

iansyst Limited's Reseller Terms and Conditions

Valid from 1 February 2010

1. Our Contract with Resellers:

- 1.1. Contained herein are the Reseller Terms and Conditions ("Reseller T&Cs") as determined by **iansyst Limited** (Company number 1723151, UK VAT Registration 330 7593 61) a company registered in England & Wales whose registered office is at Fen House, Fen Road, Cambridge CB4 1UN, UNITED KINGDOM. By placing an order with iansyst, you agree that these Reseller T&Cs shall form the agreement between iansyst and you, as an iansyst reseller.
- 1.2. iansyst Limited ("iansyst" or "we" or "our" or "us") accept all orders for the sale of "PRODUCT" (defined as goods, software licence(s) or services made available to you from iansyst) as a reseller account holder ("Reseller" or "you" or "your" or "yours") in accordance with these Reseller T&Cs herein.
- 1.3. Additional terms and conditions may apply from time to time as required; any such additions will be communicated at the time of purchase or otherwise detailed in respect of any applicable PRODUCT and will be deemed to form part of these Reseller T&Cs for the given order(s) to which they apply.
- 1.4. We reserve the right to modify these Reseller T&Cs without prior notice and any revision will supersede these when published on our website or at the time when these are issued to you by post or email. Orders will be deemed to be governed by the Reseller T&Cs in place at the time the order is received by us.
- 1.5. No variation, requested by you, to these Reseller T&Cs shall be binding unless authorised in writing by an authorised Manager or Director of iansyst ("Authorised Representative"). No other terms or conditions shall be accepted as valid (including any purchasing terms and conditions of the Reseller or customer of Reseller) unless otherwise agreed in writing by an Authorised Representative.
- 1.6. When we show PRODUCT for sale in person, on our websites or in a catalogue this does not constitute a legal offer to sell the PRODUCT. By placing an order you make an offer to purchase, which we may at our sole discretion accept ("the Contract"). Subject to availability we will communicate our acceptance to you by e-mail, fax or telephone. For some orders we may require a prepayment, which may not be refundable if the order is cancelled. We may treat separate PRODUCT ordered as separate orders. Any PRODUCT on the same order which we have not confirmed in an email or in writing does not then form part of that Contract.

2. Responsibilities of the Reseller

- 2.1. You will use reasonable endeavours to successfully market and raise awareness of the PRODUCT within the United Kingdom ("the UK"). Any press releases or high profile marketing plans pertaining to the PRODUCT will be agreed in advance with us.
- 2.2. You will train your staff to be fully briefed on the PRODUCT to effectively conduct marketing and sales.
- 2.3. You agree to supply the PRODUCT to your customers in accordance with these Reseller T&Cs, including RETURNS conditions, as specified by us herein.

- 2.4. You will inform us of any customer enquiries for the PRODUCT you receive outside the UK.
- 2.5. You will supply to us such sales reports and management information for the PRODUCT as the parties may from time to time reasonably agree.
- 2.6. You will promptly inform us of any third-party claims of which you are aware within the UK against the PRODUCT, PRODUCT publishers or against us.
- 2.7. You undertake to fully comply with the obligations under the PRODUCT licence agreement(s) and to take all reasonable steps to instruct customers to comply with the end-user licence agreement(s).
- 2.8. You will inform us of any non-compliance by your customers with regard to the end-user licence that you become aware of.
- 2.9. You must inform us of any intent to resell PRODUCT we supply you to resellers of yours (“Sub-Resellers”). We reserve the right to refuse the resale of PRODUCT (or any sub-set thereof) to your Sub-Resellers at our sole discretion.

3. Intellectual Property Rights

- 3.1. If you become aware of a claim of intellectual property rights (“IPR”) infringement relating to the PRODUCT you agree to promptly notify us of such claim and shall not make any admission of liability, agreement or compromise in relation to the matter. In respect of such claims, you agree to give the IPR owner sole discretion and control of any action which should be taken (if any) by any party.
- 3.2. You shall ensure any Sub-Resellers are bound by clause 3.1.

4. Responsibilities of iansyst

- 4.1. We will supply in a timely manner the PRODUCT to you and will use our best endeavours to ensure that the PRODUCT is free from defects and to agreed content specification.
- 4.2. We will provide you with the necessary demonstration copies of the PRODUCT free of charge for the purposes of marketing and developing sales opportunities, where these are made available by the publishers of the PRODUCT.
- 4.3. We will assist you with training and briefing staff on new developments relating to certain PRODUCT we supply, where we are reasonably able to provide this (please ask us for further details).

