

GBICS.COM Limited Terms and Conditions

1. Definitions

[a] In these Conditions:

"Buyer" means the buyer of Goods or Services;

"Conditions" means these terms and conditions of sale, its appendices and includes any special terms and conditions agreed in writing between the Buyer and the Seller;

"Contract" means any agreement for the supply of Goods resulting from a Purchase Order and accepted by the Seller in accordance with Clause 5[b];

"Force Majeure" includes (without limitation) acts of god or government, war, riot, fire, strikes, lockouts, cessation of labour, trade disputes, breakdowns, accidents of any kind or any other cause whatsoever beyond the reasonable control of the Seller (including delay by suppliers);

"Goods" means the goods including any instalment of the goods or any parts of them which the Seller is to supply in accordance with the Contract but shall not include unless otherwise stated any Software;

"Purchase Order" means the Buyer's written order for Goods or Services which MUST have a valid GBICS.COM LTD purchase order number;

"Seller" means GBICS.COM Ltd registered in England and Wales under number 8616173 or as appropriate any of its subsidiaries within the meaning of section 736 Companies Act 1985;

"Services" means the services to be provided by the Seller to the Buyer in accordance with the Contract including, where applicable, any design work or advice on any specification; "Software" means any software which is included in the goods to be supplied by the Seller to the Buyer, and "writing" includes facsimile transmission e-mail and comparable means of communication.

[b] Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

[c] The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Status of Buyer -

The Buyer confirms that it is not dealing as a consumer and that it is buying the Goods for use in its business or the business of a third party end-user.

3. Application of Conditions-

Every Contract shall be subject to these Conditions. Any alternative terms or conditions or any addition or alteration to these Conditions proposed by the Buyer in its Purchase Order or otherwise shall not apply unless they are expressly accepted in writing by the Seller.

4. General-

[a] Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing and addressed to the other party at its registered office or

principal place of business or such other address as may at the relevant

time have been notified to the party giving the notice.

[b] Subject to these Conditions, no failure by any party to exercise any right under any Contract shall be deemed to be a waiver of any party's rights thereunder or under any other Contract save to the extent that such waiver is in writing and signed by an authorised representative of that party.

[c] 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.

[d] Any dispute arising under or in connection with these Conditions shall be referred to arbitration by a single arbitrator appointed by agreement or in default nominated on the application of either party.

[e] These Conditions shall be governed by the laws of England and Wales and the Buyer agrees to submit to the exclusive jurisdiction of the English Courts. If so required by the Seller, the Buyer shall appoint an agent for service of process acceptable to the buyer located in England or Wales.

5. Obligations to supply Goods and/or provide Services -

[a] All quotations given by the Seller must be accepted by the Buyer by way of a Purchaser Order within thirty days starting from the date of the quotation. Quotations are given subject to acceptance of such Purchase Order by the Seller in writing. No Contract shall be concluded until either such acceptance of Purchase Order is given or the Seller proceeds with the fulfilment of the Purchase Order.

[b] The Seller's catalogues, brochures, leaflets or correspondence are not binding and unless specifically provided to the contrary in writing, all specifications, descriptions, photographs, measurements or capacities are approximate only and shall not form part of any Contract or be treated as constituting any warranty, representation or condition in relation to any Goods or Services.

[c] Reasonable variations which do not affect to any material extent the performance of the relevant Goods or Services for the purposes specified by the Buyer may be made to the Services without notice and the Services and/or, as the case may be the Goods, so varied shall be deemed to comply with the Contract.

6. Prices-

[a] The price of the Goods or Services shall be the Seller's quoted price or where no price has been quoted or a quoted price is no longer valid the price listed in the Seller's published price list (or where applicable export price list) current at the date of acceptance of the

Purchase Order. Prices will normally be held for a period of 14 days of the date of the quotation.

[b] The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture, any change in delivery dates, quantities or specifications for the Goods which are requested by the Buyer or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

[c] Except as otherwise stated under the terms of any quotation or any price list of the Seller, and unless otherwise agreed in writing between the Buyer and the Seller, all prices are quoted by the Seller on an ex works basis and the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance.

[d] The price is exclusive of any applicable Value Added Tax (VAT) which the Buyer shall be additionally liable to pay to the Seller.

[e] The price of the Goods includes (where applicable and unless otherwise stated) the licence fee for the Buyers right to use the Software.

7. Terms of payment-

[a] Where credit is given payment is to be made within 30 days of delivery, in the quoted currency, without any deduction, counterclaim or set-off by the Buyer on any account whatsoever.

