

Intanexus Ltd - Terms and Conditions of Business

1. DEFINITIONS

- 1.1 Intanexus means Intanexus Limited.
1.2 The "Client" means the other party to the contract.
1.3 The "Contract" means the contract between Intanexus and the Client for the supply of the products or services.
1.4 The "Products" means the subject matter of the contract.
1.5 "Order" means an order placed by the Client in accordance with clause 2.1 hereof.

2. GENERAL

- 2.1 Conditions Prevail.
Contracts, quotations and Orders are entered into, made or accepted subject to Intanexus' Conditions of Contract as herein printed. Intanexus' Conditions of Contract shall not be deemed to have altered, modified or varied save as mutually agreed by both Intanexus and the Client and confirmed in writing by a director of Intanexus. If these conditions differ in any respect from those of any offer made or order placed by the Client this document does not constitute an acceptance of such offer or order by a counter offer. The giving by the Client of any delivery instructions for the products or any part hereof, or any other conduct of the Client in confirmation of the transaction set out on the face hereof shall constitute an unqualified acceptance by the Client of these conditions.
2.2 Titles
The titles of the clauses in these conditions shall be disregarded when interpreting the clauses.

3. QUALITY

- 3.1 Defects apparent on inspection.
Intanexus shall not be liable for defects, damage or deterioration in the Products unless the Client gives written notice to Intanexus of the defects alleged within six months of the date of Product acceptance by the Client. On being so notified Intanexus shall have the right to inspect and test the Products provided that Intanexus does so within twenty working days from the receipt of the Client's notice.
3.2 Extent of Intanexus' liability.
The total liability of Intanexus in respect of all breaches of contract in relation to the Products shall not exceed the difference between the value of the Products in question at the time of delivery and their value as set out in the invoice. Intanexus shall have the option of replacing the Products in question and in such a case the Client shall permit Intanexus to retake possession of the Products originally delivered by Intanexus and shall deliver the replacement goods within a reasonable time. The replacement Products shall be accepted by the Client in substitution of his rights in respect of the Products replaced. In no circumstances shall Intanexus have any liability for any incidental or consequential loss or damage whatsoever and the Client is expected to insure accordingly.
3.3 Consequential loss.
Intanexus shall be under no liability whatsoever for any loss or damage howsoever caused by any defect in any of the products or arising out of or in connection with the operation of any of the Products.
3.4 No withholding or Set-off.
The Client shall not be entitled by reason of any claim against Intanexus to withhold payment of the price of the Products or to claim any right of set-off against any payment due to Intanexus under this or any other contract.
3.5 Warranty Personal
This warranty applies to the original Client only and is not transferable without written permission from Intanexus, such permission not to be unreasonably withheld.
3.6 Warranty Exclusive.
No warranty as to fitness for a particular purpose, even if such purpose is known to Intanexus, or merchantable quality shall apply to the supply of the Products by Intanexus hereunder.

4. DELIVERY

- 4.1 Delay in delivery.
Delivery commitments are entered into in good faith but Intanexus shall not be liable for delay in delivery unless the time of delivery is stated to be guaranteed when its sole liability shall be as stated in the contract.
4.2 Passing of risk.
Unless otherwise specifically agreed in writing and subject to these Conditions all risk of loss or damage to the Products

shall pass to the Client upon acceptance of the Product by the Client.
4.3 Transportation costs.
Unless otherwise specifically agreed in writing, all costs and expenses of transportation shall be paid for by the Client.

5. PART DELIVERY

No defect or default in any part delivery of the Products shall entitle the Client to treat the Contract as repudiated for the balance of the Products remaining to be delivered under it.

6 NON DELIVERY

Any claim for loss or non-delivery must be made by the Client within three days of invoice date. No such claim will be considered by Intanexus unless the signature of the Client on the delivery note is appropriately qualified.

7 PAYMENT

- 7.1 Due Date
The Client shall pay for each instalment of the Products delivered to him as though each instalment was delivered under a separate contract. Where no terms of payment are specified in the contract, the Client shall pay thirty days from the date of the invoice.
7.2 Overdue Payments
Intanexus reserves the right to charge interest and recovery costs on any overdue payment.
7.3 Delayed Delivery
If delivery of any goods is delayed at the request of the Client or due to delays in the delivery of information, data or other necessary resources by the Client to Intanexus, Intanexus shall give notice to the Client when the goods are available for delivery and the Client shall pay for such Products at the end of the month following the month when they receive such notice and the risk in the goods shall pass to the Client on the date of the giving of such notice by Intanexus. The Client shall pay Intanexus' storage costs for such Products.
7.4 No Deduction or Set Off
The Client shall pay all amounts due under the Contract to Intanexus free from all deductions and without set off.

8. INTELLECTUAL PROPERTY RIGHTS

It is agreed that the intellectual property rights in the software developed by Intanexus will remain with Intanexus upon completion of payment. This permits Intanexus to develop and sell software solutions that incorporate components of the system that are common to a range of software implementations.

