

TERMS AND CONDITIONS of TRADE

1. INTERPRETATION

In these Conditions:

- "Authorised Representative" means an employee of Brand Logic Europe who has been authorised by the respective board of Brand Logic Europe Limited and who is acting expressly in that capacity. A list of Authorised Representatives will be provided on request;
- "BLE" and "Brand Logic" means the company Brand Logic Europe Ltd trading as Brand Logic Europe (registered in England under number 0579 9191) of Hitherbury House, 97 Portsmouth Road, Guildford, Surrey GU2 4DL and includes we/us/our;
- "Brand Logic Europe Limited Procedures" means the procedures relating to returns and warranty for the time being in force (details of which are available upon request and which form part of these terms);
- "Conditions" means the standard terms and conditions of sale, licence and supply set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between our customers and an Authorised Representative;
- "Contract" means the sale and purchase of P&S;
- "End User" means any person or body to whom P&S are supplied;
- "MBP" i.e. manufacturer bid pricing, means special pricing which a manufacturer may offer subject to conditions which it requires are fulfilled by any or all of Brand Logic Europe our customers and End User;
- "Order Confirmation" means a written confirmation sent by Brand Logic Europe to our customers to confirm acceptance of their order and may in relation to the provision of Services be a Delivery Schedule or Project Plan;
- "P&S" means Product and Services as defined below;
- "Product" means the computer equipment or other goods or third party software which Brand Logic Europe supplies in accordance with these Conditions;
- "Writing" "Written" includes facsimile or electronic transmission (including email) and comparable means of communication;
- "Our customers/you the customer/their" means the buyer of P&S.
- The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. THE CONTRACT

2.1 Brand Logic Europe shall sell and our customers shall purchase P&S in accordance with any order our customers give which is accepted by Brand Logic Europe subject to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions (including their own) even if our customers have contracted or purported to transact on their terms.

2.2 No variation to these Conditions shall be binding unless agreed in writing and signed by an Authorised Representative.

2.3 Save in the case of fraud Brand Logic Europe shall not be liable for any advice or representation provided to our customers before a contract is made unless the advice is in Writing and signed by an Authorised Representative.

2.4 Where there is an error in information provided by Brand Logic Europe we can correct it without any liability on our part and we retain the right to cancel an order in this event.

2.5 The supply of P&S may be subject to external controls e.g. export controls. It is the responsibility of our customers to obtain any necessary consents although Brand Logic Europe will cooperate in this provided our customers the customer meet any expense.

2.6 Our customers shall comply and shall make sure that any End User shall comply with the terms of any licensed third party software.

3. ORDERS AND SPECIFICATIONS

3.1 Our customers may place an order by telephone in Writing or using OTS where available. An order shall be deemed to be accepted by Brand Logic Europe on the earlier of Brand Logic Europe despatch of an Order Confirmation to our customers or by Brand Logic Europe commencing fulfilment of the order. All written communication is recorded and archived.

3.2 Brand Logic Europe may change the specification of P&S where there is no material adverse effect on quality or performance or to comply with applicable safety or other statutory requirement.

3.3 Our customers are responsible for ensuring that no infringement of a third party's intellectual property rights will result from Brand Logic Europe processing P&S in accordance with specifications/instructions given by our customers.

3.4 All information Brand Logic Europe provides on products is based on information from the manufacturer. This is liable to change without notice. Accordingly products will be supplied with the specifications and information current at the time of supply. Any compliance information is passed on by Brand Logic Europe from the manufacturer without liability.

4. PRICE

4.1 The price of P&S shall be Brand Logic Europe's quoted price (whether provided orally or in Writing) or is the price specified via OTS at the time we accept the order. All prices quoted are valid on the day of publication and are subject to change and availability of P&S unless otherwise specified in writing.

4.2 Except as otherwise agreed in writing where Brand Logic Europe agrees to arrange delivery of the P&S we will charge our customers for that delivery. Full details are available on request.

