

Tomax Technology Ltd. Terms and Conditions

1. IN these Conditions the following expressions shall have the following meanings: (1) "the Company" means Tomax Technology Limited and also where the context permits its assigns and any sub-contractor for the said company. (2) "Goods" means the articles or things or any of them described in the contract or any instalment of the same. (3) "the Buyer" means the person, firm or company with whom the contract is made by the Company whether directly or indirectly through an agent or factor who is acting for or instructed by or whose actions are ratified by such person, firm or company. (4) "Company's Premises" means the premises mentioned in the Company's quotation or other contractual document or if not so mentioned means the Company's premises at Unit 7, Glen Court, Canada Road, Byfleet Surrey KT14 7JL, UK.

2. GENERAL

THESE Conditions shall be deemed to be incorporated in all contracts of the Company to sell Goods and in the case of any inconsistency with any other letter or form of contract sent by the Buyer to the Company or any other communication between the Buyer and the Company whatever may be their respective dates the provisions of these Conditions shall prevail unless expressly varied in writing and signed by a director on behalf of the Company. Any concession made or latitude allowed by the Company to the Buyer shall not affect the strict rights of the Company under the contract. If in any particular case any of these Conditions shall be held to be invalid or shall not apply in the contract the other Conditions shall continue in full force and effect.

3. ORDERS AND QUOTATIONS

(3.1) NOTWITHSTANDING that the Company may have given a detailed quotation, no order shall be binding on the Company unless and until the Company has accepted such order in writing. After placing an order, the Buyer will receive an e-mail acknowledging that we have received your order. This does not mean that your order has been accepted. Your order constitutes an offer to us to buy the relevant good(s) which we are free to accept or decline at our absolute discretion and we will only confirm such acceptance to you by sending you an e-mail headed "Order Placed – Sales order Ref: *****" (where ***** is the order reference number) to the e-mail address you have given. Once we do so, a contract will come into existence between the Company and Buyer. For the avoidance of doubt, any e-mails sent (whether automatically generated or otherwise) by us to you prior to the sending of the Order Confirmation in relation to an order shall not under any circumstances cause the relevant order to be accepted or deemed to be accepted by us.

(3.2) The Company's catalogues, brochures, leaflets, or correspondence are not binding and reasonable variations may be made without notice and Goods so varied shall be accepted as complying with the contract.

(3.3) All quotes shall be without obligation

(3.4) Quotations are supplied as a non technical specification, any specific requirements and technical capabilities need to be communicated at the time of quotation. The Company will endeavour to match requirements with manufacturer's inventory and offer these as potential options. It is the responsibility of the Buyer to confirm on the final products to purchase.

(3.5) Every effort is made to ensure that prices shown on quotations are accurate at the time that you place your order. If an error is found, the Company will not accept your order and will inform you as soon

as possible and offer you the option of reconfirming your order at the correct price or cancelling your order.

(3.6) The Company shall have the right not to accept orders. In that case it must send notice to the Buyer within five working days

(3.7) The contract between the Company and you is subject to your right of cancellation Clause (20.0).

4. PRICES

(4.1) THE prices payable for Goods shall unless otherwise stated by the Company in writing and signed on its behalf be the list price of the Company. Current at the date of despatch and in the case of an order for delivery by instalments the price payable for each instalment shall be the price of the Company current at the date of despatch of such instalment unless otherwise expressly stated to be firm for a period.

(4.2) All prices are exclusive of Value Added Tax this will be charged at the appropriate rate.

(4.3) The description of the goods you order will be as shown as per the manufacturers parts numbers at the time the Company accepts your order. Prices are liable to change at any time but price changes will not affect any orders that the company has accepted.

(4.4) Quotations and orders will be accepted in Dollars, Euros and Pound Sterling. With the currency stated on the Buyers quotes and purchase order. The monthly exchange rate of the Company will be applied to quotes and orders in Dollars and Euro.

(4.5) The Company may, by giving notice to the Buyer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

(4.5.1) any factor beyond the Company's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

(4.5.2) any request by the Buyer to change the delivery date(s), quantities or types of Goods ordered.

(4.5.3) any delay caused by any instructions of the Buyer or failure of the Buyer to give the Company adequate or accurate information or instructions.

