

General Terms and Conditions of Trade

You are registered with us as a business customer and these are the Terms and Conditions of sale that apply to transactions between you and us.

By purchasing any products (the "Product(s)") and by using this Website you acknowledge that you have read and you agree to be bound by and comply with these Terms and Conditions.

1. Definitions and Effect of Conditions

1.1 'The Company' 'TechCommsMedia Consulting Ltd' 'We' 'Us' means TechCommsMedia Consulting Ltd a company registered in England (Company Number 05705053) whose registered office is No 4 The Square Solihull West Midlands B91 3RB

1.2 'Customer' means the third party identified as the customer in this agreement to whom The Company may agree to supply products and / or services with these terms and conditions.

1.3 These Conditions shall apply to and be incorporated into every agreement between The Company and any person, firm or company ("the customer") under which The Company supplies goods or services at the request of the customer.

1.4 These conditions shall supersede all earlier conditions of The Company.

1.5 All orders placed with The Company by the Customer for goods shall constitute an offer to The Company under these terms and conditions, subject to availability of the goods and to the acceptance of the order by an authorized representative of The Company

1.6 These conditions shall take precedence over any conditions of the customer and shall not be varied without the written consent of a Director of The Company.

1.7 References to 'goods' include the supply of any services to be supplied by The Company to the Customer.

1.8 'Agreement' means the agreement between The Company and the Customer for the sale of goods and/or the supply of services.

1.9 'The Web Site' means all web sites owned and operated by The Company

2 General

2.1 SilverMoon Images is a web site owned by The Company

2.2 You are registered with us as a business customer and these are the Terms and Conditions of sale that apply to transactions between you and us.

2.3 By purchasing any products (the "Product(s)") and by using this Website you acknowledge that you have read and you agree to be bound by and comply with these Terms and Conditions.

3. Independent contractor

The relationship between the Supplier and Customer is that of independent contractor. Neither party is the agent of the other, and neither party has any authority to make any contract or make any obligation expressly or impliedly in the name of the other party, without that party's prior written consent for express

purposes connected to the performance of this Agreement

4. Delivery and Despatch

4.1 Any delivery dates quoted whether verbally or otherwise are estimates only and in regard to any such date time shall not be of the essence.

4.2 Delivery of the goods to the customer's address or any other place stipulated by him shall constitute delivery and the risk therein shall pass upon such delivery to the customer.

4.3 The Company shall be entitled to make partial deliveries by instalments and these conditions shall apply to each partial delivery.

5 Frustration (Force Majeure)

The Company will not be deemed to be in breach of any of its obligations under the agreement or otherwise be liable to the customer due to any delay in performing or any failure to perform any such obligations by reason of any cause or event beyond The Company's control (including without limitation breakdown of plant or machinery, strike or industrial, dispute, shortage of materials or failure of or delay in receiving supplies, act of war (whether declared or not). Act of God, or any law regulation of any government or any local or municipal authority. If any such event continues for more than 28 days The Company may terminate the agreement forthwith by written notice to the customer without prejudice to the accrued rights of either party.

6. Prices

6.1 Catalogues, price lists and other advertising literature or material as used by The Company are intended only as an indication as to price and range of goods offered and no prices, descriptions or other particulars contained therein shall be binding on The Company except that written quotes will remain valid for seven days. If a price quoted in writing changes after the Customer has ordered the Products the Customer will be given an opportunity to cancel the order before delivery.

6.2 All prices are given by The Company at the time of the order on an ex-works basis and the Customer is liable to pay for transport, packing and insurance.

6.3 All quoted or listed prices are based on the cost to The Company of supplying the Products to the Customer. If before delivery of the Products there occurs any increase in any way of such costs in respect of Products which have not yet been delivered, the price payable may be subject to amendment, however customers will be notified prior to orders being processed in this event.

6.4 All prices are exclusive of value added tax and any similar taxes. All such taxes are payable by the Customer and will be applied in accordance with UK legislation in force at the tax point date.

7 Payment

7.1 The price is payable on demand but in any case must not be paid later than 30 days from date of invoice.

7.2 The company reserve the right to suspend deliveries where payment is not received in accordance with paragraph 7.1 of this clause or in accordance with any alternative items of payment agreed in writing.

7.3 Where payment is not made in accordance with the terms of paragraph 7.1 hereof the customer shall pay interest on any unpaid amounts calculated at 3%

above Barclays Bank Plc's base rate for the time being in force calculated on a daily basis.

7.4 No cash or other discount is allowed unless agreed in writing.

7.5 If the company is able to deliver some items comprising the goods the subject of an agreement but unable to deliver all such items due to cause beyond its control (including but not limited to the examples referred to in Condition 5 hereof) the customer shall pay for such items as are delivered.

8 Title of Goods

8.1 Even though the goods may have been delivered and the customer may be responsible for any loss or destruction of or damage to the goods and notwithstanding any other provision of these Conditions, the legal and beneficial ownership of the goods will remain with the company until the company has received payment in full of :- (i) all sums payable to the Company in relation to the agreement, and (ii) all other sums due from the customer to the Company when, the sums referred to in (i) are paid, in respect of the supply of any other goods or services.

