



1. Definitions

- 1.1 "Company" means the customer placing an order for Goods with Matrix IT Solutions Limited or any authorised agent it appoints to operate on its behalf.
- 1.2 "Matrix" means Matrix IT Solutions Limited, its trading divisions, subsidiaries or associated companies.
- 1.3 "Goods" means all equipment, software or services that are to be supplied to the Company by Matrix under these conditions.

2. Orders

- 2.1 There shall be no binding agreement between the Company and Matrix until the Company's order has been accepted in writing by Matrix. Any prior indications by Matrix shall be provisional only.
- 2.2 All orders are accepted subject to the availability of Goods and to these Conditions. No terms or conditions put forward by the Company shall be binding on Matrix.
- 2.4 The Company accepts that these Conditions and any specific details stated on its accepted order constitute the entire undertaking between the two parties and supersede any prior promise, representation, undertaking or understanding of any kind.
- 2.5 If the Company requests a change or cancellation of an order Matrix reserves the right to reject the change or cancellation or accept it and charge an additional 5% of the original order value.
- 2.6 For items not normally stocked by Matrix and ordered specifically for the Company no cancellation will be accepted. Any such items will be held by Matrix at the Company's risk and the Company shall insure accordingly.

3. Prices

- 3.1 Unless otherwise agreed in writing the Goods shall be sold and invoiced at Matrix's current price at the date of dispatch. Catalogues, price lists, videos and other advertising material are provided for illustrative purposes only.
- 3.2 Unless otherwise agreed in writing prices do not include delivery and taxes (If any) and such costs shall be payable by and invoiced to the Company.
- 3.3 All quotations are valid only for fourteen (14) days or until the date given.
- 3.4 All quotations and prices based on details provided by the Company do not apply where the Company alters the details on which such quotations and prices are based. Matrix reserves the right to charge for any omission or additional cost arising from the provision of inaccurate or insufficient information by the Company and to revise prices to take into account increases in any costs of providing the Goods which occurs between the date of the quotation and delivery.
- 3.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of order, invoice or document or information produced by Matrix shall be subject to correction without any liability on the part of Matrix.

4. Delivery

- 4.1 Delivery shall be to the place specified in the Company's order or, if none is specified to the Company's premises.
- 4.2 Matrix will deliver as close as possible to the delivery premises as access permits and to the ground floor only of such premises. The Company shall provide at its own expense the labour for unloading and the Company shall unload with reasonable despatch. Where such labour is not available Matrix reserves the right to charge the cost of labour in unloading. Damage caused due to inadequate delivery access or careless unloading shall be at the Company's risk.
- 4.3 Dates and times quoted by Matrix are estimates only and any delay in meeting delivery dates shall not give rise to a right to cancel the order or to claim damages.
- 4.4 The Company shall note any claim for short delivery and/or damage to components or packaging on the delivery schedule at the time of delivery and shall confirm such claims in writing to Matrix within seven (7) days from the date of delivery. All Goods are deemed delivered, accepted and completed if such notice is not received within such period.
- 4.5 Matrix reserves the right to make part deliveries. Any request by the Company for Matrix to delay or split delivery may result in any additional costs incurred by Matrix being payable by and invoiced to the Company. Any Goods so held shall be at the risk of the Company, which is responsible for insuring accordingly.
- 4.6 Subject to Clause 4.5 risk in the Goods shall pass on delivery or collection by the Company or its agent.

5. Payment

- 5.1 If the Company is not an account holder approved in writing by Matrix all invoices are payable before delivery of the Goods or immediately following submission of a pro forma invoice from Matrix whichever is earlier.

- 5.2 If the Company is an approved account customer at invoices are payable net within 14 days of the date of invoice.
- 5.3 Time is of the essence with regard to payment of any sums due to Matrix.
- 5.4 The Company shall not be entitled to withhold payment of any amount due to Matrix in respect of any claim for damage to Goods or any alleged breach of contract by Matrix, nor shall the Company be entitled to any right of set-off.
- 5.5 Without prejudice to Matrix's other rights if the Company fails to pay any amount on the due date:
 - 5.5.1 Matrix shall have the right to cancel any contract made with the Company end/or to suspend deliveries;
 - 5.5.2 Matrix reserves the right to charge interest on a daily basis on overdue amounts at the rate of 4% above HSBC Bank base rate from the date of invoice until payment.
 - 5.5.3 the Company shall indemnify Matrix and keep it indemnified in respect of all costs (including legal fees) reasonably incurred in attempting to recover such overdue amounts;
 - 5.5.4 the whole balance then outstanding to Matrix by the Company on any account whatsoever shall become immediately due and payable.
- 55 Matrix reserves the right to require the Company to pay for Goods in advance and to recharge or refuse discount if the Company fails to maintain credit account arrangements satisfactory to Matrix.