(4.6) Unless otherwise agreed in writing between the Buyer and the Company, all prices are given by the Company on an ex works basis. Where the Company agrees to deliver the Goods on behalf of the Buyer, the buyer shall be liable to pay the Company's delivery charge for transport, insurance and duties. Unless agreed by the Company pre delivery. Prices for delivery will be given to the buyer pre shipment of Goods.

5. ADDITIONAL COSTS

(5.1) The Buyer agrees to pay for any loss or extra cost incurred by the Company through the Buyer's instructions or lack of instructions or through failure or delay in taking delivery or through any act or default on the part of the Buyer, its servants or employees.

(5.2) Bank charges, exchange conversion fees applicable to orders are the responsibility of the Buyer. The Company incurring these costs is free to invoice the Buyer for applicable charges relevant to the transaction.

6. PATENTS

(6.1) THE Buyer shall indemnify the Company against all costs, claims and damages incurred or threatened arising out of any alleged infringements of patents, trade marks, registered designs, design

right or copyright occasioned by the manufacture or sale of the Goods made to the specification or special requirements of the Buyer.

7. TERMS OF PAYMENT

(7.1) UNLESS otherwise agreed by the Company in writing, payment for all outstanding invoices is strictly due in full upon receipt of the Goods at the credit terms agreed on the Buyers account.

(7.2) If the Goods are delivered by instalments the Company shall be entitled to invoice each instalment as and when delivery has been made and payment shall be due in respect of each instalment upon delivery notwithstanding non-delivery of other instalments or other default on the part of the Company.

(7.3) If pursuant to the contract the price shall be payable by instalments or if the Buyer has agreed to take specified quantities of Goods at specified times, a default by the Buyer of the payment of any due instalment or the failure to give delivery instructions in respect of any quantity of Goods outstanding shall cause the whole of the balance of the price to become due and payable forthwith.

(7.4) The Buyer shall pay all amounts due under the Contract in full without any deductions or withholding except as required by law and the Buyer shall not be entitled to assert any credit, set-off or counterclaim against the Company in order to justify withholding payment of any such amount in whole or in part. The Company may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Buyer against any amount payable by the Company to the Buyer.

(7.5) The time of payment shall be of the essence of the contract.

(7.6) In the event of queries arising from invoices received, such details must be notified to the Company in writing within 14 days of invoice date. Invoice queries need to be made in writing and sent to accounts@Tomaxtechnology.com . Failure to comply with this condition will render the invoice payable in full when due.

(7.7) If the Buyer fails to make any payment on the due date, the company shall have the right to charge interest of 8% above the Bank of England base rate for all days the invoice remain outstanding. Should we decide instruct debt collecting agent or legal proceeds to recover any outstanding debts, all costs incurred in relation to this will be fully born by the Buyer. The company reserves the right to cancel the contract or suspend any further deliveries to the Buyer.

8. DELIVERY

(8.1) THE period for delivery shall be the period within which the Goods are intended to be despatched from the Company's Premises and shall be calculated from the time of acceptance by the Company of the Buyer's order or from the receipt of all necessary information to enable the Company to manufacture or procure the manufacture of the Goods whichever shall be the later and the Buyer shall take delivery of the Goods within that period.

(8.1.1) The Company shall deliver the Goods to the location set out in the Order or such other location as the parties may agree delivery Location at any time after The Company notifies the Buyer that the Goods are ready; or

(8.1.2) The Buyer shall collect the Goods from the Company' premises as notified to the Buyer or such other location as may be notified by the Company prior to delivery Location within 3 Business Days of the Company notifying the Buyer that the Goods are ready,

(8.2) Delivery of the Goods shall be completed:

(8.2.1) In the case of delivery in accordance with clause 8.1.1, on the Goods' arrival at the Delivery Location; or

(8.2.2) In the case of delivery in accordance with clause 8.1.2, on the completion of loading of the Goods at the Delivery Location (and the Company shall be under no obligation under section 32(2) of the Sale of Goods Act 1979.