8.2 Until the customer becomes the owner of the goods in accordance with 7(a) the customer shall :- (i) hold the goods as fiduciary agent and bailee for the company who may, at any time and without prior notice, require the customer to deliver up the goods to the company (whether or not they form part of or are affixed to any other item) and, if it fails to do so immediately enter the premises where the goods may be situated with its representatives and appropriate transport and repossess the goods; (ii) not, except in accordance with condition 7(c), sell, part with possession of, use or do anything else inconsistent with the company's ownership of any the goods and will ensure that they are not affixed to any land or building, are kept separate from any other item, properly stored and protected and clearly identified as the Company's property, and are insured to their full replacement value against all normal comprehensive risks.

8.3 Until ownership of the goods passes to the customer provided that it complies with the agreement the customer may sell the goods in the ordinary course of its full market value.

8.4 After the company has repossessed any goods it may sell them and the proceeds of sale will belong to the company absolutely and the customer will have no right or interest in those proceeds. If the net proceeds received by the company are less than the amount payable to it in relation to the agreement it may recover the balance from the customer.

8.5 The customer will become responsible for any loss or destruction of or damage to any goods on their delivery

8.6 All insurance proceeds receivable by the customer in respect of the goods shall be held in trust by the customer for the company in a separate account and first be applied in or towards discharging any sums payable under the agreement.

8.7 Even if ownership of the goods has not passed to the customer the company may recover all sums payable to it in relation to the agreement.

9. Specification of Products

9.1 The Company will not be liable of any loss or damage caused by or resulting from

any variation for whatsoever reason in the manufacturer's specifications or technical data and will not be responsible for any loss or damage resulting from curtailment or cessation of supply following such variation. TECHCOMMSMEDIA CONSULTING LTD will use its reasonable endeavours to advise the Customer of any such impending variation as soon as it receives any notice thereof from the manufacturer.

9.2 Unless otherwise agreed, the Products are supplied in accordance with the manufacturer's standard specifications as these may be improved, substituted or modified.

9.3 All drawings, descriptive weights, dimensions and the descriptions and illustrations contained in the sales literature and price lists are approximate only and do not form part of this Agreement. In addition, drawings, technical documents issued either before or after the conclusion of this Agreement for the use or information of the Customer and such other information as may be supplied to the Customer including specifications shall not be copied, reproduced or communicated by any third party without the Company's prior written consent.

10 Loss or Damage in Transit

10.1 The company will not be responsible for damage to any of the goods or loss of the goods or part thereof in transit or for any discrepancy between the goods delivered and the contracted goods to the company unless the customer gives written notice of a claim to the company and to the carrier (as appropriate). (i) in the case of damage or discrepancy within 3 days after having received the goods and (ii) in the case of loss or shortage within 3 days of the date of delivery of the other goods under the relevant consignment.

10.2 If applicable the customer will be asked to complete and submit the company's Discrepancy Log form, from which an investigation into the alleged loss, discrepancy or damage will be undertaken. The customer will also be asked to sign a copy of the company's carrier's delivery manifest as acknowledgement of receipt of goods. The customer should inspect the goods carefully as an unqualified signature shall be deemed to signify the customer's acceptance that the goods are in good condition.

11. Proprietary Rights in Software Products

11.1 The Customer hereby acknowledge that any proprietary rights in any third party Software supplied hereunder including but not limited to any title or ownership rights, patent rights, copyrights and trade secret rights shall at all times and for all purposes vest and remain vested in the Third Party Software owner.

11.2 The Customer hereby acknowledges that it is its sole responsibility to comply with any terms and conditions of licence attaching to Third Party Software supplied and delivered by The Company (including if so required the execution and return of a Third Party Software licence). The Customer is hereby notified that failure to comply with such terms and conditions could result in the Customer being refused a software licence or having the same revoked by the Third Party Software owner. The Customer further agrees to indemnify The Company in respect of any costs, charges or expense incurred by The Company at the suit of the Third Party Software owner as a result of breach of such conditions.

12. Returns

Non-defective Products

12.1 Returns of non-defective Products must be made subject to the following:-

- a. prior authority having been obtained from TECHCOMMSMEDIA CONSULTING LTD which will be given at TECHCOMMSMEDIA CONSULTING LTD's sole discretion;
- b. within 30 days of the date of the delivery.
- c. subject to stock rotating policy;
- d. The Products must be properly packed;
- e. The Products must be in saleable condition;
- f. the Products must be accompanied by a detailed packing list;

12.2 TECHCOMMSMEDIA CONSULTING LTD reserves the right to reject any non-defective Products at its sole discretion

12.3 If TECHCOMMSMEDIA CONSULTING LTD nevertheless agrees to accept any non-defective Products returned in a non-saleable condition, TECHCOMMSMEDIA CONSULTING LTD reserve the right to charge the cost to the Customer of bringing the Products to a saleable condition.