4.3 The price is exclusive of any applicable value added tax, which our customers shall be additionally liable to pay to Brand Logic Europe.

4.4 Brand Logic Europe reserves the right to charge a minimum order fee.

5. MBP

5.1 In certain circumstances Brand Logic Europe may apply MBP to products supplied to our customers provided that:

5.1.1 Our customers obtain and comply with and ensure that End User obtains and complies with any applicable guidelines of the manufacturer relating to the MBP; and

5.1.2 at the request of either Brand Logic Europe or the manufacturer our customers submit and provide and ensure that End User submits and provides documentation in relation to any process carried out for the purpose of verifying that the guidelines have been followed.

5.2 In the event that MBP is not granted or is granted but then revoked as a result of a breach by our customers or End User of clause 6.1 or otherwise, any MBP applied to the products by Brand Logic Europe will cease to apply and:

5.2.1 the full price of the products will be charged; and

5.2.2 Our customers will reimburse to Brand Logic Europe (a) the amount of the MBP if the product has already been paid and (b) any costs imposed on Brand Logic Europe or incurred by Brand Logic Europe including, without limitation, costs relating to compliance and verification under clause 6.1.

6. TERMS OF PAYMENT

6.1 Subject to any agreement in Writing, Brand Logic Europe shall be entitled to invoice our customers (i) for products on the earlier of delivery or notification to our customers that product is available for collection/delivery; (ii) for Services on completion of the SoW and (iii) immediately for any charges under clauses 5.4, 6.2, 7.6, 8.7, 8.8, 10.1 or 10.2. Invoices may be delivered to our customers electronically.

6.2 Our customers shall pay the price of P&S in the currency denoted in the invoice within 30 days of the invoice date (unless a shorter time is agreed in Writing) even if property in P&S has not passed to our customers. Time for payment shall be of the essence. Receipts for payment will not be given unless requested. Brand Logic Europe may at any time demand that our customers make immediate early payment of invoices if we certify that we have reasonable grounds to doubt their continued creditworthiness.

6.3 Payment will only be effective once Brand Logic Europe bank account is irrevocably credited with the amount due.

6.4 If our customers the customer or any company in their group (if appropriate) fail to pay on time or breach any other provision of this or any other contract with Brand Logic Europe or if there is default under Condition 13.2 then our customers shall be deemed to have repudiated each contract and we shall be entitled to exercise our rights under Conditions 9.4 and/or 13.1 and appropriate any payments made by our customers against any outstanding invoices as we may think fit (notwithstanding any purported appropriation by our customers). Statutory interest (and costs incurred in collecting debts) will be charged on overdue invoices as provided by statute under the Late Payment of Commercial Debts (Interest) Act 1998 or subsequent legislation. Such interest shall be charged from the date the invoice was due for payment until payment (both before and after any judgement, unless ordered otherwise). Interest will be compounded on the first day of each calendar month.

6.5 Our customers have no rights to withhold payment by reason of any alleged breach of warranty or other obligation of Brand Logic Europe. In such circumstances their sole remedy are the provisions set out in Condition 10. Our customers also have no right to set off payments due.

7. DELIVERY, ACCEPTANCE AND CANCELLATION

7.1 All products shall be delivered ex works from Brand Logic Europe's shipping point /distribution centre unless otherwise agreed in Writing.

7.2 Any dates quoted for delivery are approximate only and Brand Logic Europe shall not be liable for any delays howsoever caused. Subject to 8.3 and unless agreed otherwise in Writing time for delivery shall not be of the essence. Products may be delivered by Brand Logic Europe in advance of the quoted delivery date subject to written confirmation.

7.3 Subject to agreement products may be delivered in instalments in which case each delivery shall constitute a separate Contract and any rights which our customers may obtain in respect of one Contract shall not apply to any other Contract.

7.4 Any discrepancy in shipment quantity must be notified in Writing to Brand Logic Europe within 48 hours of receipt of products and whenever possible recorded on the proof of delivery paperwork.