(8.3) When the Goods are handed to a carrier for carriage to the Buyer or to United Kingdom port for export any such carrier shall be deemed to be an agent of the Company and not the Buyer for the purposes of Sections 44, 45 and 46 of the Sale of Goods Act 1979. (4) Section 32(3) of the Sale of Goods Act 1979 shall not apply to Goods sent by the Company.

(8.4) All times or dates given for a delivery of the Goods are given in good faith but without any responsibility on the part of the Company. Time of delivery shall not be of the essence of the contract nor shall the Company be under any liability for any delay beyond the Company's control.

(8.5) The Company shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Buyer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods. The Company shall be entitled to deliver the Goods in advance of the delivery dates upon giving reasonable notice to the Buyer.

(8.6) No liability for non-delivery loss or damage to the Goods occurring prior to delivery or for any claim that the Goods are not in accordance with the contract will attach to the Company unless claims to that effect are notified in writing by the Buyer to the Company (and in the case of claims for non-delivery loss or damage with a copy to the carrier if the Company's own vehicles have not been used to deliver Goods).

(8.7) In the event of a valid claim form for non-delivery loss damage or non-compliance with the contract being submitted by the Buyer the Company undertakes at its option to either re-supply or replace the Goods at its expense but shall not be under any further or other liability to any person in connection with such non-delivery, loss, damage, or non-compliance.

(8.8) If the Buyer shall fail to give notice in accordance with clause (7) above, the Goods shall be deemed to be in all respects in accordance with the contract and without prejudice to earlier acceptance by the Buyer it shall be bound to pay for the same accordingly.

(8.9) If for any reason the Buyer is unable to accept delivery of the Goods at the time when the Goods are due and ready for delivery, the Company may at its sole discretion without prejudice to its further rights store the Goods at the risk of the Buyer and take any reasonable steps to safeguard and insure them at the cost of the Buyer, provided that the Buyer shall be immediately informed thereof.

(8.10) If the Buyer fails to take delivery of the Goods within 3 Business Days of the Company notifying the Buyer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Company's failure to comply with its obligations under the Contract, the company may, at its discretion and without limiting any other right or remedy available to the Company:

(8.10.1) store the Goods until actual delivery is permitted by the Buyer and charge the Buyer for the reasonable costs (including insurance) of transportation, storage or suspension; and/or

(8.10.2) sell the Goods at the best price reasonably obtainable and (after deducting all reasonable costs incurred in so doing, including transportation, storage and selling expenses) account to the Buyer for the excess over the price that would have been payable for the goods under the Contract or charge the Buyer for any shortfall below the price that would have been payable under the Contract.

(8.11) The Company may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment.

(8.12) The Company shall ensure that each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Buyer and Company's order reference numbers, the type

and quantity of the Goods (including manufacturer part numbers), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered. In the event of queries arising at the time of delivery, such queries must be notified in writing to the company within 5 days of delivery date to logistics@tomaxtechnology.com. Failure to comply with this condition will render the invoice payable in full when due.

9. RETURNS & RETURNS PROCESS

(9.1) Goods supplied in accordance with the contract cannot be returned without the Company's prior written authorisation which will include the Company issuing the Buyer with a Returns Material Advice (RMA) number. The Company is bound by Cisco's Whole Sale Program with Goods covered by a 30 day warranty from the date of the Company's invoice. The Cisco Wholesale program covers mechanical faults, DOA products, major defects. Cosmetic damage such as dents and scratches are not covered by the manufacturer's warranty policy.

The Company's returns process is set out as follows:

(9.1.1) The Buyer must first contact the Company and request a RMA number and provide some initial details as to the reason why Goods need to be returned.

(9.1.2) The Company will forward an RMA Request Form to the Buyer and this form must be fully completed, signed and faxed back to the Company.

(9.1.3) Providing the completed RMA Request Form has been correctly and fully completed by the Buyer, the Company at its discretion may issue a RMA number in writing.

(9.1.4) Duly authorised returns shall be sent back to Cisco at the Buyer's expense no later than 10 working days after the issuing of the RMA number. Goods returned outside the 10 working day period or goods not returned in their original, unmarked packaging (including inner and outer boxes) along with any cables, manuals and other items may be rejected by Cisco and may require the RMA process to begin again and may invalidate any warranty arrangements offered on the Goods in question.