12.4 Goods are subject to a 25% restocking charge

Defective Products

12.5 Returns of defective Products to be repaired or exchanged must be made subject to the following:-

- a. Prior authority having been obtained from The Company which will be given at The Company's sole discretion;
- b. The Products must be properly packed;
- c. If no fault was found there would be a minimum charge of £25 levied at The Company's sole discretion.
- d. The Customer will pay for the goods to be delivered to The Company's premises.
- e. The Company will pay for the goods to be delivered to the customer address.

In either case of defective and non-defective Products restocking will be at the discretion of The Company. If The Company agrees to restock a charge of 25% of the value of the Products and the carriage OR £25 and the carriage, whichever is the greater sum, will be charged to the Customer.

13. Warranty

13.1 The Company warrants that it has good title to or license to supply all Products to the Customer.

13.2 In the case of hardware Products only, the Company will use reasonable endeavours to assign the benefit of any manufacturer's warranty to the Customer. If any part of the hardware Products should prove defective in materials or workmanship under normal operation or service (provided such defect is not caused by the Customer not following the instruction manual, not taking care of the Products or using another party to repair the Products other than the Company, its agents or recommended repairers or the manufacturer) then such Products may, at the sole discretion of TECHCOMMSMEDIA CONSULTING LTD, be repaired or replaced, but otherwise the Company will have no liability to the Customer.

13.3 All software Products supplied hereunder are supplied in accordance with clause 10.

13.4 EXCEPT AS SPECIFICALLY SET OUT IN THESE TERMS AND CONDITIONS, THE COMPANY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, AND CONDITIONS

WHETHER EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF DESCRIPTION, DESIGN, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM ANY PREVIOUS COURSE OF DEALING, USAGE OR TRADE PRACTICE.

14. Indemnity and limited liability

14.1 The Company will indemnify the Customer for direct physical injury or death caused by its negligence but otherwise the Company's liability for the supply of Products under any one contract shall be limited as set out in these Terms and Conditions and to £100,000 for any one event or a series of connected events.

15. Termination for cause

This agreement may be terminated forthwith by notice in writing:

15.1 By TECHCOMSMEDIA CONSULTING LTD if the Customer fails to pay any sums due hereunder by the due date notwithstanding the provisions for late payment in clause 7.1.

15.2 If either party fails to perform any of its obligations under this Agreement and such failure continues for a period of 15 days after written notice thereof, by the other party;

15.3 If either party is involved in legal proceedings concerning its solvency, or ceases trading, or commits an act of bankruptcy or is adjudicated bankrupt or entered into liquidation, whether compulsory or voluntary, other for the purposes of an amalgamation or reconstruction, or makes an arrangement with its creditors or petitions for an administration order or has a Receiver or Manager appointed over all of its assets or any other rights or remedies available to it, the other party shall have the right to terminate this Agreement forthwith.

15.4 Any termination of this Agreement pursuant to this clause shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law, and shall not affect any accrued rights or liabilities of either party.

16. Export and/or re-export limitation

If the Products are being sold outside the United Kingdom the Customer takes full responsibility for and will indemnify the Company against any loss it may suffer as a result of the Products or any use to which they are put not being in compliance with local

legal limitations. If such Products are sold on the basis of Incoterms (e.g. 'f.o.b.' or 'c.i.f.') then the implied terms from Incoterms shall prevail where there is any inconsistency with these terms and conditions.

16. Contract

16.1 The headings in this agreement are for ease of reference only and shall not affect its interpretation or construction.

16.2 No forbearance, delay, or indulgence by either part in enforcing its respective rights shall prejudice or restrict the rights that party, and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or any later breach.

17.3 The Customer agrees not to assign any of its rights herein without the prior written consent of the Company

17.4 In the event of these terms and conditions or any of them being judged illegal or unenforceable for any reason, the continuation in full force and effect of them shall not be prejudiced.

17.5 Neither party shall be liable to the other for any delay in or failure to perform its obligation hereunder (other than a payment of money) where such delay or failure results from force majeure, act of God, fire, explosion, accident, industrial dispute or any other cause beyond its reasonable control.

17.6 Any documents or notices given here under by either party to the other must be in writing and may be delivered personally or by recorded delivery or registered post and in the case of post will be deemed to have been given 2 working days after the date of posting. Documents or notices shall be delivered or sent to the addresses of the parties on the first page of this agreement or to any other address notified in the normal course of trading in writing by either party to the other for the purpose of receiving documents or notices after the date of this Agreement.

17.7 The parties do not intend to create any rights for third parties by virtue of entering into this agreement and expressly exclude any rights which would otherwise have arisen by virtue of the Contracts(Rights of Third Parties) Act 1999.

17.8 These terms and conditions, together with any document which specifically refers to them shall form the entire agreement between the parties in relation to its subject matter unless specifically agreed otherwise or varied in writing between the parties.

17.9 Nothing in these Conditions will deprive the purchaser of any rights granted by statute in the United Kingdom

17.9 These terms and conditions shall be governed and construed in accordance with English Law.