protect the health and safety of the Company's personnel whilst at any location of the Customer.
- 4.3 If a Service is delayed other than through the Company's fault, the Customer shall pay any sums required by the Company in respect of idle-time incurred for the delay, including delay as a result of the Customer's agents or sub-contractors.
- 4.4 The Customer acknowledges that it is relying solely upon its own skill and judgement and not that of the Company in determining the suitability of any Products and their fitness for any general or specific purpose. (This clause does not apply however in circumstances where the Company has provided Services to a Customer and the Company has been recommended a specific Product to the Customer in writing.)
- 4.5 The Customer warrants that any of its representatives who enter into these Terms and Conditions and any order with the Company have the Customer's authority to do so and that the Customer will take responsibility for any employee, ex-employee or other person who holds themselves out to be the authorised representative of the Customer.
- 4.6 After the 3 months trial period the Customer shall permit its name to be quoted by the Company to its customers and potential customers as a user of its Services.

5. LIMITATIONS OF LIABILITY

- 5.1 **FORCE MAJEURE:** Neither the Customer nor Greenlight shall be liable for delay in performing obligations or for failure to perform obligations if the delay or failure results from circumstances beyond the control of the party (whether happening in the United Kingdom or elsewhere) including but not limited to force majeure, Act of God, refusal of licence (including refusal or revocation by any duly constituted telecommunications authority of consent in respect of data communications equipment) or other government act, fire, explosion, accident, civil commotion, industrial dispute or impossibility of obtaining materials.
- 5.2 The Company shall not be liable for delay, costs, failure, breakdown, damage, loss or injury caused by any of the following:

- Equipment, programs, and services supplied by the Customer or any third party.
 - Equipment or programs supplied by Company but modified without the written consent of Company by the Customer or any third party.
 - Any requirements of 3rd party, institutions or authorities associated with the Customer.
- 5.3 The Company's liabilities to the Customer or any other party arising under or in connection with any Agreement (whether arising from negligence, contract or howsoever) shall not exceed the annual charge of that Agreement. In no event shall the Company be responsible for any indirect or consequential loss or damage (including loss of data, loss of revenue or loss of profits) even if the Company has been advised of the possibility of such consequences.
- 5.4 No actions regardless of form arising out of these Terms and Conditions may be brought by the Customer more than twelve months after the Customer becomes aware or should reasonably have become aware of the facts constituting the cause of action.
- 5.5 Nothing in these Terms and Conditions shall limit the Company's liability to the Customer for liabilities which cannot be limited or excluded as a matter of law.

6. CONFIDENTIALITY

- 6.1 In its performance of Services on behalf of the Customer the Company may be involved with accessing a variety of the Customer's computer systems and may be engaged in programming of software and providing of support services and in doing so shall be provided with or have the chance to observe information relating to the Customer's business (the "Information"). The Company hereby undertakes to keep confidential all particulars of the Information and shall not disclose such to any third party or reproduce such in any form whatsoever except with the prior and express consent in writing of the Customer.
- 6.2 During the course of any Agreement the Customer may learn of or observe aspects of the Company's business and its methods and the Customer hereby undertakes to keep confidential all particulars thereof except those which are in the public domain and those which are known to the Customer prior to the date of any Agreement.
- 6.3 Unless otherwise agreed the undertakings of confidentiality contained in 6.1 and 6.2 above shall survive for a period of two years after termination of any Agreement for whatever cause.
- 6.4 Neither Company nor the Customer shall do anything which will cause employees of the other party to cease their employment with that party.

7. NON-SOLICITATION

- 7.1 The Customer will not solicit, induce to terminate employment, or otherwise entice away whether directly or indirectly through another firm or company, any employee of the Company professionally or otherwise directly associated with the Company during the term of any Agreement or for 12 months thereafter.
- 7.2 The Customer is welcome to approach the Company on a confidential basis to express an interest in recruiting a specific individual if they plan to negotiate a compensation arrangement for the Company.
- 7.3 For the avoidance of doubt, there is no restriction on the Customer employing any person who is employed or acting for the Company where that person responds to a bone fide public advertisement for employees.