9 PASSING OF PROPERTY

- 9.1 Legal title to and the beneficial interest in the goods shall not pass to the Client until the Contract (and any other contract made prior to the date of the Contract between the Client and Intanexus) has been paid, provided nevertheless that the Client shall bear the risk of any loss of, damage to, or deterioration of the goods from whatever cause arising after the date of delivery. In the event of the termination of the Agreement by reason of the non-payment by the Client of the price due under the Contract (and any other contract made prior to the date of the Contract between the Client and Intanexus) Intanexus shall have the right to enter the premises of the Client for the purpose of repossessing the Products from the premises and costs to Intanexus of such repossessing shall be a debt immediately due from the Client to Intanexus.
9.2 If products the property of Intanexus are admixed with products that are the property of the Client or are processed with or incorporated therein, the product thereof shall become and/or shall be deemed to be the sole and exclusive property of Intanexus. If goods the property of Intanexus are admixed with products that are the property of any party other than the Client, or are processed with or incorporated therein, the product thereof shall become or shall be deemed to be owned by Intanexus in common with that other party.

10. PRICE VARIATION

Scope of Price

The price payable for the products is that specified for the Products in the Price List, Quotation or other Pricing Schedule current for the date upon which the order for the Products is accepted by Intanexus. VAT will be added to the price at the date of invoice at the rate prevailing at that date. Intanexus reserves the right to make an additional charge for the provision of goods or services not included in the contract specification but requested by the Client after acceptance of a contract. The charge will be subject to a variation limit where agreed in the contract and if this is exceeded then written authority including an agreement on the acceptability of the relevant costs will be required by Intanexus from the Client before the work is carried out.

11. BUYER'S DEFAULT

11.1 Intanexus' Right to Terminate

In addition to any other right it may have, Intanexus may terminate the contract seven days after giving notice to the Client or may so terminate any other contract between it and the Client wholly or in part and may suspend deliveries under the contract or any other contract with the Client and may re-take possession of the Products and may demand prepayment or such security as it may require for the payment of the price of the Products if;

11.1.1 The Client or any parent associated, affiliated or subsidiary company thereof does not pay to Intanexus any sum due to it.

11.1.2 The Client does not provide security of payment as specified in the Contract within a reasonable time.

11.1.3 The Client fails to take delivery of the Products except in accordance with its contractual rights.

11.1.4 Intanexus obtains reports which it reasonably considers to be unfavourable on the financial standing of the Client or if the Client becomes insolvent or has a winding-up resolution or order passed or made or has a receiver appointed of the whole or any part of its debts in whole or in part or has proposed or entered into any composition or arrangement with its creditors or has a bankruptcy order made against it.

11.2 Intanexus' Lien

In addition to its statutory rights, if any of the events set out in Clause 11.1 occurs, Intanexus' will be entitled to a general lien on all goods of the Client in Intanexus possession for the unpaid price of any goods sold and delivered to the Client by Intanexus.

12. IMPORT LICENSES

Intanexus shall use its best endeavours to obtain any necessary import licenses but if it is unable to do so the Contract shall be cancelled without liability to either party (save in respect of products already delivered).

13. CONSEQUENTIAL LOSS

The liability of Intanexus to the Client shall be only as specified in the Contract and it shall not otherwise be liable to the Client in contract or in tort. Liability will not exceed the value of and goods or products specified in the Contract. Intanexus will not be liable for consequential loss.

14. FORCE MAJEURE

Intanexus shall not be liable for delay in performance or the non-performance of any contract, directly or indirectly caused by fire, impact, explosion, adverse weather or movement of the ground, labour trouble or shortage, hostilities, civil disturbance, act of any government, inability to obtain energy or suitable components, manual, equipment, transportation, or services or act of God or other matter arising from causes beyond the control of Intanexus.

15. LAW

These conditions shall be governed by and construed in accordance with the English law.

16. NOTICES

Notices under the Contract shall be served personally or by pre-paid recorded delivery letter post at the address of the party specified in the Contract. A posted notice shall be deemed to have arrived 36 hours after it was posted. Whenever the last day for giving notice falls on a weekend or

Bank Holiday, the time for giving such notice shall be extended to the next working day.

17. CANCELLATIONS

Cancellation of orders, in whole or in part, cannot be accepted without Intanexus' consent in writing and will be accepted on the basis that the Client indemnifies Intanexus in respect of all losses costs and expenses incurred by Intanexus up to the date upon which Intanexus accepts the Client's notice of cancellation.

18. AGREEMENT BETWEEN THE PARTIES

18.1 Entire Agreement

These conditions, together with the Contract, constitute the entire and only agreement between Intanexus and the Client respecting the subject matter hereof. Any representation, affirmation of fact, promise or condition in connection therewith, or custom or usage of the trade not incorporated herein or in the Contract shall not be binding on either party. In particular no drawing, catalogue, advertisement or brochure supplied to the Client and no statement or description made by Intanexus' agent or employees shall be binding on either party.

18.2 Variation of Terms

No waiver, alteration or modification of these Conditions shall be valid unless made in writing and signed by a director of Intanexus.

18.3 International Sales

Where the Contract is between Intanexus and a Client whose place of business is not within the UK, all warranties, terms, stipulations and conditions as to title, condition, fitness for purpose, merchantable quality or otherwise, whether express or implied, shall be excluded.

19. AGENCY

Unless previously disclosed to Intanexus the Client will be deemed to be acting as principle and not as agent.

20. CONDITIONS APPLY TO SUBSEQUENT CONTRACTS

If subsequent to the Contract any contract is made in any manner it shall be a term thereof that these conditions apply to such contract.