(9.1.5) All advance replacements will be invoiced and if the faulty product is not returned, this invoice will be due for payment. Advance replacements will be stock dependant and will require sales Director authorisation before Goods are dispatched.

(9.1.6) Cisco will confirm if the goods will be credited or repaired. This will be relayed to the Buyer, with the Company either returning to Cisco for repair or issuing a credit note. Credit notes will only be placed on the Buyer's account once Cisco has issued a credit note authorisation.

(9.2) In the event that the Company, at its discretion (unless the Consumer Protection (Distance Selling) Regulations 2000 apply), agrees to accept the return for credit of unwanted products, the goods must be returned with The Company's prior written agreement within 14 days of delivery. The goods must be unopened and in perfect re-saleable condition. All goods returned in these circumstances (except where the Consumer Protection (Distance Selling) Regulations 2000 apply) will be subject to a handling fee of 15% of The Company sale price for the goods, or £20, whichever is the greater. "Open box" goods may be subjected to a 30% restocking fee, or such fee charged by The Company suppliers, whichever is greater.

10. TITLE AND RISK

(10.1.1) the risk in the Goods shall pass to the Buyer on delivery or when the agents of the Buyer collect the Goods.

(10.1.2) Title to the Goods shall not pass to the Buyer until the Company has received payment in full (in cash or cleared funds) for the Goods.

(10.1.3) until title to the Goods has passed to the Buyer, the Buyer shall: hold the Goods on a fiduciary basis as the Company bailee;

(10.1.4) Store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Company' property;

(10.1.5) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

(10.1.6) notify the Company immediately if it becomes subject to any of the events listed in clause (12.2); and

(10.1.7) give the Company such information relating to the Goods as the Company may require from time to time, but the Buyer may resell or use the Goods in the ordinary course of its business.

(10.8) If, before title to the Goods passes to the Buyer, the Buyer becomes subject to any of the events listed in clause (12.2), or the Company reasonably believes that any such event is about to happen and notifies the Buyer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Company may have, the Company may at any time require the Buyer to deliver up the Goods and, if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them. In the event that the Goods become attached to any item belonging to the Buyer ("the Buyer's Goods"), and the Goods remain in the opinion of the Company's employees and/or agents readily detachable from the Buyer's Product without causing damage to the Buyer's Product, the Buyer hereby grants an irrevocable right to the Company's employees and agents to separate and remove the Goods from the Buyer's Product.

11.0 TERMINATION AND SUSPENSION

11.1 Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect:

(11.1.1) by giving written notice to the Buyer if the Buyer commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 7 days after receipt of notice in writing of the breach.

(11.1.2) by giving the Buyer 30 days' written notice;

(11.1.3) notwithstanding (11.1.1), with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under this Contract on the due date for payment;

(11.2) The Buyer may terminate the Contract by giving The Company not less than 3 months' written notice.

(11.3) Without limiting its other rights or remedies, The Company shall have the right to suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Buyer and The Company if the Buyer fails to make payment of any amount due under this Contract on the due date for payment.

(11.4) On termination of the Contract for any reason:

(11.4.1) the Buyer shall immediately pay to The Company all of The Company' outstanding unpaid invoices and interest and, in respect of Services and/or Goods supplied but for which no invoice has yet been submitted, The Company shall submit an invoice, which shall be payable by the Buyer immediately on receipt;

(11.4.2) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

(11.4.3) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

12.0 CUSTOMER'S INSOLVENCY OR INCAPACITY

(12.1) If the Buyer becomes subject to any of the events listed in clause 12.2, or The Company reasonably believes that the Buyer is about to become subject to any of them and notifies the Buyer

accordingly, then, without limiting any other right or remedy available to The Company, The Company may cancel or suspend all further deliveries under the Contract or under any other contract between the Buyer and The Company without incurring any liability to the Buyer, and all outstanding sums in respect of Goods delivered to the Buyer shall become immediately due.