8. TERMINATION

- 8.1 The Customer may terminate this Agreement:
- Immediately at end of any agreed trial period of any service Agreement, subject to the Company gaining such agreement with any third parties involved.
 - At any time after the expiry of the Minimum Period of Duration of the Agreement by giving the Company not less than three months' notice in writing.
 - Immediately if a Receiver is appointed over the Company's business.

- By written notice at any time to the Company if the Company is in serious breach of the Agreement and the Company has failed to remedy the breach within fifteen working days of written notice from the Customer to do so.
- 8.2 The Company may terminate this Agreement:
- At any time after the expiry of the Minimum Period of Duration of any Agreement by giving the Customer not less than three months' notice in writing.
 - Immediately if a Receiver is appointed over any part of the Customer's business.
 - By written notice at any time to the Customer if the Customer is in serious breach of this Agreement (including failure to pay any charges due by the due date) and the Customer has failed to remedy the breach within fifteen working days of written notice from the Company to do so.
- 8.3 Termination will not discharge the Customer or Greenlight from obligations under Clause 7 of this Agreement or from payment of charges due at the effective date of termination.
- 8.4 On termination of an Agreement any equipment or software provided by Greenlight to the Customer must be promptly returned to Greenlight at the Customer's expense in order to avoid continuing charges.

9. MISCELLANEOUS

- 9.1 Neither the Customer nor Greenlight shall assign or otherwise transfer this Agreement without the prior written consent of the other party.
- 9.2 No amendment of these Terms and Condition shall be binding unless executed in writing and signed by an authorised representative of the Company and by an authorised representative of the Customer.
- 9.3 The failure of the Company at any time to enforce a provision of these Terms and Conditions shall not be deemed a waiver of such provision or of any other provision of these Terms and Conditions or of the Company's right thereafter to enforce any such provision(s).
- 9.4 Any demand, notice or other communication shall be in writing and may be served by hand, prepaid first class post or facsimile.
- 9.5 No Third Party may enforce any provision of these Terms and Conditions by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 9.6 Entire Agreement: These Terms and Conditions (and any licence proffered by or on behalf of the owner of the Products and/or Software supersedes all previous written or other documents or agreements (written or oral) relating to the subject matter of these Terms and Conditions.

Section B: CONSULTANCY & TRAINING SERVICES

10. Service terms

- 10.1 The terms of reference for the Consultancy Services to be performed by the Company shall be as specified in the Services Proposal. The Customer may from time to time wish to vary the terms of reference. Under these circumstances, the Company will use all reasonable endeavours to accommodate that variation. Any changes in the charges and/or timescales as a result of that variation shall be negotiated between the Customer and the Company.
- 10.2 Consultancy work is performed on a best endeavours basis. The Company cannot guarantee the accuracy of any effective advice, solution and/or report.
- 10.3 Where progress reports are to be provided in accordance with the Services Proposal, the Company shall render such reports at the time and in the manner specified or as otherwise agreed between the Company and the Customer.
- 10.4 The parties agree that all Intellectual Property Rights which existed prior to the date of the Agreement in relation to any items used in the performance of the Consultancy Services shall remain the property of the existing owner of those Intellectual Property Rights.

- 10.5 The Company shall own and be fully entitled to use in any way it deems fit any Intellectual Property or Intellectual Property skills, techniques, materials, concepts or know-how acquired, developed or used in the course of performing the Consultancy Services and any improvements made or developed during the course of the Consultancy Services.
- 10.6 The Customer shall indemnify and keep the Company indemnified in respect of any losses, costs, damages, claims and/or expenses incurred by the Company due to any claims by any Third Party arising out of any use, access to or modification of the Customer's computer systems by the Company on the Customer's instructions and/or use of any materials supplied to the Company by the Customer.

