



1 Definitions

1.1 In these Conditions the following words have the following meanings:

"Ventam Systems Ltd."- Ventam Systems Ltd. Unit A4 Seedbed Business Centre, Vanguard Way, Shoeburyness, Essex, SS3 9QY, United Kingdom, Registered in England Number 4482366;

"Business Day"- any day except a Saturday, Sunday, or public holiday on which the clearing banks are closed for business;

"Conditions"- the conditions of sale set out in this document and includes any special terms and Conditions agreed in writing between the parties;

"Contract"- the Contract for the purchase and sale of the Equipment and Services (if any);

"Customer"- the person who accepts a quotation from Ventam Systems Ltd. for the sale of the Equipment or whose order for the Equipment is accepted by Ventam Systems Ltd.

"Equipment"-the goods (including any instalment of the goods or any part of them), which Ventam Systems Ltd. is to supply in accordance with the Conditions;

"Services"- any services including fitting and technical assistance in relation to the Equipment, which Ventam Systems Ltd. is to supply in accordance with the Conditions.

1.2 Any reference in the Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted, or extended at the relevant time.

1.3 The headings in the Conditions are for convenience only and shall not affect their interpretation.

1.4 No variation to the Conditions shall be binding unless agreed in writing between authorised representatives of Ventam Systems Ltd. and the Customer.

1.5 Ventam Systems Ltd. is not obliged to accept any order from the Customer.

2 General

2.1 Every Contract for the supply of Equipment or Services by Ventam Systems Ltd. to the Customer is subject to these Conditions. All other conditions and terms whether implied by statute, common law, or trade usage, or expressed by the Customer are hereby excluded save for Conditions expressly accepted by Ventam Systems Ltd. in writing and Conditions and other terms, which cannot be excluded by law. Where Equipment is sold under a consumer transaction, the statutory rights of the consumer (as defined by the Unfair Terms in Consumer Contracts Regulations 1994) shall not be affected by these Conditions. These Conditions shall apply to any Equipment supplied by way of replacement.

2.2 These Conditions shall apply, save as varied by express agreement accepted in writing by both parties. They shall prevail against the purchase conditions of the Customer.

Ventam Systems Ltd

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Essex, SS3 9QY

Phone 01702 382 307 Fax 01702 382 340

3 Warranties and Liability

3.1 Ventam Systems Ltd. warrants that the Equipment will be free from defects in material and workmanship for a period of 12 months from delivery provided that Ventam Systems Ltd. shall be under no liability in respect of.

3.1.1 Any defect arising from any drawing, design, or specification supplied by the Customer.

3.1.2 Any defect arising from fair wear and tear, wilful damage, negligence, abnormal working Conditions, failure to follow Ventam Systems Ltd's instructions (whether oral or in writing), misuse or alteration or repair of the Equipment (other than repairs undertaken by Ventam Systems Ltd. or a person approved by Ventam Systems Ltd in writing).

3.1.3 Any other warranty, condition, or guarantee, if the total price for the Equipment has not been paid by the Due Date (as defined at Clause 7.5.1).

3.2 Any claim by the Customer that is based on shortage in delivery, or any defect in the quality or condition of the Equipment or their failure to correspond with specification shall (whether or not delivery is refused by the Customer) be notified in writing to Ventam Systems Ltd. within 5 Business Days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) immediately after discovery of the defect or failure and within the relevant warranty period. If delivery is not refused and the Customer does not so notify Ventam Systems Ltd., the Customer shall not be entitled to reject the Equipment and Ventam Systems Ltd. shall have no liability for such shortage, 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.

3.3 Where Ventam Systems Ltd. is notified of a valid claim pursuant to Clause 3.2 (other than a shortage in delivery) Ventam Systems Ltd. shall be entitled to repair or replace such Equipment (or the item in question) free of charge or, at Ventam Systems Ltd.'s sole discretion, pay to the Customer up to 100% of the price of the Equipment in question and Ventam Systems Ltd. shall have no further liability to the Customer.

3.4 Where the Customer requires repair or replacement of Equipment outside the relevant warranty period, Ventam Systems Ltd. shall be entitled to charge in full for such repair or replacement.

3.5 The Services are provided by Ventam Systems Ltd. on the basis that they are for the sole use of the Customer for the purpose specified by the Customer. The Customer shall not use the Services other than for the said purpose and shall not communicate the Services to any third party whether or not in connection with the said purpose.

3.6 In respect of any error or defect in Services provided by Ventam Systems Ltd. under a Contract which is notified to Ventam Systems Ltd. in writing by the Customer within 5 Business Days of the provision of such Services, Ventam Systems Ltd. will make reasonable resources available to investigate and endeavour to rectify the defect and otherwise Ventam Systems Ltd. accepts no liability in respect of any error or defect in any Services or the consequences thereof and gives no warranty in respect thereof. 3.7 Without prejudice to the generality of Clause 3.6, should the Customer use or communicate the Services contrary to the provisions of Clause 3.5, the Customer will be solely liable to any third party for any error or defect in such Services and the consequences (if any) thereof and the Customer will indemnify Ventam Systems Ltd. against all loss, actions, claims, costs, demands, expenses, and liabilities whatsoever which the Customer may incur either at common law or by statute in respect of any loss, damage, personal injury, or death suffered by a third party by reason of any error or defect in such Services or by reason of the consequences of any such error or defect.

3.8 Except in respect of death or personal injury caused by Ventam Systems Ltd.'s negligence, Ventam Systems Ltd. shall not be liable to the Customer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether direct or indirect, for loss of profit or otherwise), costs, expenses, or other claims for consequential compensation whatsoever (and whether caused by the negligence of Ventam Systems Ltd. its employees, servants, or agents or otherwise), which arise out of or in connection with the supply of the Services or the Equipment or

their use or resale by the Customer except as expressly provided in the Conditions.

3.9 From time to time extended warranty protection on certain products may be available from Ventam Systems Ltd. on application by the Customer.

4 Delivery

4.1 Delivery will be made by the Customer collecting the Equipment at Ventam Systems Ltd.'s warehouse at any time after Ventam Systems Ltd. has notified the Customer that it is available for collection or, if some other place is agreed between the parties for delivery, by Ventam Systems Ltd. delivering the Equipment to that place.

4.2 Risk of damage to or loss of the Equipment shall pass to the Customer either when Ventam Systems Ltd. tells the Customer the Equipment is available for collection or, in the case of Equipment to be delivered otherwise, at the time of delivery or if the Customer wrongfully fails to take delivery of the Equipment the time when Ventam Systems Ltd. has tendered delivery of the Equipment.

4.3 The Customer shall inspect the Equipment upon delivery and if it does not correspond in nature to the goods ordered, the Customer shall notify Ventam Systems Ltd. in accordance with the provisions of Clause 3.2.

4.4 If the Customer fails to take delivery of the Equipment or fails to give Ventam Systems Ltd. adequate delivery instructions at the time stated for delivery then, without prejudice to any other right or remedy available to Ventam Systems Ltd., Ventam Systems Ltd. may either, in its absolute discretion:

4.4.1 Store the Equipment until actual delivery and charge the Customer for the reasonable cost (including insurance) of storage; or

4.4.2 Sell the Equipment at the best price readily obtainable and taking into account all reasonable storage and selling expenses charge the Customer for any shortfall below the price under the Contract.

4.5 Where the Equipment or Services are to be delivered in instalments, each delivery shall constitute a separate Contract and failure by Ventam Systems Ltd. to deliver any one or more instalments in accordance with the Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.

4.6 If Ventam Systems Ltd. fails to deliver the Equipment or Services for any reason other than a Force Majeure reason or the Customer's fault and Ventam Systems Ltd. is found liable to the Customer, Ventam Systems Ltd.'s liability shall be limited to 100% of the price of the Equipment or Services not so delivered.

4.7 Any dates quoted for delivery of the Equipment or Services are approximate only and Ventam Systems Ltd. shall not be liable for any delay in delivery of the Equipment or Services, howsoever caused. Time for delivery shall not be of the essence. The Equipment or Services may be delivered by Ventam Systems Ltd. in advance of the quoted delivery date upon giving reasonable notice to the Customer.

5 Return of Goods

5.1 Equipment which is in new condition and non-defective and enclosed in original unmarked packaging may, at Ventam Systems Ltd discretion, be returned to Ventam Systems Ltd. Within 30 days of delivery for full credit excepting carriage (which shall be borne by the Customer) and a £50.00 minimum or 10% restocking charge.

5.2 The Customer shall not return more than two items of any one product. (If the requirement is for more than two of a single product which the Customer has not purchased previously, the Company strongly advises that the Customer purchase one or two for testing in the application before ordering the full quantity required.)

5.3 In order to return Equipment, an Equipment Return Number (which is obtainable from the Returns Co-ordinator at Ventam Systems Ltd.) must be clearly marked on the Customer's delivery note. No processing of returns will be allowed unless supported by the Equipment Return Number.

5.4 At Ventam Systems Ltd.'s sole discretion, Equipment may be returned for credit outside the 30-

day period referred to at Clause 5.1, however, a restocking fee of a minimum of 10% of list price will be levied for each 30-day period or part thereof beyond the initial 30-day period.

5.5 If original packaging is marked or damaged in any way whatsoever or if the Equipment sourced by Ventam Systems Ltd. is returned marked or damaged, or with items missing (e.g. user guide), a restocking fee will be charged.

5.6 Customised items (e.g. non-standard equipment), tools, software, testers -cannot be returned under any circumstances. Ventam Systems Ltd. reserves the right to amend this list of exclusions at any time.

5.7 Orders for customised items cannot be cancelled.

6. Services

6.1 Where the price includes the provision of any services including the fixing of Equipment by Ventam Ltd the Customer shall ensure that any preliminary works to be carried out by third parties are executed properly and diligently

7 Prices and Payments

7.1 The price of the Equipment and Services shall be Ventam Systems Ltd.'s quoted price or where no price has been quoted (or a quoted price is no longer valid), the price listed in Ventam Systems Ltd.'s price list current at the date of acceptance of the order. All prices quoted are valid for 30 calendar days only or until earlier acceptance by the Customer, after which time they may be altered by Ventam Systems Ltd.

7.2 Unless otherwise agreed in writing, all prices for Equipment are quoted ex works inclusive of packing but exclusive of any applicable Value Added Tax and delivery charges or packing suitable for overseas carriage, which the Customer shall additionally be liable to pay to Ventam Systems Ltd.

7.3 If Equipment is delivered in instalments at the Customer's request, each instalment represents an order for the purposes of this Clause.

7.4 Any retail prices quoted in Ventam Systems Ltd.'s price lists or catalogues or other literature are recommended prices only.

7.5 If the Customer has been granted credit:

7.5.1 Ventam Systems Ltd. shall invoice the Customer for the price of the Equipment and Services and any Value Added Tax and delivery charges on or at any time after delivery unless the Equipment is to be collected by the Customer or the Customer wrongfully fails to take delivery of the Equipment, in which event Ventam Systems Ltd. shall be entitled to invoice the Customer for the price at any time after Ventam Systems Ltd. has notified the Customer that the Equipment is ready for collection or Ventam Systems Ltd. has tendered delivery of the Equipment (as the case may be) and payment must be made in full within 30 calendar days of the date of the invoice ("the Due Date"). The time of payment shall be of the essence of the Contract.

7.5.2 Notwithstanding the above Ventam Systems Ltd. reserves the right in its absolute discretion to withdraw any such credit at any time in which event Ventam Systems Ltd. shall be entitled to invoice the Customer for the price at any time after Ventam Systems Ltd. has notified the Customer that the Customer's credit has been withdrawn and that the Equipment is ready for collection.

7.6 If payment is not made as required, then without prejudice to any other remedies available to Ventam Systems Ltd., Ventam Systems Ltd. shall be entitled to:

7.6.1 Cancel the Contract or suspend any further deliveries to the Customer;

7.6.2 Appropriate any payment made by the Customer to such of the Equipment as Ventam Systems Ltd. may think fit (notwithstanding any purported appropriation by the Customer);

7.6.3 Offset any credit notes against the unpaid invoices;

7.6.4 Charge the Customer interest (both before as well as after any judgment) on the amount unpaid at the rate of 2% per month or part month until payment in full is made;

7.6.5 Cancel any Customer discounts;

7.6.6 Charge, in the event of any invoice being passed to solicitors or a collection agency for

collection, a collection fee of £60 minimum or 5% Of all outstanding invoice values in addition to interest and any legal charges payable.