(12.2) For the purposes of clause 12.1, the relevant events are:

(12.2.1) the Buyer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;

(12.2.2) the Buyer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Buyer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer;

(12.2.3) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Buyer, other than for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer;

(12.2.4) (being an individual) the Buyer is the subject of a bankruptcy petition or order;

(12.2.5) a creditor or encumbrancer of the Buyer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

(12.2.6) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Buyer;

(12.2.7) (being a company) a floating charge holder over the Buyer's assets has become entitled to appoint or has appointed an administrative receiver;

(12.2.8) a person becomes entitled to appoint a receiver over the Buyer's assets or a receiver is appointed over the Buyer's assets;

(12.2.9) any event occurs, or proceeding is taken, with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause (12.2.1) to clause (12.2.8)(inclusive);

(12.2.10) the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business;

(12.2.11) the Buyer's financial position deteriorates to such an extent that in The Company' opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and

(12.2.12) (being an individual) the Buyer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

12.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

13.0 MITIGATION

All mitigation/recovery activities by the Company under the contract between the parties are agreed to be entirely without prejudice to any additional claims it may have against the Buyer for any failure by the Buyer to complete its obligations under the Contract.

14.0 DEDUCTION, SET-OFF OR COUNTERCLAIM

In the event of any of the occurrences referred to in the sub-clause above entitled "Termination of Buyer's Rights" arising, all sums due from the Buyer to the Company shall become immediately due and payable without deduction, set-off or counterclaim.

CONDITIONS AND WARRANTIES

(1) THE contract shall not constitute a sale by description or sample. (2) Any conditions or warranties (whether express or implied by statute common law or otherwise or arising from conduct or a previous course of dealing or trade custom or usage) as to the quality of the Goods or their fitness for any particular purpose is made known expressly or by implication to the Company) or as to the correspondence of the Goods with any description or sample are hereby excluded to the fullest extent permitted by law.

15.0 DEFECTIVE GOODS

(15.1) IN substitution for all rights which the Buyer would or might have but for these conditions the Company undertakes in the case of Goods supplied by the Company that if within the period of 30 days from the date of delivery of the Goods by the Company a serious defect in materials or workmanship appears in them it will at its own discretion either credit to the Buyer in full the price paid by the Buyer to the Company for them or repair them or supply a replacement of the Goods free of charge at the place of delivery specified by the Buyer for the original Goods provided that in any case the defective Goods have been accepted and paid for in full.

(15.2) The Company's obligations contained in the sub-clause (12.2.1) above are subject to: (a) the Goods having been used in an appropriate manner and or as prescribed in the operating instructions (if any). (b) faulty parts being returned to the Company at the Buyer's expense if so requested. (c) the Goods not having been modified or repaired otherwise than by the Company or otherwise interfered with. (d) the Buyer making no further use of the Goods which are alleged to be defective after the time when the Buyer discovers or ought to have discovered that they are defective. (12.2.3) When the Company's liability under this Condition 12 can be fulfilled by the supply of a replacement part it will arrange for delivery and undertake liability for loss or damage in transit or otherwise to the same extent as for the Buyer's original order. Any other costs involved must be borne by the Buyer in order to exercise its right under this Condition 12. The Buyer shall inform the Company within seven days of the date when such defect appeared or ought to reasonably have been discoverable and shall return the defective Goods carriage paid to the Company's premises. (12.2.4) Nothing herein shall impose any liability upon the Company in respect of any defect in the Goods arising out of the acts, omissions, negligence or default of the Buyer, its servants or agents including in particular but without prejudice to the generality of the foregoing any failure by the Buyer to comply with any recommendations of the Company as to storage and handling of the Goods. (12.2.5) When the Goods are for delivery by instalments, any defects in any instalment shall not be a ground for cancellation of the remainder of the instalments and the Buyer shall be bound to accept delivery thereof. (12.2.6) Without prejudice to ANY OTHER PROVISION OF THE CONDITIONS any 12-month or other warranty provided by the Company in respect of the Goods shall be construed so as to oblige the return of Goods under warranty pursuant to the completion of an RMA Request Form and the following by the Buyer of the Company's returns process as set out in Clause 9. (12.2.7) Nothing herein shall have the effect of excluding or restricting the liability of the Company (i) for death or personal injury resulting from its negligence in so far as the exclusion of the same is prohibited by United Kingdom statute (ii) under the Consumer Protection Act 1980 Part 1.