Section C: IT OUTSOURCING & SUPPORT SERVICES

11. Service terms

- 11.1 Where the Company agrees to provide outsource and/or support services to the Customer, this will generally be subject to a specific contract & subject to additional terms & conditions in line with the overall Term's and Condition's herein.
- 11.2 Other services will be provided on a Time & Materials basis with the Company's best endeavours. These services will be provided and charged at the prevailing Company rates for the service at the time of delivery.
- 11.3 The following conditions shall apply to all Services provided by the Company to Customers. The Company warrants and undertakes to the Customer that:
- The Company's employees, agents and sub-contractors will have the necessary skill and expertise to provide the Services described in the Services Proposal in accordance with good industry practice.
 - The Company will provide independent and unbiased advice and will exercise reasonable skill and care in the provision of the Services.
 - The Services will be provided in a timely and professional manner.
 - Should the Customer become dissatisfied with the performance of any personnel assigned by the Company to perform the Services, the Customer shall notify the Company in writing with details of the unsatisfactory performance, and provided that the Company is satisfied that the Customer's dissatisfaction is reasonable, the Company shall replace that person as soon as reasonably practicable.
 - Where the Company agrees to provide Services, any estimate or indication by the Company as to the number of man days or man hours required by the Company to undertake a specific task shall be construed as being an estimate only.
 - The Company shall in no circumstances be liable for a delay or for any other loss, damage or other cost of whatsoever nature (including without limitation Consequential Loss) suffered or incurred by the Customer where such estimate or indication is incorrect.
 - The charges agreed for the Services do not include travel, accommodation and subsistence expenses, nor the cost of time spent travelling incurred in the provision of the Services for which the Company shall charge its then current rates.
 - The Company will normally carry out the Services during Working Hours but may; on reasonable notice, require the Customer to provide access to the Customer's premises at other times.
 - At the Customer's request the Company may agree to work outside Working Hours however this shall be subject to any reasonable additional charge that may be made by the Company for complying with such request. Such charges shall be agreed in writing prior to commencement of any out of hours work.
 - All personnel required for the Services will be provided by the Company and will be facilitated wherever possible by use of the Customer's own staff, however the Company reserves the right to sub-contract the whole or any part of the Order to any person or company.