5. Delivery

- 5.1. We will notify you of the timescales for delivering stock orders of the PRODUCT and will endeavour to fulfil these within 5 working days.
- 5.2. As we process your order, we will tell you by email or telephone if any items you order turn out to be unavailable - you must ensure you supply a valid email address and telephone number when you place an order so we can inform you.
- 5.3. If despite our best efforts we still cannot get a particular item we will agree the best course of action with you within 7 days of your original order (although we endeavour to inform you within a very short time period from becoming aware of the delay).

- 5.4. We will normally only take payment or invoice you for items when we are ready to dispatch your order.
- 5.5. We will make a delivery charge for each order, which we will confirm with you before your order is dispatched. By placing your order you agree you will pay the delivery charge stated. Our current delivery charges are available on request.
- 5.6. Most items will need to be signed for and where requested you must do so. Please give a delivery address where someone will be available to receive the order, which needs to be a trading address for your company, unless otherwise agreed by us. To prevent fraud, we may insist on shipping to the address that we have been given at the time of Reseller registration or the cardholder's address where payment is made via a credit card. We will call you first if this is not the delivery or shipping address you requested.
- 5.7. You must inform us within 24 hours of the shipment date if a delivery has not arrived or we will deem them to be correctly supplied (for claims against damaged goods, please refer to clause 4.12). At the stated delivery address we will be entitled to assume that any person who both reasonably appears and claims to have authority to accept delivery does in fact have that authority to accept and sign for delivery of PRODUCT or provision of services.
- 5.8. If an order is returned to iansyst because you gave an incorrect or incomplete address, the carriage cost is not refundable and we may need to make a further charge to re-ship the order. Our couriers will make best efforts to deliver on a second occasion or make the order available for pickup. If an ordered service is cancelled within 3 working days of the service provision, refused by you or we are unable to provide the service due to a failure on your part, we reserve the right to charge you in full for the service and the associated travel costs.
- 5.9. If you ask us to ship PRODUCT or provide services direct to your customer we will deem them as having been supplied to you. If your customer refuses to accept delivery of PRODUCT or services provided by us, we will treat them as having been refused by you.
- 5.10. If you cancel your order before we have assembled or shipped the PRODUCT, we may be able to refund any related advance payment in full, with the exception of a 'special order' PRODUCT (PRODUCT listed within iansyst's product list as a special order product, or a product that has been ordered specifically for you); otherwise we cannot refund the outward or return carriage or the cost of any special order or assembled items.
- 5.11. While we endeavour to deliver PRODUCT you have ordered within 5 working days we will not be liable for the consequences of any delay or failure to deliver within any agreed time period. We may ship part orders, or hold orders until all items are available at our discretion.
- 5.12. Claims for damaged goods must be made within 24 hours of delivery. We cannot process claims for damaged items with our couriers outside this period.

6. Returns:

- 6.1. The following items cannot be returned unless faulty:
 - a) items that we specially sourced for you, including software licences for 1 or more users;

- b) software specifically marked as non-refundable if you break the seal;
 - c) software for which you have registered the licence, or which we have registered on your behalf (for example by assembling a computer system for you);
 - d) any computers or PDAs that you have bought from us.
- 6.2. You must notify us within 5 working days if PRODUCT supplied by us is faulty or incomplete and we will replace the said PRODUCT within a reasonable period from the invoice date as determined by us or up to 5 days from the invoice date, whichever is the longer.
- 6.3. By ordering items from us you agree to the following return procedure:
- a) contact us before you return anything on 01223 436670 and receive a Returns Authorisation Number (“RAN”) from us;
 - b) return items complete in their original packaging, along with the RAN clearly displayed;
 - c) return items in a saleable condition;
 - d) uninstall software items from any computers.
- 6.4. If you need to return an item because it is faulty please tell us as soon as possible. Say it is faulty when you call and we will give you a return address for testing by our engineers. An item is only deemed faulty for refund or replacement purposes if it is tested by our engineers and the described fault can be replicated.
- 6.5. Any returned item not found to be faulty will be returned back to you at your expense and no credit shall be issued;
- 6.6. We reserve the right to charge an appropriate restocking charge, but it is your responsibility to look after and insure any items you may want to return to us. We reserve the right to charge for any damaged or missing parts.
- 6.7. We will make refunds by the original payment method which may take up to 30 days.
- 6.8. If you return any items, on which you have received a discount or offer, that discount or offer will no longer apply to the relevant order(s) if you fall below the original discount or offer threshold as a result of returning the item(s).
- 6.9. Where goods or services have been purchased on a sale or return basis or where the manufacturer of goods has agreed to extend a free swap-out of old stock for new, separate terms and conditions may apply for return of goods or some of these returns terms and conditions may be exempted. Any such modifications will only be deemed valid if they have been confirmed in writing by a duly authorised employee of iansyst.