7.5 Our customers should refuse to accept damaged products. Failing this damage must be recorded on the proof of delivery paperwork. Within 48 hours of delivery (or attempted delivery) our customers must also provide written notification to us of the damage.

7.6 Acceptance will be deemed to have taken place unless written notice of rejection is received by Brand Logic Europe within 3 working days of delivery. Our customers waive any right to revoke acceptance thereafter.

7.7 Our customers may not cancel an order for products except with the prior written consent of Brand Logic Europe and our customers must indemnify Brand Logic Europe in relation to all losses resulting from such cancellation. If Brand Logic Europe agrees to a cancellation we may impose a cancellation fee. Brand Logic Europe's agreement to a cancellation will not bind us on any future request for cancellation.

7.8 If our customers cancel an order for Services prior to their commencement Brand Logic Europe reserves the right to levy a cancellation charge. Where notification is given within the following time periods prior to commencement date as specified in the Order Confirmation the following charges will apply:

7.8.1 100% of price payable where notification within 1 working day;

7.8.2 50% of price payable where notification within 25 working days;

7.8.3 25% of price payable where notification within 60 working days;

7.8.4 Our customers shall pay the price of P&S in the currency denoted in the invoice within 30 days of the invoice date (unless a shorter time is agreed in Writing) even if property in P&S has not passed to our customers. Time for payment shall be of the essence. Receipts for payment will not be given unless requested. Brand Logic Europe may at any time demand that our customers make immediate early payment of invoices if we certify that we have reasonable grounds to doubt their continued creditworthiness.

7.9 Payment will only be effective once Brand Logic Europe's bank account is irrevocably credited with the amount due.

7.10 If our customers or any company in their group (if appropriate) fail to pay on time or breach any other provision of this or any other contract with Brand Logic Europe or if there is default under Condition 13.2 then our customers shall be deemed to have repudiated each contract and we shall be entitled to exercise our rights under Conditions 9.4 and/or 13.1 and appropriate any payments made by our customers against any outstanding invoices as we may think fit (notwithstanding any purported appropriation by our customers). Statutory interest (and costs incurred in collecting debts) will be charged on overdue invoices as provided by statute under the Late Payment of Commercial Debts (Interest) Act 1998 or subsequent legislation. Such interest shall be charged from the date the invoice was due

for payment until payment (both before and after any judgement, unless ordered otherwise). Interest will be compounded on the first day of each calendar month.

7.11 Our customers have no rights to withhold payment by reason of any alleged breach of warranty or other obligation of Brand Logic Europe. In such circumstances their sole remedy are the provisions set out in Condition 10. Our customers also have no right to set off payments due.

7.12 Brand Logic Europe retain the right to charge a fee where payment is tendered by credit card.

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8.8.1 100% of price payable where notification within 1 working day;

8.8.2 50% of price payable where notification within 25 working days;

8.8.3 25% of price payable where notification within 610 working days;

8.8.4 No charge where notification in excess of 10 working days.

9. RISK AND PROPERTY

9.1 Risk shall pass to our customers at the time the product is delivered by Brand Logic Europe in accordance with clause 8.1 above. Brand Logic Europe does not accept any liability for loss or damage caused by a carrier. Once the product is their responsibility our customer must keep it fully insured until they own it. Our customers the customer shall on demand produce evidence of this insurance to Brand Logic Europe. Until the full price for products has been paid Customers shall hold the policy and proceeds of insurance to the extent of the unpaid price on trust for us.

9.2 The ownership of products shall not pass to Customers until we have received in cash or in cleared funds payment in full for the products or any other products sold or agreed to be sold to Customers under this or any other Contract (or any group company of which Customers are part). Customers have no right to pledge, charge, encumber or otherwise dispose of products or any interest therein or purport to do so until Customers own it.

9.3 Until such time as customers own products they shall hold it on behalf of Brand Logic Europe and shall retain possession of it in good order and condition properly stored and protected and identified as Brand Logic Europe's property and shall (in the absence of proof to the contrary) be deemed to deal with it and other like products supplied by Brand Logic Europe on a 'first in first out basis'.

9.4 If there is an event of default under Condition 13.1 then we may write to our customers revoking our consent for our customers to retain possession of, and any express or implied authority to sell use or consume any products which our customers do not own. We can require our customers to deliver products up to us (and our customers shall forthwith do so) failing which we may repossess and in order to do so may enter their premises or that of any third party where the product is or is thought to be without liability for any resulting damage and against the consequences of which our customers shall indemnify Brand Logic Europe and we may resell products.

9.5 No title shall pass in any third party software supplied to our customers.

10. RETURNS AND RECTIFICATION

10.1 Return of products by our customers must be in compliance with Brand Logic Europe Procedures and if our customers fail to comply Brand Logic Europe reserves the right to levy an administration charge (equal to 10% of the products price subject to a minimum of £20). Failure to comply with the Brand Logic Europe Procedures may also invalidate any warranty and in certain cases may result in products being destroyed for which our customers will still be liable to pay. A restocking fee may also be applied.

10.2 No returns will be accepted without a Return Materials Authorisation ('RMA') number which may be issued by Brand Logic Europe at its sole discretion. Returns must be in original manufacturer's shipping cartons complete with all packing materials. All products for return shall be returned freight prepaid by our customers in the manner specified in the RMA.

Our customers must tell us in Writing what they wish us to do with any ineligible returns within seven days of notification of ineligibility. Otherwise we reserve the right to dispose of the products and charge our customers for any costs incurred. We do not accept any responsibility for ineligible returns.

11. WARRANTIES AND LIABILITY

11.1 In the case of defective products, Brand Logic Europe shall pass on to our customers the benefit of any warranty supplied to us by the manufacturer so far as we are able to and provided that our customers comply with Condition 10. Further Brand Logic Europe warrants that any Services provided to our customers (or to an End User

at their direction) will be provided using reasonable skill and care and as far as possible in accordance with the SoW. The above warranty excludes all other warranties and/or representations relating to the P&S.

11.2 Brand Logic Europe shall be under no liability (a) in respect of any defect in any P&S supplied arising from any drawing design End User requirement or specification supplied by our customers or End User (b) for any loss of damage to or disclosure of data either contained in products returned to Brand Logic Europe or arising from the supply of Services by Brand Logic Europe (and it is their responsibility to take all adequate backup And confidentiality precautions) (c) in respect of any defect arising from fair wear and tear wilful damage negligence abnormal working conditions or failure to follow instructions given by us or the manufacturer or (d) if the total price for products has not been paid by the due date for payment.

11.3 Where Brand Logic Europe is providing P&S to our customers or an End User they are solely responsible for determining our customer's or the End User's requirements and for ensuring that P&S is satisfactory for the purpose for which it is required and has overall sufficient functionality and compatibility. Where our customers fail to do this any assessment made by Brand Logic Europe shall be accepted as binding between our customers and Brand Logic Europe.

11.4 Our customers shall ensure that (a) warranty claims are validly made (b) no products returned to Brand Logic Europe contains any viruses or defects (c) all warning labels and instructions applicable to products are not tampered with and/or removed before such products are sold on or otherwise transferred (d) all serial numbers of products are recorded and that proper records are kept to enable products to be traced to any third party and (e) we are allowed reasonable access to such records.

11.5 Save in the case of death or personal injury due to our negligence, the extent of our liability to our customers for being in breach of contract or tort shall be limited to the amount paid to and retained by us under the Contract and we shall not be liable to our customers for any indirect consequential or economic loss or damage (whether for loss of profit or otherwise), which arises out of or in connection with the supply of P&S or the use or resale by our customers of P&S except as expressly provided in these Conditions.

