

The Terms and Conditions of Beta Distribution PLC (Hereinafter Referred to As the “Company”)

Prices

The price is that contained in any quotation or price list based on conditions ruling at the date thereof. If any increase however arising in cost of merchandise including but without being limited to any increase in the cost of manufacturing or raw materials, labour or transport occurs after such date, the Company shall be entitled (subject to any statute or regulation) to make such addition to the contract price as shall be reasonable in the circumstances.

Payment Terms

30 days net monthly, after the date of submission by the Company of an invoice. Submission means the posting by the Company by ordinary 1st Class post of any invoice to a customer. If any amount remains unpaid after 60 days then all invoices then in existence, whether or not due for payment, become payable. Without prejudice to any other rights it may have the Company is entitled to Charge interest before or after judgement at 3.5% per annum above the current rate of Barclays Bank PLC or such other rate (amending or replacing the same), on overdue payment of any invoice amount or any part thereof.

Value Added Tax

All prices quoted are exclusive of VAT which will be charged at the rate in force at the time of dispatch.

Title of Goods

- (i) Immediately upon delivery to the customer of any goods agreed to be sold by the company to the Company to the customer the customer shall become the bailee thereof and the legal title to the goods shall not pass to the customer unless and until the customer shall have discharged all its indebtedness to the Company in respect of goods. Until all indebtedness is discharged the Company has the right to repossess the goods and reserves license to enter the customer's (or subsequent buyer's) premises for that purpose and the customer shall be deemed to have granted license.
- (ii) Notwithstanding the terms of (i) above, the customer shall be entitled before discharging its obligations to the Company to resell the goods or any of them. Upon such re-sale and without derogating from the Company's other remedies (including its right to trace) the customer shall hold the proceeds of the sale in a separate account upon trust for the Company until such times as all the customer's indebtedness to the Company under any contract of sale entered into between them or otherwise shall be discharged. For the avoidance of doubt the customer hereby acknowledges his fiduciary duty to the Company in respect of his obligation to account to the Company for all or part of the proceeds of sale. Similarly the benefit of any insurance proceeds should the goods become damaged prior to re-sale shall be held on trust for the Company until such time as all the customer's indebtedness to the Company has been discharged.

Divisibility

- a) The Company reserves the right to make deliveries/and or services by instalments and to render a separate invoice in respect of each such instalment.
- b) If the Company exercises its right to make deliveries/and or services in accordance with sub-paragraph (a) above, then delay in the provision of such deliveries/and or services, or failure to deliver any further instalments, shall not entitle the Buyer to reject the contract or the delivery/service of any other instalment or to withhold payment in respect of any instalment previously delivered/served.

Export License Control

Many products sold by the Company are subject to export license control. The customer undertakes to ensure that they comply with the laws in force at the time when reselling the goods, particularly the Export of Goods control order 1994 or any statutory instrument amending or replacing the same.

Short Delivery and Defective or Damaged Goods

Claims for short delivery where the goods do not conform to the delivery note must be made in writing (and initially sent by Fax transmission to the Company) within 48 hours of receipt of the goods. Claims for the defective or damaged goods must be made in writing within 7 days of receipt by the customer.

Return of Goods

The Company is unable to accept the return of merchandise without prior consent of the Company. Before returning merchandise the Company must be notified in writing (and initially by Fax transmission to the Company) with the details included of the merchandise, the invoice number and date. Authorisation for returns, if appropriate, will then be given in writing by the Company. In relation to hardware products authorisation will only be given if the unit is complete with all its accessories, cables, manuals, etc in brand new condition and in all its original pristine packaging. A 15% or £25 handling charge (whichever the greater) may be charged (plus VAT) on returned merchandise.

Product Descriptions

Product descriptions are correct at the time of printing. However these may change without notice after publication and any subsequent change is regretted in advance.

General

- (i) The Company shall not be liable for any failure to perform its obligations when such failure is due to any cause beyond reasonable control.
- (ii) The customer shall indemnify the Company against all costs, charges or expenses including legal fees (on an indemnity basis) which the Company may sustain or incur as a consequence or a failure by the customer to promptly perform its obligations hereunder.

Cancellation

The customer shall be liable for any non recoverable cost incurred by the Company should the customer cancel any order it has placed with the Company. All cancellations must be confirmed in writing (and initially sent by Fax transmission to the Company) within 48 hours of any order being placed with the Company otherwise such cancellation shall be null and void.

Data Protection Act 1998

1. We may transfer information about you to our financiers, who:

- (a) may use, analyse and assess information about you, including the nature of your transactions, and exchange such information with other members of their group of companies and others for credit or financial assessment, market research, statistical analysis, insurance claim, underwriting and training purposes and in making payments and servicing their agreement with us;
- (b) From time to time, may make searches of your record at credit reference agencies where your record with such agencies may include searches made and information given by other businesses; details of their searches will be kept by such agencies but will not be seen by other organisations that make searches;
- (c) may give information about you and your indebtedness to the following:
 - (i) our or their insurers for underwriting and claims purposes;
 - (ii) any guarantor or indemnifier of your or our obligations to enable to them assess such obligations;
 - (iii) their bankers or any advisors acting on their behalf;
 - (iv) any business to whom your indebtedness or our arrangements with our financiers may be transferred to facilitate such transfer;
- (d) may monitor and/or record any phone calls you may have with them, for training and/or security purposes;
- (e) in the event that they transfer all or any of their rights and their obligations under their agreement with us to a third party, may transfer information about you to enable the third party to enforce their rights or comply with the obligations.

2. We will provide you with the details of our financiers on request, including a contact telephone number if you want to have details of the credit reference agencies and other third parties referred to

above from whom they obtain and to whom they may give information about you. You also have a right to receive a copy of certain information they hold about you if you apply to them in writing. However a fee will be payable.