7. Warranties and liability:

- 7.1. In placing an order with us and in us agreeing to supply your order, both parties verify they have the authority to agree to and abide by these Reseller T&Cs.
- 7.2. Standard manufacturer's warranties and guarantees will apply as detailed within the manufacturers' documentation supplied with the PRODUCT or otherwise publicly notified by the manufacturer. The warranties or guarantees will only be valid for the time specified and it is your or your customer's responsibility to keep

proof of your/their time of purchase to show that the warranty or guarantee is still in force.

- 7.3. Liability for any claim will not exceed the price of the items supplied. Please note that any spare parts and accessories are supplied solely for use with items to which they relate.
- 7.4. All trademarks, copyright and intellectual property rights will remain the property of their respective owners.
- 7.5. Neither party has any authority to negotiate in the name of or commit the other party to an obligation in any way.
- 7.6. Nothing in these Reseller T&Cs shall limit the liability of either party for death or personal injury.

8. Risk and title:

- 8.1. Risk of damage to or loss of PRODUCT will pass to you at the time of delivery or if you unjustifiably fail to accept delivery of the order when iansyst has attempted to deliver it.
- 8.2. Title (ownership) of the PRODUCT or PRODUCT licence (in the case of software, in accordance with the PRODUCT licence agreement), will only pass to you (or your customer) upon full payment of the order and any other outstanding payments due to us.
- 8.3. You will ensure that all necessary steps are taken to insure, protect and clearly identify the PRODUCT that are in due care whose title you do not yet own. Until Title of the PRODUCT passes to you, we reserve the right to require the PRODUCT be returned to us within a specified period of time.

9. Prices:

- 9.1. We try to ensure that prices and descriptions are valid, but we do not warrant that they are current or error-free. For this reason we reserve the right to alter prices at any time without notice. Prices exclude Value-Added Tax (“VAT”) unless otherwise indicated and are quoted in Pounds Sterling. The price we charge will be as quoted by us when we accept the order.
- 9.2. We will provide you with discount from the recommended retail price (“RRP”), as detailed in the Reseller Price List, which is available upon request. This requirement does not limit any legal right for you to sell PRODUCT to a customer at a price you determine but we may require that you do not advertise prices below a state minimum for certain PRODUCT items. We reserve the right to change the discount offered without prior notice. All discounts provided to you are at the sole discretion of iansyst and shall be in accordance with these Reseller T&Cs.
- 9.3.

10. Terms of payment:

- 10.1. We will invoice you upon dispatch of the PRODUCT following confirmation of a purchase order.
- 10.2. Unless we have given you credit terms, you will pay for orders in full at the time of order or upon dispatch or upon collection by you, as determined by us. If you pay

by credit card or debit card, we reserve the right to charge you a handling fee to cover transaction charges incurred by us in processing the card payment.

- 10.3. If iansyst has agreed a Reseller credit account, payment will be due within 30 days net of invoice date (“Due Date”). Invoices will be dated the day of dispatch of the order. We reserve the right to alter payment terms, withdraw or alter any credit limit granted at any time without prior notice. Payment is to be made in Pounds Sterling, preferably by electronic banking transfer (details available on request).
- 10.4. If you exceed your credit limit or no longer qualify for credit, we reserve the right to withhold or delay the dispatch of all or part of an order(s), or require prepayment in whole or in part. You shall not set off or withhold any amount due to us without our prior written consent and shall in the event of a bona fide dispute pay any undisputed part of the invoice.
- 10.5. If you fail to make a payment by the Due Date, then without prejudice to any other right or remedy available to us, we shall be entitled to:
 - a) cancel or suspend any deliveries or services to you;
 - b) apportion any payment made by you to us against invoices overdue as we see fit;
 - c) charge interest for late payment outside of agreed terms calculated daily at 4% per annum above Lloyds TSB plc base rate both before and after judgment;
 - d) require the immediate return of goods to us that you have not yet resold.

11. Reseller insolvency or change of ownership:

- 11.1. Where a significant change or threat to the ownership, continued operations or creditworthiness of the Reseller occurs (including but not limited to voluntary arrangements with creditors, or if the Reseller is subject to an administration order, becomes bankrupt or goes into liquidation), you shall inform us immediately. If we determine any such changes through another source and this can be corroborated via recognised sources, the same shall be deemed true. Where such changes or threats to your business becomes apparent, we shall at our sole discretion be entitled to:
 - a) suspend any further deliveries or services to you without any liability to you;
 - b) any delivered goods or services shall become immediately due and payable, unless any agreement exists to the contrary;
 - c) require the immediate return of PRODUCT to us that have not yet been resold by you.