11.6 Without limiting the generality of the foregoing, in submitting each order our customers shall be deemed to represent and warrant that our customers are in the business of dealing in, or manufacturing, assembling or configuring computer hardware, software or related products and that our customers have sufficient expertise and qualifications to form their own assessment of the qualities and characteristics of P&S (including without limitation their merchantability fitness for required purpose compatibility with other products compliance with standards and networkability, as appropriate).

11.7 Brand Logic Europe is entitled to treat as conclusive any representation from a person who is or appears to be our customers employee representative or agent and in Brand Logic Europe's reasonable opinion has the requisite authority. This includes but is not limited to the placing of orders using OTS.

11.8 Where any loss is sustained to the property of Brand Logic Europe or its employees subcontractors or agents while on our customer's or the End User's premises through the negligence or default of our customers or the End User then our customers will be wholly liable for any loss incurred.

12. INDEMNITY

If our customers breach any of these conditions and this causes Brand Logic Europe any loss or damage then they shall fully indemnify Brand Logic Europe against the same. It is agreed that such breaches shall include those of clauses 2, 3.6, 4.3, 6, 10, 11.4 and 14.

13. EVENTS OF DEFAULT

13.1 If an event of default occurs Brand Logic Europe can without prejudice to any other right or remedy available to it send notice to our customers in Writing to (a) terminate or cancel the Contract and to cancel the licence to use any third party software (b) suspend any further deliveries or provision of P&S (c) suspend any warranty or other support for any P&S we have supplied (d) demand that any sums owed by our customers are immediately due and payable (e) set off any amounts on any account whatsoever and (f) exercise our rights under Condition 9.4.

13.2 An event of default will take place if (a) our customers make any voluntary arrangements with their creditors or become subject to an administration order or (being an individual or firm) become bankrupt or (being a company or partnership) go into any form of liquidation, winding up, dissolution or insolvency procedure (otherwise than for the purposes of amalgamation or reconstruction) or anything analogous to the foregoing occurs in relation to our customers in any jurisdiction (b) someone takes control of all or part of their assets (c) our customers cease or threaten to cease to carry on business (d) Brand Logic Europe reasonably apprehends that any of the events mentioned above is about to occur and notifies our customers accordingly or (e) Brand Logic Europe becomes entitled to exercise any of our rights under Condition 7.4.

14. CONFIDENTIAL INFORMATION

14.1 All information which comes to the knowledge of either of us concerning the other's respective operations including but not limited to price specific information supplied by Brand Logic Europe to our customers shall be treated as confidential. It must not be disclosed to any third party without the prior consent in Writing of the party to whom the information relates unless the information was (a) known beforehand (b) becomes publicly available through no breach of confidentiality (c) is received in good faith from a third party who has no obligations of confidence in respect of such information or (d) is required to be disclosed by a court of law or similar body.

14.2 Notwithstanding 14.1 we may make such enquiries and obtain references from or provide information about our customers to any trade supplier credit reference agency financial institution or to our advisers.

15. GENERAL

15.1 Any notice required or permitted to be given under these Conditions shall be in Writing addressed to the receiving party at its registered office or principal place of business. Any signature given by way of electronic signature shall be deemed by the receiving party to have been given by the signatory at the time represented and to be binding upon that party.

15.2 Neither of us will be liable to the other for any delay or failure under the contract (apart from their failure to pay) if the delay or failure was due to force majeure or any cause beyond reasonable control.

15.3 If we waive their breach of any provision of any Contract that will not be treated as a waiver of any other or subsequent breach of the same or any other provision of that or any other Contract. Brand Logic Europe's rights

under these Conditions are in addition to any other rights which Brand Logic Europe may have under the general law or otherwise. If the customers comprises two or more persons, their obligations are joint and several.

15.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

15.5 None of these terms are enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person/party who is not a party to the Contract.

15.6 These Conditions and all Contracts shall be governed by and construed in accordance with English law SAVE THAT in the case of product to be delivered by us or our customers to premises in Scotland these conditions shall be governed by Scottish law.

15.7 Any special terms for P&S to be supplied outside the United Kingdom shall be specified in the Order Confirmation.

2 January 2007