[b] Where cash discounts are granted VAT is calculated on the discounted price.

[c] All express deliveries are charged extra on all orders regardless of invoice value unless otherwise expressly agreed.

[d] If payment is not made within the agreed credit terms GBICS.COM Ltd reserves the right to charge Interest at 2% per month or part thereof as stated on all invoices, both before and after any judgement, by the Buyer to the Seller on any overdue payments.

[e] If any payment is made in a currency other than the quoted currency, the Buyer shall indemnify the Seller on demand for any shortfall arising from the purchase of the quoted currency with the currency of payment.

[f] If it appears to the Seller that the Buyer may be unable to pay its debts, the Seller shall (without prejudice to any other rights it may have) be entitled to demand adequate assurance of due performance by the Buyer prior to delivery either by payment in cash or by a bank guarantee notwithstanding any terms of payment previously agreed and in the event that the Buyer is unable to provide such assurance the Seller shall be entitled to withdraw from any Contract without incurring any liability. In

such circumstances, all outstanding debts owed to the Seller by the Buyer shall become immediately due and payable regardless of the payment terms.

[g] If (a) the Buyer fails to make any payment under any Contract when due; (b) any distress or execution is levied upon the Buyer's property or assets; (c) the Buyer makes or offers any arrangement or composition with its creditors; (d) the Buyer is a body corporate and any resolution or petition to wind up the Buyer's business (other than for the purpose of amalgamation or reconstruction) is passed or presented; (e) a receiver, administrator, manager or analogous person is appointed in respect of the undertaking, property or assets of the Buyer or any part thereof; or (f) the Buyer is an individual, any grounds arise for the presentation of a petition for a bankruptcy order made under Part IX Chapter 1 Insolvency Act 1986 or any statutory re-enactment or modification thereof or on the presentation of such a petition, the Seller may immediately and without notice, suspend or determine any Contract or any part thereof, stop any Goods in transit, in accordance with Clause 10[c] enter the Buyer's premises to recover any Goods for which payment has not been made in full and be entitled to immediate payment on any issued invoice.

[h] Any invoice outstanding beyond the agreed credit terms could be referred to a debt collection agency and could be subject to a surcharge of 15% plus VAT to cover the collection costs incurred. This surcharge together with all other charges and legal fees will be the responsibility of the buyer and will be legally enforceable.

8. Delivery -

[a] Unless expressly otherwise agreed delivery of the Goods shall be made at the Seller's premises on notification by the Seller that the Goods are ready for collection and the Buyer shall be entitled to collect them at any time thereafter during usual business hours on reasonable notice.

[b] Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods caused by a factor beyond the Seller's reasonable control. Time for delivery shall not be of the essence of any Contract unless previously agreed in writing by the Seller. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

[c] Where the Goods are to be delivered in instalments each delivery shall constitute a separate Contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as repudiated or to cancel any other instalment.

[d] If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions

at the time stated in its Purchase Order for delivery then, without prejudice to any other right or remedy available to the Seller, the Seller may: [i] Store the Goods until actual delivery and charge the Buyer for the reasonable costs thereof, including, without limitation, insurance costs; or [ii] terminate the Contract forthwith and sell the Goods.

9. Software -

[a] Where the Goods include Software, the Seller shall provide to the Buyer either the developers or proprietors licence of the Software where the same accompanies the Software upon the terms, including payment of any licence fee, therein contained or, in the absence of the same, a licence of the Software upon the terms set out in Clause 9[c] below;

[b] Where the Buyer has been supplied with a licence of the Software under Clause 9[a] above, the same must be signed and returned to the Seller within seven (7) days or as otherwise specified in the said licence is a "shrink wrap" licence. If the Buyer fails to sign and return the said licence in accordance with this sub-clause, the Seller reserves the right to withhold release of the Software or, if the same has been delivered, to collect the Software from the Buyer;

[c] In the absence of a developers or proprietors licence and unless otherwise specified, the Buyer, on delivery of the Software, accepts a non-exclusive, non-transferable licence to use the Software upon the terms of these Conditions including the following: (i) the Buyer undertakes not to copy (other than for normal operation of the Goods and except to the extent permitted by law), reproduce, translate, adapt, vary or modify the Software nor to communicate the same to any third party without the Seller's prior written consent; (ii) the Buyer shall use the Software only on the Goods and shall not remove, add to, change or otherwise tamper with any copyright notice, legend or logo appearing in or on the Software or the medium upon which it resides; (iii) such licence shall continue until or unless (A) either party give to the other party one (1) months prior written notice of termination provided that the Seller shall only exercise such right to terminate if the continued use or possession of the Software by the Buyer infringes the developers, proprietors or a third parties rights or where the seller is required by law to do so, or (B) the Seller terminates the licence forthwith if the Buyer fails to comply with any of these conditions including but not limited to breach of copyright or confidentiality. Upon any termination, the Buyer shall return or destroy the Software, as the Seller may direct.