12. Export restrictions:

- 12.1. Unless otherwise agreed in writing, any PRODUCT sold to you can be resold within the United Kingdom only.

13. Configuration and other services:

- 13.1. Where we agree to provide a configuration service, you will take sole responsibility for the components and configuration selected. Also, you will take sole responsibility that selected components and their configuration are suitable for their intended use.

- 13.2. Configuration services will have a warranty of 14 days from the date of shipment to you. Our sole liability will be the repair or at our discretion the replacement of the defective items; such liability will not extend to any damage to the PRODUCT or any alteration made to the configuration set by us. If there is an alleged defect to a PRODUCT, then the Warranty and Returns provisions within these Reseller T&Cs will apply. You must claim for any defective services within 21 days from the date of shipment to you or from the date of receipt, whichever is the sooner.

14. Use of iansyst's websites and your company data:

- 14.1. We make our websites available to help users and Resellers to make informed choices on the best available solutions in the market. We make best efforts to provide this service but make no warranties as to its availability or accuracy.
- 14.2. We collect your company's information for normal trading purposes only and we never disclose this information outside iansyst without prior agreement from you (except where obliged to do so in accordance with our agreements with our suppliers, for credit-checking or credit insurance purposes, or where required by law).
- 14.3. We welcome feedback from our community of users and Resellers alike on our PRODUCT and service. If you send us feedback on our goods and service we will assume you grant us non-exclusive, irrevocable and royalty-free rights to publish and distribute your comments, unless you indicate at time of posting that you either wish them to remain anonymous or for your comments to be excluded from the above.
- 14.4. You may with our prior written permission make use of selected marketing materials and content to help you market the products. We reserve the right to insist on a copyright notice being included with certain content.

15. Force Majeure

- 15.1. Neither party shall be liable to the other nor held in breach of this agreement if a Force Majeure situation arises, which shall include strikes, lock-outs, labour disputes, act of God, war, riot, civil war or fire. In such a situation the party whose performance is affected will promptly give notice to the other and will work with the other party to minimise the effects of such situation and will be excused the performance of this agreement but only for as long as such Force Majeure situation continues.

16. Term and Termination

- 16.1. These Reseller T&Cs shall remain in force until termination or replaced by updated Reseller T&Cs as detailed in clause 1.3.
- 16.2. Both parties may terminate this agreement at any time with three (3) months' notice, including a Force Majeure situation as described in Clause 15.1. Where a material breach has been committed by a party, the other party shall have the right to terminate these Reseller T&Cs with immediate effect.
- 16.3. Upon termination the following clauses shall remain in force after termination: 7.3, 10.5, 12.1 and 17.5.
- 16.4. Upon termination all outstanding payments are to be paid in full.

17. Miscellaneous:

- 17.1. Images of goods are used as a guide only. Please read the full description as we may not be able to refund incorrectly ordered goods.
- 17.2. Under no circumstances are you authorised to use the iansyst logo, trademarks or other associated branding without prior written notice from an Authorised Representative.
- 17.3. We reserve the right to restrict the onward sale of product to your Sub-Resellers for specific PRODUCT.
- 17.4. Any notice to be given under these Reseller T&Cs shall be in writing and addressed to the other party at its registered office or principle place of business or such other address as shall be notified by one party to the other from time to time.
- 17.5. All confidential information, whether stated as such or otherwise by its nature should be deemed confidential, shall remain confidential for a period of 3 years after being disclosed to you, including but not limited to Reseller Price Lists and discount information, unless it can be demonstrated as already existing in the public domain (other than originating from you), or where it is required by law to be disclosed. No disclosure of confidential information shall be made without the prior written authorisation from an Authorised Representative.
- 17.6. No waiver by us of any breach of these Reseller T&Cs by you shall be considered a waiver of any subsequent breach of the same or any other provision.
- 17.7. If any provision within these Reseller T&Cs is held up by any authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Reseller T&Cs and the remainder of the provision(s) in question shall not be affected and will remain in force.
- 17.8. These Reseller T&Cs are governed by the laws of England and the parties submit to the exclusive jurisdiction of the English Courts and these T&Cs will remain in force until subsequent terms and conditions are supplied by us. None of these conditions affect your statutory rights.
- 17.9. Nothing in these Reseller T&Cs shall be deemed to constitute a partnership between any of the parties, or the relationship of employer and employee between the parties.
- 17.10. No other party has any right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999, but this does not prejudice any right which might otherwise exist.
- 17.11. The headings in these Reseller T&Cs are for convenience only and shall not affect its interpretation.

End of iansyst Reseller Terms and Conditions