7.6.7 Unless otherwise agreed in writing, all prices for Equipment and Services are quoted excluding any import duties or costs due or payable in or to the country of destination(s), which the Customer shall additionally be liable to pay.

7.6.8 In addition to any other remedy, where the price includes the provision of any services including the fixing of Equipment by Ventam Ltd, Ventam Ltd shall have a lien upon both fixed and unfixed materials and fittings delivered to or ordered for the works which have become the property of the Customer until payment of all unpaid invoices due to Ventam Systems is made by the Customer

7.7 If the Customer has not been granted credit, payment in cleared funds in full will be required at the time of order.

7.8 In the event of any invoice being paid by credit card or debit card, a fee of 2% in addition to all charges payable.

8 Retention of Title

8.1 Notwithstanding delivery and passing of risk in the Equipment, title to the Equipment shall remain in Ventam Systems Ltd. until such time as all amounts which are owed to Ventam Systems Ltd. are paid in cleared funds in full (whether in respect of Equipment which is the subject of a contract under these Conditions or any other sum whatsoever due and payable by the Customer to Ventam Systems Ltd.).

8.2 Until such time as title in the Equipment passes to the Customer, the Customer shall hold such Equipment as Ventam Systems Ltd.'s fiduciary agent and bailee and shall keep such Equipment separate from all other goods in the Customer's possession properly stored and protected, insured in accordance with Clause 7.5, and clearly identified as Ventam Systems Ltd.'s goods, until that time the Customer shall be entitled to resell or use the Equipment in the ordinary course of business provided that where it does so, it shall account to Ventam Systems Ltd. for the proceeds of sale and hold such proceeds in a separate account on trust for Ventam Systems Ltd.

8.3 Ventam Systems Ltd. shall be entitled at any time before title has passed to the Customer either to require the Customer to deliver up the Equipment to Ventam Systems Ltd. and if the Customer fails to do so forthwith, to enter the premises where the Equipment is stored and repossess the same, all charges incurred by Ventam Systems Ltd. in either respect shall be the responsibility of the Customer.

8.4 The Customer shall not pledge or in any way charge by way of security for any indebtedness any of the Equipment which is the property of Ventam Systems Ltd. and without prejudice to the other rights of Ventam Systems Ltd., if the Customer does so, all sums whatsoever owed to Ventam Systems Ltd. by the Customer shall forthwith become due and payable.

8.5 The Customer shall insure and keep insured the equipment to the full price against "all risks" to the reasonable satisfaction of Ventam Systems Ltd. until the date that the title in the Equipment passes from Ventam Systems Ltd. to the Customer, and shall whenever requested by Ventam Systems Ltd., produce a copy of the policy of insurance. Without prejudice to the other rights of Ventam Systems Ltd., if the Customer fails to so insure, then all sums whatsoever owing by the Customer to Ventam Systems Ltd. shall forthwith become due and payable.

8.6 Nothing in this Clause 7 shall confer any right upon the Customer to return the Equipment or refuse or delay payment therefore unless agreed by Ventam Systems Ltd. in writing.

9 Changes

9.1 Ventam Systems Ltd. reserves the right to substitute Equipment of an equivalent or better specification or design at any time and without notice.

9.2 Any typographical, clerical, or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice, or other document or information issued by Ventam Systems Ltd. shall be subject to correction without any liability on the part of Ventam Systems Ltd.