Section D: HARDWARE & SOFTWARE SUPPLY

12. Service terms

- 12.1 The Company does not give any warranties in relation to Products purchased by Customers. The only warranties which the Customer receives are those which are given by the manufacturer or licensor (as the case may be) of such Hardware or Software to the Customer and are subject to any relevant limitations and exclusions imposed by such manufacturer or licensor (as the case may be). The Company shall provide the Customer with details of such warranties and remedies for breach of such warranties (if applicable) upon request.
- 12.2 The Company shall use its reasonable endeavours to deliver the Products to the premises stated by the Customer by any delivery date estimated by the Company and the Customer agrees that the delivery date is not guaranteed or of the essence of the Contract.
- 12.3 The Company shall in no circumstances be liable to the Customer for any losses, damages or charges incurred by the Customer due to the late delivery of the Hardware or Software.
- 12.4 Products delivered to the Customer shall be deemed accepted by the Customer and the Customer agrees it will inspect the Products immediately upon delivery and in all cases shall inform the Company in writing within 24 hours of delivery of any damage, shortages, defects or non-delivery of the Products.
- 12.5 Risk of damage to or loss of the Products shall pass to the Customer in the case of Products being collected by the Customer, where the Customer wrongfully fails to take delivery of the Products at the time when the Company has tendered delivery of the Products to the Customer.
- 12.6 Property/Title for the Products shall not pass to the Customer until the Company has received in cash or cleared funds payment in full for the price of the Products.
- 12.7 Until such time as title in the Products pass to the Customer the Customer shall keep the Products separate from the Customer's other goods and those of any other third parties and properly stored, protected and insured and identified as the Company's property.
- 12.8 The Company reserves the right to request return of any Products if the Customer fails to pay in the due time. If the Customer fails to do so immediately the Customer shall allow the Company or its agents or representatives to enter upon the Customer's premises or any premises of any third party where the Products are stored and repossess the goods.
- 12.9 No order which has been accepted by the Company may be cancelled by the Customer unless written agreement is obtained from an authorised representative of the Company. The Customer agrees it may be required to indemnify the Company in full for any costs, damages, losses, charges and expenses (including any loss or profit) incurred by the Company as a result of any cancellation.
- 12.10 The Returns Policy for Non-Faulty Products normally allows Customers to return unopened Products, however all returns are at the Company's sole and absolute discretion. Under no circumstances will the Company accept returns of opened Products unless those Products are faulty.
- 12.11 In circumstances where return of Product(s) is permitted by the Company the Company will issue a credit note on a Customer's account so that the invoice for the relevant Product is deemed cancelled. In the event a Customer has paid for goods in full, a refund will be granted.
- 12.12 The Returns Policy for Defective or Faulty Products allows for the refund or replacement of faulty or defective Products is subject strictly to individual manufacturer's "Dead On Arrival" ("DOA") policies. Individual manufacturer's DOA policies may be obtained by the Customer by contacting the Company's customer service department. The Customer must notify the Company of a defect in the Products within the time limit provided for in the applicable manufacturer's DOA policy. The Customer may be required to contact the manufacturer's technical department to troubleshoot and/or to obtain DOA authorisation which is to be retained by the Customer and presented to the Company upon request. The Customer is also required to make a note of any call/case reference numbers issued by the manufacturer to assist the Company with return of the DOA product. In the case where it is established that Products are faulty or defective the Company's customer service department will arrange with the Customer to have the Products collected. In some

instances the manufacturer's warranties require the Customer to contact the repair agent directly. If this is the case, the Customer will be so informed by the Company's customer service department.

Section E: CONTRACTOR RESOURCING SERVICES

13. Service terms

- 13.1 The terms of reference for the Contractor Resourcing Services (also referred to as Fractional Resourcing) to be performed by the Company shall be as specified in the Services Proposal. The Customer may from time to time wish to vary the terms of reference. Under these circumstances, the Company will use all reasonable endeavours to accommodate that variation. Any changes in the charges and/or timescales as a result of that variation shall be negotiated between the Customer and the Company.
- 13.2 Contractors are provided on a best endeavours basis. The Customer will have interviewed and acknowledged that the skillset of the Contractor is suitable for the work they wish to be delivered and will provide all relevant training and resources to enable the Contractor to successfully fulfill the requirements of the temporary position. The Company cannot guarantee the accuracy of any effective advice, solution and/or report.
- 13.3 Where progress reports are to be provided in accordance with the Services Proposal, the Company shall monitor the Contractor's delivery of said reports at the time and in the manner specified or as otherwise agreed between the Company, the Contractor and the Customer.
- 13.4 The parties agree that all Intellectual Property Rights which existed prior to the date of the Agreement in relation to any items used in the performance of the Contracting Services shall remain the property of the existing owner of those Intellectual Property Rights.
- 13.5 The Customer shall indemnify and keep the Company indemnified in respect of any losses, costs, damages, claims and/or expenses incurred by the Company due to any claims by any Third Party arising out of any use, access to or modification of the Customer's computer systems by the Company on the Customer's instructions and/or use of any materials supplied to the Company by the Customer.
- 13.6 The Customer shall ensure they have adequate insurance to protect the Contractor and the Company and the Customer against risk of data loss, service outage or contract issue.
- 13.7 In the event of the Contractor, the Company or the Customer terminating the contract pre-term, the Company will commit to providing replacement candidates to the agreed specification within 14 working days.