16.0 CONSEQUENTIAL LOSS

THE Company shall not be liable to the Buyer by reason of any representation (unless fraudulent) for any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for loss of profit or for any indirect, special or consequential loss or damage, costs, legal costs, fines, expenses or other claims for compensation whatsoever (whether caused by the negligence

of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods (including any delay in supplying or any failure to supply the Goods in accordance with the Contract or at all) or their use or resale by the Buyer, and the entire liability of the Company under or in connection with the Contract shall not exceed the price of the Goods, except as expressly provided in these Terms.

17.0 LIMITATION OF LIABILITY

SUBJECT as herein before provided the aggregate liability of the Company here under in contract tort or otherwise shall in no event exceed the purchase price of the Goods.

18.0 REPRESENTATIONS

NO statement description information warranty condition or recommendation contained in any catalogue price list advertisement or communication or made verbally or orally by any of the agents or employees of the Company shall be construed to enlarge, vary or override in any way any of these conditions.

19.0 FORCE MAJEURE

NEITHER party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A **Force Majeure Event** means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of The Company or subcontractors.

20.0 CANCELLATION

(20.1) Contracts may not be cancelled except by agreement in writing of both parties and upon the payment to the Company of such amount as may be necessary to indemnify the Company against all loss resulting from the said cancellation. The Company mirrors Cisco's 3 week + discretionary cancellation request procedure, with all requests subject to confirmed cancellation from the manufacturer.

(20.2) To exercise your right of cancellation, you must give written notice to the Company by hand or post, fax or orders@tomaxtechnology.com email, at the address, fax number, giving details of the goods ordered and (where appropriate) their delivery.

(20.3) you have a legal obligation to take reasonable care of the goods while they are in your possession. If you fail to comply with this obligation or if you fail to return the goods to the Company as required, the Company may have a right of action against you for compensation.

(20.4) some orders will be non cancellable due to the nature of the products or special requirements of the order. The Company will specify orders which are covered by this clause and written confirmation will need to be received by the Company to process the order.

21.0 SUB-CONTRACTING

THE Company may assign the contract with the Buyer or sub-contract the whole or any part thereof to any person firm or company

22.0 REMOVED

23.0 HEADINGS

THE headings in these Conditions are intended for reference only and shall not affect their construction.

24.0 LAW

Contracts for the purchase of goods or any dispute or claim arising out of it will be governed by and construed in accordance with the laws of England and Wales. Any dispute or claim arising out of or in connection with such contracts or their formation (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

25.0 ACCEPTANCE

ACCEPTANCE of Goods will be deemed to be acceptance of these terms and conditions.

26.0 COMPLIANCE WITH EXPORT CONTROLS AND OTHER LAWS

26.1 Compliance with Export Control Laws and Regulations; Recordkeeping.

26.1.1 Buyer hereby acknowledges that the Excess Used Products and technology or direct products thereof, including without limitation, any software and/or source code and/or any technology, technical data and technical assistance, service or support, blueprints, plans, engineering designs, specifications, manuals or other instructions obtained from Seller and any of its affiliated companies and subsidiaries ("Products and Technology"), supplied by Seller under this Agreement, are subject to export controls under the laws and regulations of the applicable European countries, as well as the laws and regulations of the U.S., including the Export Administration Act and its implementing Export Administration Regulations ("EAR", 15 C.F.R. Part 730 et seq.) and the sanctions programs administered by the Office of Foreign Assets Control, and any other applicable countries' laws and regulations. Buyer shall comply with such laws and regulations governing export, re-export, transfer and use of Products and Technology and will obtain all required EU, U.S. and local authorizations, permits, or licenses. Seller and Buyer each agrees to provide the other information, support documents, and assistance as may reasonably be required by the other in connection with securing export authorizations and/or producing government required reports. Buyer agrees to institute and maintain an effective internal export compliance program to ensure that its export and re-export activities comply with all applicable laws and regulations and the requirements of this Agreement. To determine the export classification of the Products and Technology, Buyer may use the on-line Cisco tool located at: <http://tools.cisco.comnegal/export/pepd/Search.do>

26.1.2 Buyer hereby certifies that none of the Products and Technology or technical data supplied by Seller under this Agreement will be knowingly sold or otherwise transferred to, or made available for use by or for, any government or military end-users or in any government or military end-use located in or operating under the authority of any country not identified in Supplement No. 1, Country Group A: 1 to Part 740 of the EAR without U.S. or other country's export authorizations. Buyer also certifies that none of the Products and Technology supplied by Seller under this Agreement will be engaged in the design, development, production or use of nuclear, biological or chemical weapons or missiles or is otherwise restricted from receiving Cisco products without U.S. or other country's export authorizations.