6. Title

- 6.1 Matrix shall retain full ownership of and title to all Goods delivered to the Company or any part thereof unless and until the Company has paid all sums owing to Matrix. Matrix transfers no title or ownership in Goods comprising software (or any other software) to the company or any third party.
- 6.2 While any amount remains outstanding to Matrix from the Company;
 - 6.2.1 the Company shall keep the Goods as fiduciary ballee for Matrix and shall store the Goods separately from its other assets and in a manner that clearly shows that they are owned by Matrix.
 - 6.2.2 the Company shall not pledge or in any way charge by way of security any of the Goods that remain the property of Matrix.
 - 6.2.3 the Company will deliver up or have delivered up to Matrix Goods upon demand and Matrix may without limiting any other rights or remedies available to it at law seize repossess and/or resell Goods at its discretion and in the exercise of such rights Matrix may enter any premises in which it reasonably believes any Goods are located;
 - 6.2.4 the Company may only sell, transfer or otherwise dispose of the Goods to its customers in the ordinary course of its business and in accordance with the provisions of these conditions;
 - 6.2.5 the Company shall take all due care (or ensure that all due care is taken) of the Goods and the Company shall bear the sole liability for insurance of the Goods and shall indemnify Matrix for any loss whatsoever suffered or incurred by Matrix arising out of any failure to insure such Goods.

7. Warranty

- 7.1 The Company acknowledges that Matrix is not the manufacturer of the Goods. Matrix will pass on to the Company such unexpired warranties it receives from the manufacturers of the Goods as are capable of transfer and Matrix's liability shall be limited to such guarantee as it may receive from the manufacturer in particular no warranty is given in respect of the documentation or goods or services not provided by Matrix. Matrix offers a warranty on Goods assembled by Matrix from component parts and details of such warranty will be provided on request
- 7.2 The Company acknowledges that software products are by their very nature susceptible to imperfections in operation and subject to clause 7.1 no warranty is given in respect thereof.
- 7.3 Matrix's obligations and liabilities in respect of the Goods shall be limited to those set out expressly herein and Matrix specifically excludes without limitation the implied conditions of satisfactory quality and fitness to any particular use or purpose. Matrix shall have no liability whatsoever in respect of any advice and/or information which maybe given to the Company by Matrix relating to Goods, configuration or otherwise.
- 7.4 The Company shall ensure that a qualified representative authorised by the manufacturer to offer warranty and maintenance on those Goods performs any warranty and maintenance service performed on Goods.
- 7.5 Without prejudice to clause 7.1 and 7.3 in the event of Matrix being shown to have been negligent in the supply of Goods or the provision of services its liability:
 - 7.5.1 for death or personal injury of any person caused by such negligence, shall be unlimited;
 - 7.5.2 in respect of any defects in or failure of Goods or for the loss or damage attributable thereto or to the negligence of its employees in connection with the performance of their duties hereunder, shall be limited to the making good by replacement or repair of such Goods which upon inspection by Matrix appear to be defective and in any event Matrix's maximum aggregate liability arising in respect of the supply of Goods shall be limited to the original price of such Goods.
- 7.6 Matrix makes no representation and gives no warranty in respect of the sources of origin of manufacture or production of the Goods or part thereof.
- 7.7 The Company is advised to keep in force a maintenance contract in respect of the Goods.



Terms and Conditions of Trading

8. Returns and Trade In Offers

- 8.1 All Goods shall be deemed accepted unless rejected by notice in writing to Matrix within 7 days of delivery or collection of the Goods. Any such notice shall give detailed reasons for such rejection.
- 8.2 Any payment, credit or refund following return of such rejected Goods to the Company shall only be given once the same has been received by Matrix from the manufacturer, supplier or insurer as the case maybe.
- 8.3 Before returning any Goods which have been rejected in accordance with clause 8.1 the Company shall comply with Matrix's returns procedure and in particular but without limitation shall obtain from Matrix a designated return label which will contain an identification number and which shall be affixed by the Company in a prominent position to the packaging of the Goods to be returned. The issue of a return label is solely for administrative purposes and shall not be taken as an admission of any fault and/or liability whatsoever on the part of Matrix in relation to the Goods being returned.
- 8.4 No Goods shall be returned without Matrix's prior approval and Matrix reserves the right to repair Goods rather than accept their return.
- 8.5 Where Goods are returned in connection with a trade-in offer from the manufacturer Matrix will accept such Goods as agent for the Company at the Company's risk and expense.

9. Product Changes

- 9.1 Matrix will use its reasonable endeavours to inform the Company of any alterations made by the manufacturer to the specification of Goods.
- 9.2 Matrix shall be entitled to substitute an alternative product of equivalent functionality and at the same price or to cancel any orders for Goods that have been declared 'end of life' by the manufacturer.