10 Intellectual Property

10.1 If any claim is made against the Customer that the Equipment infringes or that its use or resale infringes the patent, copyright, design, trademark, or other industrial or intellectual property rights of any other person, Ventam Systems Ltd. shall indemnify the Customer against all loss, damages, costs, and expenses awarded against or incurred by the Customer in connection with such claim, or paid or agreed to be paid by the Customer in settlement of such claim, provided that:

10.1.1 Ventam Systems Ltd. is given full control of any proceedings or negotiations in connection with such claim;

10.1.2 The Customer shall give Ventam Systems Ltd. all reasonable assistance for the purposes of such proceedings or negotiations;

10.1.3 except pursuant to a final award, the Customer shall not pay or accept such claim, or compromise such claim, or compromise any such proceedings without the consent in writing of Ventam Systems Ltd. (which shall not be unreasonably withheld or delayed);

10.1.4 The Customer shall not do anything which would or might vitiate any policy of insurance or insurance cover which the Customer may have in relation to such infringement, and this indemnity shall not apply to the extent that the Customer recovers any sum under such policy or cover (which the Customer shall use its best endeavours to do);

10.1.5 The Customer shall account to Ventam Systems Ltd. for all damages and costs awarded in favour of the Customer which are payable by any other party in respect of such claim and where the Customer is required to give consent in respect of settlement of such claim, such consent shall not be unreasonably withheld or delayed; and

10.1.6 Without prejudice to any duty of the Customer at common law, Ventam Systems Ltd. shall be entitled to require the Customer to take such steps as Ventam Systems Ltd. may reasonably require to mitigate or reduce any such loss or damage, costs or expenses for which Ventam Systems Ltd. is liable to indemnify the Customer under this Clause 10.

11 Insolvency

11.1 If the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) become bankrupt or (being a company) go into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or if an encumberancer takes possession or a receiver is appointed of any of the property or assets of the Customer or the Customer is unable to pay its debts or the Customer ceases or threatens to cease to carry on business or Ventam Systems Ltd. reasonably apprehends that any of these events are likely to occur in relation to the Customer, then Ventam Systems Ltd. shall be entitled to cancel any Contract under these Conditions or suspend any further deliveries under such Contracts without any liability to the Customer and if Equipment or Services have been delivered but has not been paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

12 Force Majeure

12.1 If Ventam Systems Ltd. is prevented from performing any of its obligations under these Conditions by any circumstances whatsoever beyond its control (including, without limitation, any strike, lock-out, or other form of industrial action), further performance of the Contract shall either be suspended so long as Ventam Systems Ltd. is so prevented or at Ventam Systems Ltd.'s option, cancelled, in which case Ventam Systems Ltd. shall not be liable for any loss, damage, or injury of any kind whatsoever whether direct, indirect, or consequential to any person or any property caused by or arising out of or in connection with such suspension or cancellation of the Contract and any monies paid in advance for Equipment not delivered or Services not completed will be refunded in full to the Customer.

13 General

13.1 Any notice or other communication required or permitted to be given by either party to the other under these Conditions 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 pursuant to this Clause 12 to the party giving the notice or communication and may be given by email, facsimile transmission, post, recorded or special delivery. Any notice served by first-class post shall be deemed to have been served 2 Business Days after the date of despatch, any notice served by special or recorded delivery shall be deemed to have been served the following Business Day after the date of despatch and any notice served by email or facsimile shall be deemed to have been served at 10 a.m. on the Business Day of the recipient next following the date of despatch.

13.2 No waiver by Ventam Systems Ltd. of any breach of the Contract or the Conditions by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

13.3 The various provisions of this Agreement are severable and if any provision is held by any court of competent jurisdiction to be invalid or unenforceable such invalidity or unenforceability shall not affect the other provisions of these Conditions.

13.4 The Customer shall not remove, obscure, or obliterate any name, symbol, serial number, or other identification appearing on the Equipment and violation of any provision of this Clause shall entitle Ventam Systems Ltd. to terminate the Contract and the Customer will be liable for any and all costs of Ventam Systems Ltd. Incurred in pursuit of the Contract.

13.5 No other entity, party or person shall have any rights under the Contract except the Customer and Ventam Systems Ltd.

13.6 These Terms and Conditions do not affect your statutory rights.

14 Law and Jurisdiction

14.1 These Conditions shall in all respects be construed in accordance with the laws of England and the parties shall submit to the exclusive jurisdiction of the English courts.

14.2 This agreement shall be deemed to have been made in England

14.3 In the event that the centre of main interests of the Customer is outside England its address for service in England shall be the address for such service nominated in this agreement and any time limits in any proceedings shall not be extended by virtue only of any foreign address of the Customer.