



BYTESWEB:IT

YOUR ENTIRE IT SOLUTION

STANDARD TERMS AND CONDITIONS

These Terms and Conditions are effective from 1st April 2009 until further notice.

1. DEFINITIONS

"BYTESWEB:IT Ltd, BIT (us, our)" - the Service Provider and/or Product vendor as identified on your quotation, report or invoice.

"You, the Customer" - a person or company buying Services and/or Products from us.

"You, the Consumer" - a private person buying Services and/or Products from us for private use. If you are a Consumer, please find your specific rights and exceptions in Section 18.

"Services" - general services and/or support carried out by BIT and/or its' authorized Service Provider in accordance with the Service Offering.

"Service Provider" - BIT and/or its authorised Service Provider.

"Product" - as described in Quotation and Invoice, may include BIT Services and/or Products and/or 3rd Party Services and/or Products.

"3rd Party Service Offerings and/or Products" - all goods that are not BIT Service Offerings and/or Products.

"Software" - computer operating systems, middleware or applications.

"Integration Material (IM)" - 3rd Party Products and/or Products specified and/or provided by you.

"Invoice" - formal acknowledgment of Services and/or Products ordered by you, sent by BIT.

"Price" - stated in Quotation and Invoice.

2. APPLICATION This Agreement applies to this sale for Services and/or Products provided by BIT. Any variations to this Agreement must be confirmed by BIT in writing and may be subject to price change. Any other Terms and Conditions are excluded. Placing your order means acceptance of this Agreement. This Agreement does not apply to Service and/or Product purchases from a reseller or distributor nor is it a reseller or distribution agreement.

3. QUOTATIONS/ORDERS/CONTRACT Quotations are only valid in writing and during the period that they state. If unstated, the period is 30 days (excluding 3rd Party Services and/or Products). Orders may be received in writing, by Internet, telephone or fax but are only binding when accepted by BIT in an Invoice. Please check the Quotation and Invoice and notify BIT of any mistake in writing immediately or the details stated in the Quotation and/or Invoice will apply to this Agreement. BIT reserves the right to change Services and/or Products supplied (including 3rd Party Services and/or Products) without notification at any time, but BIT guarantees you at least equivalent functionality and performance.

4. PRICE & PAYMENT TERMS Service and/or Product Offering prices, tax, shipment, insurance and installation are as shown on your invoice. Changes to exchange rates, duties, insurance, freight, purchase costs and services may cause BIT to adjust prices accordingly. Payment must be made before provision of Service and/or supply of Product or as detailed on the invoice or, if agreed in writing, within 14 days of the invoice date without further notice from BIT. Payment timing is of the essence. BIT may suspend Services and/or Products until full payment for the order is received. If payment is late, interest at 4% above the current base-lending rate as set by Barclays Bank Plc may be applied per day on the outstanding amount until cleared funds have been received. Additionally, costs of recovery shall be payable by you. Cheques may only be accepted conditionally. All contracts are self-renewing unless written notification of intent to cancel has been received by BIT 30 days prior to renewal date.

5. DELIVERY/TITLE/RISK Delivery by instalments may be made. The place of delivery is stated in the Order Confirmation. Title to Product passes on full payment and until then you must insure and store our goods separately and you may not modify, pledge or sell them. BIT or its' authorized agents may enter the storage premises to repossess the goods. Should you sell them before title passes, you will become BIT's agent and the proceeds of that sale shall be held on our behalf and separately from your general funds. BIT may sue for the Price before title passes. If you refuse delivery without BIT's agreement, you must pay BIT's expenses or loss resulting from that refusal, including storage costs, until you accept delivery. Risk of the loss of the goods passes to you on delivery.

6. ACCEPTANCE When you receive Product you must inspect it for any defects or non-conformity within 7 days. After this period, you will have accepted Product. If BIT agrees to the return of Product at its choosing, it must be in its original condition with packaging, a return note and proof of purchase. The return costs may also be payable by you. Any services, works, repairs or consultancy provided will be deemed as accepted after 7 days after the date of the work unless due notification has been made to us. Any faults, issues and the like thereafter will be deemed as new work and will be subject to charging.

7. WARRANTY Any warranties are provided by 3rd Party Product suppliers and their terms and conditions will apply to all Products provided by BIT. You will receive the warranty or license for these products directly from the manufacturer or licensor.

8. SERVICES will be provided by BIT or authorised Service Provider. Response times are estimates and may vary according to the remoteness or accessibility of location. Service may be provided via telephone or Internet where appropriate. You must allow BIT to examine Products at your or BIT's premises (at our choosing). BIT owns any replaced Product or parts resulting from repair and will charge Customer if these are not returned upon request.

Unless otherwise agreed, the following are excluded from Service: work outside normal working hours (09:00 to 17:00), weekends and public holidays, items excluded from Warranty, changes to configuration, relocation, preventative maintenance, consumables, media, unnecessary work in BIT's assessment, electrical environment, transfer of data or Software, viruses. 3rd Party Products will be repaired according to manufacturer or licensor warranty. Parts not critical to Product function (e.g.: hinges, doors, cosmetic features, frames) may not be serviced within the Service Offering time period.

9. CUSTOMISATION services may be provided by BIT in accordance with Customer's instructions and technical specifications. You will specify and provide IM or BIT may obtain IM at your instruction. BIT will indicate acceptance and/or validation of IM, then will integrate IM into Product. BIT may install customized Product under your instruction or under BIT technical advice, if agreed. BIT will not carry out customization work if it is not technically feasible in our view.

10. LIABILITY BIT does not accept liability for 1) indirect or consequential loss, 2) loss of business profits, salary, revenue, savings, 3) damage remedied by BIT within reasonable time, 4) loss avoidable by you through reasonable conduct, including backing up all data and following BIT's reasonable advice generally, 5) all items excluded from the warranties or by Force Majeure.

11. SOFTWARE is supplied subject to licence and warranty of the Software licensor. BIT encloses the Software licence that you require with the Product where necessary; you must comply with that licence.

12. EXPORT CONTROL You acknowledge that Products may include technology and Software which is subject to EU and US export control laws and laws of the country where it is delivered or used: you must abide by all these laws. Products may not be sold, leased or transferred to restricted or embargoed end users or countries or for a user involved in weapons of mass destruction or genocide without the prior consent of the relevant EU or US government. You understand and acknowledge that EU and US restrictions vary regularly and therefore you must refer to the current EU and US regulations.

13. FORCE MAJEURE BIT is not liable for delays in performance (including delivery or Service) caused by circumstances beyond its reasonable control and will be entitled to a time extension for performance; examples include strikes, terrorist acts, war, supplier, transport, production problems, exchange fluctuations, governmental or regulatory action and natural disasters. If this lasts more than 2 months, this Agreement may be terminated by either party without compensation.

14. CONFIDENTIALITY Each party must treat all information received from the other either marked "confidential" or reasonably obvious to be confidential (e.g. Service Offerings, quotations) as it would treat its own confidential information.

15. TERMINATION BIT may terminate this agreement with immediate written notice if you: 1) fail to pay on time, 2) breach or BIT suspects you have breached any laws. Either party may terminate if the other commits a material or persistent breach of this agreement and fails to remedy this within 30 days of written notice from the other. During the term detailed in your agreement, this agreement may be ended by you giving us thirty days written notice. PLEASE NOTE that if this agreement is terminated by you giving us thirty days written notice during the term, you are liable for and must pay us the remaining total aggregate charges up to the end of the term.

16. YOUR OBLIGATIONS AS A CUSTOMER

You are responsible for:

- Your own choice of Service and/or Product and its suitability for purpose;
- Your telephone & postal charges in contacting BIT, if any;
- Any customization specifications & instructions given by you;
- All IM, its performance, licences, authorisations and any unused IM.

You must provide BIT with all reasonable courtesy, information, cooperation, facilities and access to enable BIT to perform duties, failing which BIT shall not be obliged to perform any Service or assistance. You are responsible for the removal of non BIT-supplied products during Service, the back up and confidentiality of all data and all of your legal and regulatory requirements. Please note that your calls to BIT may be monitored for training purposes.

17. DATA PROTECTION Your data will be held and/or transferred in strict accordance with the applicable data protection laws. You consent to your personal data being transferred to a BIT company outside of the EEA. You may instruct BIT not to use your data for direct marketing purposes.

18. EMPLOYEES BIT reserves the right to change and/or substitute any employees, operatives or representatives without notice.

19. JURISDICTION English law and the exclusive court jurisdiction of the English courts will apply to this Agreement. The Vienna Convention on Contracts for the International Sale of Goods is excluded.

20. MISCELLANEOUS If any part of the Agreement is found to be invalid or unenforceable by a court, the rest is unaffected. BIT may subcontract, assign or transfer its obligations or rights to a competent third party whether in whole or in part. You may not assign or transfer any of your obligations. All notices must be in writing (by hand, email, fax or 1st class post deemed delivered 48 hours after posting) and sent to a legal officer of either party.

21. You can get all BIT policies, Service Offerings, Product details and notices by emailing info@bytesweb.co.uk further details may be available from www.bytesweb.co.uk. Thank you for doing business with BYTESWEB:IT.

