



Terms and Conditions of Sale and Service

Copy Number..... : 1	Document Type..... : Sales
Date..... : 08 January 2009	Reference.....: Terms and Conditions of Sale and Service
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Approved..... : Chris Edwards	Keywords..... : n/a

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1 Definitions

"IRIS Technology" means IRIS Technology Limited of 4 Waterview, White Cross, Lancaster LA1 4XS, its sub –contractors, agents and licensors as the case may be.

"Customer" means the legal entity accepting IRIS Technology' written or oral quotation for the supply of Products or Services or whose order for Products or Services is accepted by IRIS Technology or the party otherwise commissioning the Services in each case as named on the invoice.

"Maintained Products" means hardware, software or peripheral products in respect of which Services are either bundled with the Products or required under a Service Offering selected and ordered by the customer, accepted by IRIS Technology and specified on the Invoice, and such additions or changes thereto as may from time to time be agreed in writing between the parties.

"Invoice" means the document sent by IRIS Technology to the Customer, demanding payment for the Products or the Services and containing recording and evidencing contractual terms relating to the Agreement.

"Service Offering(s)" means the service options offered by IRIS Technology for Maintained Products as published in IRIS Technology' literature.

"Services" means the services to be performed by IRIS Technology pursuant to the Service Offering selected by the Customer

"Price" means the charge for the Products or Services.

"Products" means goods sold by IRIS Technology pursuant to the Agreement as specified on the Invoice.

"Agreement" means a contract for the supply by IRIS Technology to the Customer of the Products and/or the Services incorporating these terms and conditions and the terms of any Service Offerings selected by the Customer.

"Third Party Products" means Products not manufactured or assembled or authored by IRIS Technology and supplied to IRIS Technology by third parties for re-supply by IRIS Technology

2 Products and Services

- 2.1 IRIS Technology shall supply and the Customer shall purchase the Products and/or the Services as principals only, to the intent and with the effect that no other party shall have any rights or obligations, or be entitled to sue or liable to be sued under the Agreement.
- 2.2 The Products and Services are supplied subject to the terms and conditions of this Agreement to the exclusion of any other terms or conditions of the Customer and variations or amendments must be confirmed by IRIS Technology in writing.
- 2.3 The supply of Services will start on the agreed date as shown on IRIS Technology' Invoice.

3 Delivery, Title and Risk

- 3.1 The Products are delivered at IRIS Technology' manufacturing facility or other agreed delivery point.
- 3.2 Manufacturing requirements may cause Products to be delivered by instalments. Delivery dates are approximate.
- 3.3 Risk passes on delivery. Title to Products passes to Customer when full payment is made and IRIS Technology shall be entitled at any time before title passes (without any liability)
 - (i) to terminate Customer's right to use, sell or otherwise deal in Products.
 - (ii) to enter the premises of Customer and re-possess Products or
 - (iii) to use or sell Products

4 Acceptance of Products

Unless Customer shall, promptly after delivery, inspect the Products and notify IRIS Technology in writing of any defects found, the Products shall be deemed to have been accepted on delivery.

5 The Service Offerings

- 5.1 Services are provided in accordance with the provisions contained in the Service Offering selected by the Customer, as shown on the Invoice.
- 5.2 IRIS Technology will use reasonable endeavours to meet relevant response times.
- 5.3 Customer agrees that IRIS Technology shall not be liable for any direct, indirect or consequential issues occurring as a result of IRIS Technology' failure to meet relevant response times except as set out in Clause 11.
- 5.4 The Customer may purchase extended service coverage in accordance with then current IRIS Technology' policy.

6 Exceptions

- 6.1 IRIS Technology shall be under no obligation to supply the Services where, in Iris Technology' reasonable opinion, these are needed because of improper or inadequate installation, use or maintenance, actions or modifications by unauthorised third parties or the Customer, or accidental or wilful damage.
- 6.2 The Services do not include the correction or avoidance of software defects or errors or the loading or re-loading of Customer's applications software or data or any reconfiguration of the Maintained Products beyond reloading the operating system software as carried out before shipment.

7 Replacement

IRIS Technology reserves the right to replace the whole or any part of the Maintained Products. Repairs may be carried out using reconditioned parts or products which, whilst not necessarily identical to the faulty Maintained Products are equivalent to new in functionality and appearance.

8 Customer's Obligations

- 8.1 Customer shall properly use the Maintained Products and shall provide IRIS Technology with all reasonable facilities and information to enable IRIS Technology to perform its duties.
- 8.2 Customer shall be responsible for complying with all Customer applicable regulatory requirements.

9 Price and Payment

- 9.1 Payment shall be made in full on or before supply of Products or Services or, if agreed at the time of order, within 30 days of the date of Invoice.
- 9.2 The Price of the Products and/or Services shall be IRIS Technology' quoted price or, where no Price has been quoted (or a quote Price is no longer valid), the price listed in IRIS Technology' published price list current at the date of the Customer's order and in any case as shown on the Invoice.
- 9.3 All Prices quoted in writing are valid for 30 days except written quotations in respect of Third Party Products which are valid for 10 days only. Oral quotations are valid only to the end of the business day upon which they are given.
- 9.4 All Prices for the sale of Products exclude IRIS Technology' charges for transport and insurance.
- 9.5 The Price and any additional charges payable under the Agreement are exclusive of all sales taxes including Value Added Tax.
- 9.6 Time for payment is of the essence. IRIS Technology reserves the right to charge interest on sums more than 7 days overdue on a day to day basis, as well after as before any judgment, from the date or last date for payment thereof to the date of actual payment (both days

inclusive) at the rate of 2% above the base rate of Lloyds TSB from time to time in force, compounded quarterly. Such interest shall be paid on demand.