9. Title and Risk -

[a] The ownership of the Goods passes to the Buyer on payment by the Buyer of all monies owing by the Buyer to the Seller on any account whatsoever.

[b] The exercise by the Seller of its rights under Clause 10[c] below shall not prejudice the Seller's right to full compensation or its right to take back at once from the Buyer Goods which are still the Seller's Property.

[c] The Buyer shall store all goods delivered by the Seller for which payment has not been made, in such a way as to be clearly separate and identifiable from the Buyer's other goods and products and the Buyer hereby grants to the Seller, its servants or agents the right to enter on to the Buyer's premises for the purposes of recovering Goods belonging to the Seller.

[d] Notwithstanding the above, if the Buyer sells any Goods delivered in such a manner as to pass to a third party a valid title to the Goods, the Buyer shall hold the proceeds of such sale on trust for the Seller providing that nothing herein shall constitute the Buyer the agent of the Seller for the purposes of any such sub-sale. The Buyer shall not be permitted to sell such Goods after the appointment of a receiver to its property, or after it has been placed in liquidation or administration, or, not being a company, has committed an act of bankruptcy.

[e] The Buyer shall assume the risk of loss or damage to the Goods from the date of delivery and must accordingly rely on its own insurance from that date.

[f] Any Goods supplied to Buyer which are subject to restrictions or provisions imposed by any manufacturer are supplied to the Buyer by the Seller subject to any such restrictions or provisions.

[g] The provisions of the preceding sub-clauses of this Clause 10 do not apply to Software (in which title does not pass and to which the provisions of the relevant licences shall apply).

11. Warranties and Liability-

[a] All Goods are sold subject to the express guarantee or warranty terms specified by the original manufacturer or supplier. The Seller will pass to the Buyer to the extent that it is able to do so, the benefit of such guarantee or warranty relating to the Goods as it may receive from the manufacturer or supplier of the Goods.

[b] Save as expressly provided in these Conditions, the Seller shall be under no liability to the Purchaser under these Conditions, any Contract or otherwise for any loss or damage howsoever caused to the Buyer or any other person including, without limitation, any loss of profit, loss of earnings, damage to property, business interruption, damage to reputation or goodwill or any indirect, special or consequential loss or damage (save in respect of death or personal injury resulting from negligence) and any term, condition or representation to the contrary whether express or implied by statute, common law or otherwise is hereby expressly excluded as far as it is possible to exclude it, save for fraudulent misrepresentation to which this exclusion shall not apply.

[c] Where the Contract relates to the provision of Services the liability of the Seller to the Buyer (i) for any

loss or damage to physical property shall be limited to the insured amount specified in the Contract or, if no such amount is so specified, £2Million GBP and (ii) for any other loss or damage of whatsoever nature and however caused shall be limited to and in no circumstances shall exceed the price paid by the Buyer for the Services.

[d] Where the Contract relates to the supply of Goods the liability of the Seller to the Buyer for any loss or damage of whatsoever nature and however caused shall be limited to and in no circumstances shall exceed the price paid by the Buyer for the Goods.

12. Defective Goods-

[a] The Seller reserves the right at its sole discretion to decide whether any Goods are defective.

[b] Defective Goods will be replaced or rectified by the Seller, as originally ordered, or if rectification or replacement is not practicable, the Seller will credit the value of the Goods at the invoice price.

[c] Claims under Sub-Clause [b] above must be made in writing to the Seller within 7 days of the date of delivery and Goods must be returned in accordance with Clause 15 and the RMA Procedure operated by the Seller from time to time.

[d] The Seller shall not be liable for any loss, damage or expense whatsoever and howsoever arising from any defect save as detailed in Sub-Clause [b] hereof.

[e] Defects discovered in any delivery shall not entitle the Buyer to rescind the remainder of the Contract.

[f] All transport charges incurred in returning or replacing Goods are the responsibility of the Buyer.

13. Damage, Loss in transit-

The Seller shall not be liable in respect of error in delivery, loss, damage or destruction to any Goods during transportation of the Goods to the Buyer's premises unless notice thereof is advised to the Seller by telephone immediately on receipt of the Goods and confirmed in writing within 48 hours. The Buyer shall at the same time notify the carrier in writing of any such error, loss or damage and shall in all cases, where possible, enter a note of the same upon the carrier's bill of lading or other delivery receipt. If by reason of the failure of the Buyer to give any such notice as provided above the Seller is unable to make recovery from the carriers in respect of the error, loss or damage complained of, then the Buyer shall be liable to pay for the Goods as though no such error, loss or damage occurred. No liability for shortages will be accepted by the Seller unless such shortage is noted on the bill of lading or other delivery receipt.

13. Cancellation of Orders before delivery will only be accepted after a written cancellation is accepted by GBICS.COM LTD. Any cancellation is subjected to a minimum of 15% cancellation fee. Once goods have been shipped in fulfilling the order GBICS.COM LTD reserves the right to charge a higher restocking fee between 15% - 30% for non opened

goods. If the goods have been damaged or opened GBICS.COM LTD reserves the right to charge a restocking fee upto the full original price.

15. Force Majeure-

[a] If performance of the Seller's obligations is delayed or hindered by circumstances amounting to Force Majeure the following provisions shall apply:-

[i] The Seller will as soon as reasonably practicable give the Buyer notice of the reasons for the delay or hindrance. However, failure to give such notice will not prevent the Seller relying on the remaining provisions of this Clause, and the Seller will incur no liability for failure to give such notice.

[ii] The Seller's duty to perform shall be suspended for as long as the Force Majeure circumstances continue and the time for performance of the Seller's obligation shall be extended by a period equal to the duration of those circumstances.

[b] If due to Force Majeure circumstances there is a shortage of Goods of a type to be supplied to the Buyer and the Seller's other customers, the Seller may allocate the Goods available to it between its customers on such basis as it thinks fit. In that case:

[i] The Buyer will accept any Goods delivered to it and shall pay the appropriate part of the price for such Goods; and

[ii] If the Force Majeure circumstances continue for longer than 90 days then either party may by notice in writing to the other party cancel the Contract insofar as Goods remain to be delivered thereunder after which the Seller will have no obligation to deliver and the Buyer will have no obligation to accept delivery of the undelivered Goods but the Contract shall remain in force in respect of all Goods delivered prior to such cancellation.

16.RMA Procedure-

If Goods supplied by the Seller prove to be defective within the warranty period an RMA number will be issued by the Seller on notification of a fault and the Buyer shall return the Goods to the Seller in accordance with the RMA Procedure operated from time to time. The Seller will provide details of its RMA Procedure on request. No Goods may be returned except pursuant to the RMA Procedure. No Goods may be returned without an RMA number being shown in the packaging. Goods returned without a valid RMA number displayed will be refused or returned

17. Export Terms -

[a] In these Conditions, "Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning in these Conditions but if there is any conflict between the provisions of Incoterms and these Conditions or the Contract, the latter shall prevail.

[b] Where the Goods are supplied

for export from the United Kingdom the provisions of this Clause 17 shall (subject to any special terms agreed in writing between the Buyer and the Seller) apply notwithstanding any other provision of these Conditions.

[c] The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties thereon.

[d] Unless otherwise agreed in writing between the Buyer and the Seller, the Goods shall be delivered f.o.b. the air or sea port of shipment and the Seller shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.

[e] Unless otherwise agreed in writing between the Buyer and the Seller, the Buyer shall be responsible for arranging for testing and inspection of the Goods at the Seller's premises before shipment. The Seller shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after shipment or in respect of any damage during transit.

[f] Unless Otherwise agreed in writing between the Buyer and the Seller, payment of all amounts due to the Seller shall be made by irrevocable letter of credit opened by the Buyer in favour of the Seller and confirmed by a bank in England acceptable to the Seller or if the Seller has agreed in writing on or before acceptance of the Buyers order to waive this requirement by acceptance by the Buyer and delivery to the Seller of a bill of exchange drawn on the Buyer payable 60 days after sight to the order of the Seller at such branch of the Barclays Bank Plc in England as may be specified in the bill of exchange.

[g] Unless otherwise agreed in writing between the Buyer and the Seller, the Buyer undertakes not to offer the Goods or any part thereof for resale in the United Kingdom or any other country notified by the Seller to the Buyer at or before the time the Buyers order is placed, or to sell the Goods or any part thereof to any person if the Buyer knows or has reason to believe that that person intends to resell the same in any such country.

Please sign below confirming your acceptance of these Terms and Conditions.

Signed

.....
Print Name

.....
Date