10. Trademarks, Patents and Copyrights

- 10.1 The Company recognises the manufacturer's ownership of and title to all trademarks, service marks, trade name or copyright notice.
- 10.2 The Company will take no action to violate, obliterate, remove, alter, conceal or misuse any such marks, trade name or copyright notice.
- 10.3 The Company will promptly notify Matrix if it becomes aware of any infringement of such intellectual property rights by any third party and shall provide its reasonable assistance to Matrix and/or the manufacturer in connection with any resultant proceedings.

11. Confidential Information

Matrix may from time to time impart to the Company confidential information of a commercially sensitive or technical nature and the Company hereby agrees that it will use such information solely for the purpose of this Agreement and that it shall not disclose such information whether directly or indirectly to any third party.

12. Software Licensing

Matrix shall grant to the Company only such rights in connection with any Goods that are software and the copyright and other intellectual property rights relating thereto as it shall be licensed to grant pursuant to the terms upon which Matrix Is licensed by the owner thereof.

13. Export Controls

The Company acknowledges that the Goods may be subject to U.S., U.K. and other government export controls. Where these apply, it is the Customer's sole responsibility to obtain authorisation from the appropriate authorities before re-exporting the Goods from the country of purchase.

14. Severability

- 14.1 If and to the extent that any provision of any part of these Conditions is deemed to be illegal void or unenforceable for any reason then such provision or part thereof shall be deemed to be severed from the remaining provisions or parts of the relevant provisions all of which remaining provisions shall remain in full force and effect
- 14.2 In particular, should any limitation of Matrix's liability contained in these Conditions be held to be illegal or void or unenforceable under any applicable statute or rule of law it shall to that extent only be deemed severed here from, but, if Matrix thereby becomes liable for any loss or damage, such liability shall be subject to all other relevant limitations contained in these Conditions.

15. Force Majeure

- 15.1 Matrix shall not be liable to the Company on any account whatsoever in the event that Matrix is prevented from fulfilling obligations hereunder due in whole or in part by reason of act of God, war, riots, fires, flood, storms, power failure, reduction of power supplies, mechanical failure or lack or shortage of materials or stock, lockouts cessation of labour, trade disputes or any other cause or circumstance beyond the control of Matrix.
- 15.2 In such event Matrix may at its option either suspend performance or cancel the contract in question or so much of it as remains unperformed without liability for any loss and without prejudice to Matrix's right to receive payment of the price of all Goods previously delivered.

16. Configuration

- 16.1 Matrix will configure and install Goods to the specification provided by the Company at the time of order at such rates as it notifies to the Company.
- 16.2 Matrix will use reasonable care and skill in performing such installation/configuration and will perform such services within a reasonable time.
- 16.3 In the event that the Company changes the specification for such installation/configuration Matrix reserves the right to require payment for implementing such changes at rates notified to the Company.

17. Web-Sites and Domain Names

- 17.1 The Company understands that it has full responsibility for the renewal of any Internet domain names or web hosting facility. Matrix cannot be held responsible for problems arising from reallocation of domain names or loss of Internet presence.
- 17.2 Matrix cannot guarantee that it will be able to register any requested Internet Domain Name and until confirmation of registration is given the Company shall not assume the registration has been effected.
- 17.3 When Matrix acts as the agent of the Company in the registration of Internet Domain Names the contract for any Internet Domain Names registered is solely between the Company and the appropriate Naming Authority.
- 17.4 The Company is bound by the terms and conditions of the appropriate Naming Authority a copy of which will be provided on request.
- 17.5 The Company indemnifies Matrix against all costs claims expenses arising from the content of any web site, e-mail or other electronic communication through a service provided by Matrix to the Company.
- 17.6 The Company indemnifies Matrix against all costs claims expenses arising from a requested Internet Domain Name infringing the rights of any third party.
- 17.7 Matrix provides no warranty and cannot be held responsible for problems arising from a requested Internet Domain Name infringing the rights of any third party.

18. General

- 18.1 All Goods are manufactured for standard commercial use and are not intended to be sold or licensed for use in critical safety systems or in nuclear facilities, other nuclear applications, mass transportation and aviation applications.
- 18.2 The Company may not assign or transfer any of its rights, duties and obligations without the written consent of Matrix.
- 18.3 The Company indemnifies Matrix against all costs claims expenses demanded and penalties suffered or incurred by Matrix as a result of a breach of the Company's obligations under any such agreement, such as but not limited to, sub-licensing of software, copyright and warranty provisions

19 Liability

- 19.1 Matrix shall not in any circumstance whatsoever be liable for indirect or consequential loss including but not limited to loss of profits, loss of data or use and shall have no liability for any claim based upon the combination operation or use of any Goods with equipment, data or programming not supplied by Matrix or based upon a modification of the Goods.

20 Relationship

The relationship between the Company and Matrix shall be as buyer and seller and nothing contained herein shall be deemed to create a partnership or agency.

21 Law

The proper law governing this Agreement shall be English law and the forum for settling any dispute hereunder shall be the English Courts.