26.1.3 Buyer further certifies that none of the Products and Technology supplied by Seller under this Agreement will be knowingly sold or otherwise transferred to, or made available for use by or for, any entity that is identified on any of the Department of Commerce, Department of State, or Department of the Treasury's prohibited persons lists as well as Designated Parties included into lists adopted by local export countries without U.S., EU and other country's export authorizations.

26.1.4 Further, Buyer hereby certifies that none of the Products and Technology supplied by Seller under this Agreement will be knowingly sold or otherwise transferred, or made available for use in any country or location that is subject to UN, U.S. and other applicable countries' embargoes or sanctions, including those administered by the Office of Foreign Assets Control and the regulations contained in 31 C.F.R Part 500, where such activity is prohibited without U.S. and other country's export authorizations. Buyer hereby acknowledges that the countries subject to strict U.S. embargoes include

Cuba, Iran, North Korea, Sudan, and Syria and that the U.S. government from time to time may amend this list. Details of the U.S. prohibitions may be available at the following URLs:

<http://www.treasury.gov/resource-center/sanctions/>

<http://www.bis.doc.gov>

26.1.5 Buyer hereby acknowledges that some Products and Technology are subject to higher export restrictions under the EAR or local country export control laws and regulations based on their export classification and may not be transferred to certain countries or end users, including certain government or military end users. Buyer hereby certifies that none of the Products and Technology supplied by Seller under this Agreement will be knowingly sold or otherwise transferred, or made available for use when its export classification requires additional authorization, without first obtaining such export authorization. Information regarding the export classifications of Products and Technology may be located at the following URL:

http://www.cisco.com/web/about/doing_business/legal/global_export_trade/index.html

To determine the export classification of the Products and Technology, Buyer may use the on-line Cisco tool located at:

<http://tools.cisco.com/legal/export/pepd/Search.do>

26.1.6 Buyer shall assume responsibility for compliance with applicable export laws and regulations, including the preparation and filing of shipping documentation necessary for export clearance, if applicable. This also applies in cases where Buyer requests delivery of Excess Used Products to its forwarding agent or another representative of Buyer in the country of shipment. Buyer agrees not to use any export licenses owned by Cisco.

26.1.7 Buyer agrees to maintain the following records for the time period prescribed by applicable laws and regulations: (a) all delivery documents and export control licenses relating to Products and Technology, and (b) a record of sales, imports, exports and re-exports of Products and Technology in accordance with the Buyer's records retention programs in the appropriate geographies.

26.2 Compliance with Laws, including Anti-Corruption Laws.

In connection with the resale or distribution of Excess Used Products or otherwise in carrying out its obligations under this Agreement, Buyer represents and warrants the following: Buyer will comply with all country, federal, state and local laws, ordinances, codes regulations, rules, policies, licensing requirements, regulations and procedures, including, without limitation, such laws and regulations related to recycling or take-back programs for packaging, resale or use of Excess Used Products, the use of Excess Used Products under telecommunications laws/regulations, the export or reexport of Products and Technology, and all applicable money laundering and anti-corruption laws, including the U.S. Foreign Corrupt Practices Act ("FCPA") (collectively, the "Applicable Laws"). Buyer shall not take any action, fail to take any action, or permit or authorize any action, which may render Seller liable for a violation of Applicable Laws. Upon request, Buyer will require that its own subcontractors, consultants, agents or representatives execute a written FCPA Compliance Statement containing substantially similar representations as are contained in this section. Buyer shall use its best efforts to regularly inform Seller of any requirements under any Applicable Laws that directly or indirectly affect this Agreement.

Company Name:

Directors or authorised signature:

Tomax Technology authorised signature:

Date:
