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1. DEFINITION

1.1 “Customer” means the party identified as the Customer in this Agreement to whom FREEDOMTECH SOLUTIONS Ltd may agree to supply Products in accordance with these terms and conditions.

1.2 “Supplier” means FREEDOMTECH SOLUTIONS Ltd of 85 Great Portland Street, England W1W 7NL, United Kingdom or any subsidiary or associated company.

1.3 “Products” means goods or services including but not limited to computer hardware and software items to be provided by FREEDOMTECH SOLUTIONS Ltd to the Customer in accordance with these terms and conditions.

1.4 “Third Party Software” means all software owned by or licensed to the Customer from a third party owner (whether or not supplied by FREEDOMTECH SOLUTIONS Ltd and which comprises part of the Products).

2. ORDER ACCEPTANCE

2.1 All orders placed with FREEDOMTECH SOLUTIONS Ltd by the Customer for Products shall constitute an offer to FREEDOMTECH SOLUTIONS Ltd, under these terms and conditions, subject to availability of the products and to acceptance of the order by FREEDOMTECH SOLUTIONS Ltd authorised representative.

2.2 All orders are accepted and Products supplied subject to these express terms and conditions only. No amendment to these terms and conditions will be valid unless confirmed in writing on or after the date hereof by FREEDOMTECH SOLUTIONS Ltd authorised representative.

2.3 It is agreed that these terms and conditions prevail over the Customer’s terms and conditions of purchase unless these latter terms and conditions are amended by FREEDOMTECH SOLUTIONS Ltd in writing and signed by FREEDOMTECH SOLUTIONS Ltd.

3. INDEPENDENT CONTRACTOR

The relationship between the Supplier and Customer is that of Independent Contractor. Neither party is the agent of each other, and neither party has any authority to make any contractor make any obligation expressly in the name of the other party, without that party’s prior written consent for express purposes connected with the performance of this agreement.

4. DESPATCH

4.1 Any time quoted for despatch is to be treated as an estimate only, but despatch may be postponed because of conditions beyond FREEDOMTECH SOLUTIONS Ltd reasonable control, and in



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no event shall FREEDOMTECH SOLUTIONS Ltd be liable for any damages or penalty for delay in despatch or delivery.

4.2 Risk shall pass to the Customer at the time the Products are signed for by the customer.

4.3 If Products have not been received, the Customer must notify FREEDOMTECH SOLUTIONS Ltd within 7 days of the date of the invoice. If proof of delivery is required, this must be requested within 14 days of the date of the invoice.

5. CANCELLATION AND RESCHEDULING

Subject to clause 8.2, any request by the Customer for cancellation of any order or for the rescheduling of any deliveries will only be considered FREEDOMTECH SOLUTIONS Ltd if made at least 12 hours before despatch of the Products, and shall be subject to acceptance by FREEDOMTECH SOLUTIONS Ltd sole discretion, and subject to a reasonable administration charge therefore FREEDOMTECH SOLUTIONS Ltd. The Customer hereby agrees to indemnify FREEDOMTECH SOLUTIONS Ltd against all loss, costs (including the cost of labour and materials used and overheads incurred), damages, charges and expenses arising out of the order and its cancellation or rescheduling.

6. PRICING

6.1 Catalogues, price lists and other advertising literature or material as used FREEDOMTECH SOLUTIONS Ltd are intended only as an indication as to the price and range of goods offered and no prices, descriptions or other particulars contained therein shall be binding on FREEDOMTECH SOLUTIONS Ltd.

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

6.3 All quoted or listed prices are based on the cost to FREEDOMTECH SOLUTIONS Ltd of supplying the Products to the Customer. If before delivery of the Products there occurs any increase in any way of such costs in respect of Products which have not yet been delivered, the price payable may be subject to amendment without notice at FREEDOMTECH SOLUTIONS Ltd discretion.

6.4 All prices are exclusive of Value Added Tax and any similar taxes. All such taxes are payable by the Customer and will be supplied in accordance with UK legislation in force at the taxpoint date.

7. PAYMENT TERMS

7.1 Invoices will be raised and dated by FREEDOMTECH SOLUTIONS Ltd on the date of despatch of the Products. Unless otherwise specifically requested and agreed, invoices will be payable by the Customer 30 days from the date of invoice. Payments which are not received when payable will be considered overdue and remain payable by the Customer together with interest for late payment



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from the date payable at the rate of 4% per annum above the base rate for the time being of the Barclays Bank plc. Such interest shall accrue on a daily basis and be payable on demand after as well as before judgment.

7.2 When all prices, taxes and charges due in respect of the Products and any Products supplied previously to the Customer have been paid in full, title to hardware Products only shall pass to the Customer.

7.3 Notwithstanding despatch and the passing of risk in the Products to the Customer pursuant to Clause 4, or any other provision of these conditions, other property of the hardware Products shall not pass to the Customer until FREEDOMTECH SOLUTIONS Ltd has received cash or cleared funds payment of the price of the Products and all of the Products agreed to be sold FREEDOMTECH SOLUTIONS Ltd to the Customer for which payment is then due.

7.4 Until such time as the property in the Products passes to the Customer, the Customer shall hold the Products as FREEDOMTECH SOLUTIONS Ltd's fiduciary agent and Bailee, shall keep the Products properly stored, protected and insured and identified as FREEDOMTECH SOLUTIONS Ltd property. Until that time the Customer shall be entitled to resell or use the products in the ordinary course of its business, but shall account FREEDOMTECH SOLUTIONS Ltd for the proceeds of sale or otherwise of the Products, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any monies or properties of the Customer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

7.5 Until such time as the property in the Products passes to the Customer (and provided the Products are still in existence and not been resold) FREEDOMTECH SOLUTIONS Ltd shall be entitled at any time to require the Products be delivered to FREEDOMTECH SOLUTIONS Ltd and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Products are stored and repossess the Products.

7.6 The Customer's power of sale or right to use such Products shall immediately cease if an Administrative receiver is appointed over all or any part of its assets or if it adjudicated bankrupt or enters liquidation whether compulsory or voluntary, or if the Customer makes an arrangement with its creditors, or generally becomes unable to pay its debts within the meaning of the Insolvency Act 1986.

7.7 On termination of the Company's power of sale or right to use the Products the Customer will immediately hold the Products to the order of FREEDOMTECH SOLUTIONS Ltd.

7.8 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Products which remain the property of FREEDOMTECH SOLUTIONS Ltd, but if the Customer does so, all monies owing by the Customer to FREEDOMTECH SOLUTIONS Ltd shall (without prejudice to any other right or remedy of the seller) forthwith become due and payable.



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7.9 FREEDOMTECH SOLUTIONS Ltd reserves the right to cease supplies of Products to the Customer at any time. On such cessation of supplies, FREEDOMTECH SOLUTIONS Ltd reserves the right to withdraw any credit facility such that the whole of the Customer's account becomes due for payment forthwith.

8. SPECIFICATION OF PRODUCTS

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

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

FREEDOMTECH SOLUTIONS Ltd reserves the right to increase its quoted or listed price, or to charge accordingly in respect of any orders accepted for Products of non-standard specifications and in no circumstances will it consider cancellation of such orders or the return of such orders.

9. PROPRIETARY RIGHTS IN SOFTWARE PRODUCTS

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

9.2 The Customer hereby acknowledges that it is its sole responsibility to comply with any terms and conditions of licence attaching to Third Party Software supplied and delivered FREEDOMTECH SOLUTIONS Ltd (including if so required the execution and return of a Third Party Software licence). The Customer is hereby notified that failure to comply with such terms and conditions could result in the Customer being refused a software licence or having the same revoked by the proprietary owner. The Customer further agrees to indemnify FREEDOMTECH SOLUTIONS Ltd in respect of any costs, charges or expenses incurred by FREEDOMTECH SOLUTIONS Ltd arising out of the breach or negligent performance by the Customer of any of its obligations.

9.3 NO TITLE OR OWNERSHIP OF SOFTWARE PRODUCTS OR ANY THIRD PARTY SOFTWARE LICENCED TO THE CUSTOMER UNDER THIS AGREEMENT IS TRANSFERRED TO THE CUSTOMER UNDER ANY CIRCUMSTANCES.

10. RETURNS



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10.1 FREEDOMTECH SOLUTIONS Ltd reserves the right to levy an administration charge in respect of the rotation of Products and returns.

10.2 Returns must be made subject to the following:

- (a) Prior authority having been obtained from FREEDOMTECH SOLUTIONS Ltd which will be given at FREEDOMTECH SOLUTIONS Ltd sole discretion;
- (b) Within 14 days of the date of the delivery;
- (c) subject to stock rotation policy;
- (d) The Products must be properly packed;
- (e) The Products must be in a saleable condition;
- (f) The Products must be accompanied by a list;
- (g) The Product is still covered by warranty (see section 11).

10.3 FREEDOMTECH SOLUTIONS Ltd reserves the right to reject any Products which do not comply with the conditions set out in clause 10.2.

10.4 FREEDOMTECH SOLUTIONS Ltd nevertheless agrees to accept any Products returned which are not in a saleable condition, FREEDOMTECH SOLUTIONS Ltd reserves the right to charge the cost to the Customer of bringing the Products into a saleable condition.

10.5 Incorrectly Ordered Goods. Incorrectly ordered Goods are the responsibility of the Customer. The Customer acknowledges that FREEDOMTECH SOLUTIONS Ltd is under no obligation to accept the return of incorrectly ordered Goods.

11. WARRANTY

11.1 FREEDOMTECH SOLUTIONS Ltd warrants that it has good title to or licence to supply all Products to the Customer.

11.2 If any part of the hardware Products should prove defective in materials or workmanship under normal operation or service, such Products will be repaired or replaced only in accordance with any warranty cover or terms as provided by the manufacturer of the Products PROVIDED THAT no unauthorised modifications to the Product or to the system of which the Product forms part have taken place FREEDOMTECH SOLUTIONS Ltd is not responsible for the cost of labour or other expenses incurred in repairing defective or nonconforming parts.

11.3 All software Products supplied hereunder are supplied “as is” and the sole obligation of FREEDOMTECH SOLUTIONS Ltd in connection with the supply of software Products is to use all



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reasonable endeavours to obtain and supply a corrected version from the manufacturer concerned in the event that such software Product should fail to conform to product description

PROVIDED ALWAYS THAT the Customer notifies FREEDOMTECH SOLUTIONS Ltd of any such non-conformity within 90 days of the date of delivery of the applicable software Product.

11.4 If the Products are rejected by the Customer as not being in accordance with the Customer's order pursuant to clause 11.2 or 11.3, FREEDOMTECH SOLUTIONS Ltd will only accept the return of such Products provided that it receives written notification thereof giving detailed reasons for rejection. FREEDOMTECH SOLUTIONS Ltd will not consider any claim for compensation, indemnity or refund under liability, if any, has been established or agreed with the manufacturer and where applicable the insurance company. Under no circumstances shall the invoiced

Products be deducted or set off by the Customer until FREEDOMTECH SOLUTIONS Ltd has passed a corresponding credit note.

11.5 EXCEPT AS SPECIFICALLY SET OUT IN THIS CLAUSE 11, FREEDOMTECH SOLUTIONS LTD DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER

EXPRESS OR

IMPLIED, BY STATUTE OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF DESCRIPTION, DESIGN, SATISFACTORY QUALITY AND FITNESS

FOR A PARTICULAR PURPOSE, OR ARISING FROM ANY PREVIOUS COURSE OF DEALING, USAGE OR TRADE PRACTICE.

12. LIABILITY

12.1 All exclusions and limitations in these Terms and Conditions or any Contract shall only apply so far as permitted by law and in particular nothing shall exclude or restrict liability:

12.1.1 for death or personal injury resulting from the negligence of a party or its employees acting in the course of their employment, or its agents, acting in the furtherance of their duties;

12.1.2 for fraudulent misrepresentation or other fraud;

12.1.3 for any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; or

12.1.4 to the extent prohibited by the Consumer Protection Act 1987.

12.2 The exclusions and limitations of liability contained in these terms and each Contract shall apply regardless of whether the loss or damage was foreseeable or whether the Customer notifies the Supplier of the possibility of any greater loss.



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12.3 Neither party shall in any circumstances be liable to the other for (a) loss of profits; (b) loss of sales or turnover; (c) loss or damage to reputation; (d) indirect loss or damage; (e) consequential loss or damage; or (f) special loss or damage, howsoever arising, and loss includes a partial loss or a reduction in value as well as a complete or total loss.

12.4 Subject to Clause 11.1 the total aggregate liability of the Supplier to the Customer for any claims arising out of or in connection with these terms, the Contract, the Goods and/or the Services, however arising will not exceed (a) up to a limit of £100,000 in respect of damage to tangible property of the Customer and (b) up to the total value of the Contract concerned in respect of other loss or damage.

12.5 The term “however arising” when used or referred to in these Terms and Conditions shall cover all causes and actions giving rise to liability of the Supplier arising out of or in connection with these Terms and Conditions, each Contract, the Goods and/or Services (i) whether arising by reason of any misrepresentation (whether made prior to and/or in these Terms and Conditions or a Contract) negligence, breach of statutory duty, other tort, repudiation, renunciation or other breach of contract, restitution or otherwise; (ii) whether arising under any indemnity; (iii) whether caused by any total or partial failure or delay in supply of the Goods and/or Services or by any defect in hardware, software or materials; and (iv) whether deliberate (but not with malicious intent) or otherwise, however fundamental the result.

12.6 In view of the exclusions and limitations of the Supplier’s liability in these terms, the Supplier recommends that the Customer considers taking out its own insurance in respect of those risks for which the Supplier excludes or limits liability. Additionally, the Customer acknowledges that the price of the Goods and/or Services provided for under the Contract reflects the exclusions and limitations on the Supplier’s liability as set out in this Clause 11, and that the Customer had the opportunity to negotiate variations to the exclusions and limitations, upon the agreement of a higher price. Accordingly, the parties agree that such exclusions and limitations are reasonable in all the circumstances.

12.7 Other than in respect of Clause 11.1, neither party shall have any liability to the other in any respect unless it shall have served notice of the same on the other party within 12 months of the date on which it became aware of the circumstances giving rise to any such claim or the date when it ought reasonably to have become so aware.

12.8. Each provision of this Clause 11, limiting or excluding liability, operates separately and shall survive independently of the other provisions.

13. TERMINATION FOR CLAUSE

This agreement may be terminated forthwith by notice in writing:



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13.1 By FREEDOMTECH SOLUTIONS Ltd if the Customer fails to pay any sums due hereunder by the due date notwithstanding the provisions for late payment as in clause 7.1.

13.2 If either party fails to perform any of its obligations under this Agreement and such failure continues for a period of 14 days after written notice thereof, by the other party.

13.3 If either party is involved in any legal proceedings concerning its solvency, or ceases trading, or commits an act of bankruptcy or is adjudicated bankrupt or enters liquidation, whether compulsory or voluntary, other than for the purposes of an amalgamation or a reconstruction, or makes an arrangement with creditors or petitions for an administration order or has a Receiver or Manager appointed over all or any part of its assets or generally becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, then without prejudice to any other rights or remedies available to it, the other party shall have the right to terminate this Agreement forthwith.

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

14. EXPORT AND/OR RE-EXPORT LIMITATION

Having regard to the current statutory or other United Kingdom government regulations in force from time to time and, in the case of Products manufactured in the United States

of America, to the current export rules and regulations of the United States Department of Commerce in force from time to time and regardless of any disclosure made by the

Customer to FREEDOMTECH SOLUTIONS Ltd of an ultimate destination for any Products, the customer will not export or re-export any Products without first obtaining all such written consents or authorisations as may be required by any applicable government regulations.

15. CONTRACT

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

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

15.3 The Customer agrees not to assign any of its rights herein without the prior written consent of FREEDOMTECH SOLUTIONS Ltd.

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



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

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

16. LAW AND JURISDICTION

16.1 These Terms and Conditions, any Contract, and any non-contractual disputes or claims arising out of it shall be governed by and construed in all respects in accordance with English law.