10 Warranty

- 10.1 IRIS Technology manufactures its hardware Products from parts and components that are new or equivalent to new in accordance with industry standard practices and IRIS Technology warrants that the Products (excluding Third Party Products and software) will be free from defects in materials, workmanship and design for a period of 12 months from the date of purchase and that spare parts used in repairing Maintained Products under any Service Offering will be free from defects in materials, workmanship and design for a period of 90 days from installation in the Maintained Products or the remainder of the Warranty Period or Service Offering appropriate to or purchased by the Customer in respect of the Maintained Products whichever is the longer.
- 10.2 In respect of Third Party Products, the Customer shall only be entitled to the benefit of any warranty or guarantee given by the Third Party manufacturer.
- 10.3 If, before the expiry of the warranty period or appropriate Service Offering, IRIS Technology receives written notice from the Customer of any breach of the warranty then IRIS Technology shall, within a reasonable time, repair or, at its option, replace Products or spare parts that are defective or otherwise remedy such defects.
- 10.4 This warranty does not apply to defects resulting from improper or inadequate installation, use or maintenance, actions or modifications by unauthorised third parties or the Customer or accidental or wilful damage.
- 10.5 IRIS Technology does not give any warranty that the Products are fit for any particular purpose and this warranty is given in place of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade, usage, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law.

11 Liability

- 11.1 IRIS Technology shall not be liable for any loss or damage sustained or incurred by the Customer or any third party (including without limitation any loss of use of the Maintained Products or loss of or spoiling of any of the Customer's programs or data) resulting from any breakdown of or fault in the Maintained Products, unless such breakdown or fault is caused by the negligence or wilful misconduct of IRIS Technology, its employees, agents or sub-contractors, or to the extent that such loss or damage arises from any negligent delay by IRIS Technology in providing the relevant Services and then only to the extent not excluded by the Agreement.
- 11.2 IRIS Technology shall indemnify the Customer and keep the Customer fully and effectively indemnified against any loss of or damage to any property or injury to or death of any person caused by any negligent act or omission or wilful misconduct of IRIS Technology, its employees, agents or sub-contractors or by any breach of its contractual obligations.
- 11.3 The Customer shall indemnify IRIS Technology and keep IRIS Technology fully and effectively indemnified against any loss of or damage to any property or injury to or death of any persons caused by any negligent act or omission or wilful misconduct of the Customer, its employees, agents or sub-contractors or by any breach of its contractual obligations.
- 11.4 Except in respect of injury to or death of any person, for which no limit applies, the respective liability of IRIS Technology and the Customer under sub-clauses 11.1, 11.2 and 11.3 in respect of each event or series of connected events shall not exceed £250,000 or the Price, whichever is the greater.
- 11.5 Notwithstanding anything else contained in the Agreement, IRIS Technology shall not be liable to the Customer for loss of profits or contracts or other indirect or consequential loss whether arising from negligence, breach of contract or howsoever.

12 Force Majeure

Neither party shall be liable for any delay in performance caused by circumstances beyond its reasonable control and the party in delay shall be entitled to a reasonable extension of time for performance.

13 Intellectual Property Rights

Each party will indemnify the other against all costs, claims, demands, expenses and liabilities arising out of or in connection with any claim that the normal use or possession of the Products or Third Party Products or products supplied by the Customer for integration purposes (whether used separately or in combination) infringes the intellectual property rights (including without limitation any patent, copyright, registered design, design right or trade mark) of any third party.

14 Confidentiality

Each party shall treat as it does its own trade secret information, all information obtained from the other pursuant to the Agreement which is marked "confidential" or the equivalent or has the necessary quality of confidence about it.

15 Export Control

The Customer acknowledges that the Products licensed or sold hereunder are subject to the export control laws and regulations of the European Union (EU).

16 Termination

- 16.1 The Agreement may be terminated forthwith by written notice from either party if:
- (i) the other commits any material breach of any of the terms of the Agreement and, if capable of remedy, shall have failed within 30 days after the receipt of a request in writing from the other party so to do, to remedy the breach (such notice to detail the breach and to contain a warning of such party's intention to terminate), or
 - (ii) the other becomes insolvent or bankrupt or is otherwise unable to pay its debts as they fall due.
- 16.2 The Agreement may be terminated forthwith by written notice from IRIS Technology if,
- (i) Customer fails to pay any sum due and such sum remains unpaid for 14 days after written notice from IRIS Technology that such sum has not been paid or
 - (iii) Customer breaches or IRIS Technology has reason to suspect that Customer has breached clause 15

17 Entire Agreement

- 17.1 The Agreement supersedes all other Agreements, arrangements and understandings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof.
- 17.2 The Customer warrants to IRIS Technology that it has not been induced to enter into the Agreement by any prior oral representation (whether innocently or negligently made) except as specifically contained in the Agreement.

18 Consumers

The statutory rights of a Customer dealing with IRIS Technology as a consumer as defined in the Unfair Contract Terms Act 1977 remain unaffected.

19 Assignment

IRIS Technology may sub-contract all or any of its obligations under the Agreement to a competent third party. Except for this, neither party shall assign or otherwise transfer any of its rights or obligations.

20 Notices

- 20.1 All notices must be in writing and sent to the address of the recipient set out in the Agreement or the recipient's registered office or such other address as the recipient may designate.
- 20.2 Any such notice may be delivered personally or by first class prepaid letter, telex or facsimilie transmission and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours after posting and if by telex or facsimilie transmission when despatched.
- 20.3 Any notice concerning the validity or existence of the Agreement must be delivered personally or sent by Recorded Delivery first class letter post.

21 Severance

If any provision of the Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Agreement and the remainder of the provisions in question shall not be affected.

22 Law and Jurisdiction

The Agreement shall be governed by and construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English Courts.