

Terms & Conditions / General Terms and Conditions

1. Definitions

"AGREEMENT" means these terms and conditions and any schedules hereto together with the accompanying documentation as referred to in this document. "CUSTOMER" means the person, firm or organisation placing an order for products or services with Trustco PLC. "PRODUCT" means any service, product, item of equipment, hardware, software, microchip, semiconductor (or any other item containing, using or dependent upon any of the foregoing) supplied by Trustco PLC under this agreement including, in the case of service, any hardware or software provided to the customer by Trustco PLC as part of such service or used by Trustco PLC as part of such service. "SERVICE" means the services to be provided under this agreement as described in the services part of this document or used by Trustco PLC as part of such service. "TRUSTCO" means Trustco PLC, whose registered office is at 19 New Road, Brighton, BN1 1UF, the Supplier "WE, US, OUR" etc. refer to TRUSTCO. "YOU, YOURS" etc. refer to the CUSTOMER.

2. Agreement

Any order placed by a Customer shall constitute an offer to Contract subject to the Standard Terms and Conditions herein contained and unless expressly agreed in writing by an Authorised representative of Trustco no addition to or variation from these Standard Terms and Conditions shall apply. These Standard Terms and Conditions will negate the Customer's own Terms and Conditions as such.

(a) The parties agree that the terms and conditions (plus any other terms and conditions incorporated into this contract) represent the entire agreement between the parties relating to the sale or supply of Services or Goods and is not based on any statement or representation made by either party before entering into this contract.

(b) No agent or company employee is authorised to make any representation concerning Goods or Services unless a Company Officer states as much in writing. The Customer acknowledges that any representation not validated in writing makes the contract null and void.

3. Prices

All prices quoted are net, ex VAT and exclude packaging, delivery and all due taxes which shall remain the responsibility of the Customer. Quoted prices are valid for 7 days only. Trustco reserves the right to change published prices at any time.

(a) Trustco reserves the right to increase the price of the Goods or Services, advising the Customer before delivery of the Goods or Services. Price increases may be due to any increase in the cost to the Company due to factors beyond the control of Trustco, such as currency exchange rates, changes in duties, labour costs, materials or other costs of manufacture passed on to the Company by the manufacturer. We also reserve the right to increase costs caused by the failure of the Customer to give the Company adequate information or instructions.

(b) The Company reserves the right to notify the Customer of any price variation to due the cancellation of any agreements by the Customer.

(c) We reserve the right to substitute goods or services of a similar quality, quantity and value for those ordered by the Customer. Any substitution will be notified to our Customer taking into account the value of the order placed and the requested delivery time.

4. Payment

Credit terms will be granted at the discretion of Trustco. If credit is granted, payment will be due 30 days from the date of Trustco's invoice unless otherwise agreed. If Trustco does not grant Credit terms, all orders placed will be on a cash-with-order basis. If Customer fails to pay invoices within the period of Credit set, Trustco reserves the right to hold shipment of any further orders until payment has been received. If Customer fails to pay any sum when due or fails to perform under this or any other agreement with Trustco after 7 days Notice, Trustco shall be entitled to interest on the amount due at National Westminster Bank's base rate plus 8%, per calendar month. Interest will be calculated from due date, and Trustco is entitled to recover all extra expenses incurred, including legal fees and cost of collection. Extended credit terms may be available on receipt of written application. Any queries on invoices must be notified in writing within 5 working days of the invoice date.

(b) All purchases made via credit cards are subjected to a surcharge imposed by the credit card companies and this surcharge will be charged to the customer as itemised on the invoice.

5. Orders, Specifications & Cancellations

(a) All orders must be sent to Trustco in writing before they can be processed and despatched.

(b) The quantity, quality, description and specification of Goods or Services shall be those set out in the Company's quotation. All descriptive weights, dimensions and the descriptions and illustrations contained in the Company's sales literature and price lists are approximate and do not form part of this Agreement. Drawings, specifications or technical documents for the use or information of the customer received before or after the conclusion of this Agreement shall not be copied, reproduced or communicated to any third party without the Company's prior written consent.

(c) It is the customer's responsibility to make sure that all Goods or Services supplied by the Company (including descriptions, data, drawings, advice, recommendations or other information provided by the Company) are entirely suitable for the Customer's purposes, having particular regard to relevant on-site conditions, the nature of any existing equipment of the Customer or other circumstances of the application of the Goods or Services known only to the customer or any particular purpose intended for any Goods.

(d) The Company is entitled to make any reasonable changes in the specification of any Goods which do not materially affect their quality or performance. If any materials or parts specified or required for completion of the contract are unavailable, the Company reserves the right to supply a suitable substitute. These substitutions shall be accepted by the Customer in full satisfaction and performance of the Company's obligations in that regard.

(e) If the customer wishes to cancel or reschedule delivery dates of any order, consideration will only be given if application is made in writing to Trustco more than five (5) working days prior to the scheduled delivery date or, in the case of goods ordered for immediate despatch, before the order has been despatched. In the event of cancellation prior to despatch, Trustco shall be entitled to claim an amount equal to five (5) per cent of the value of the order. If the cancellation is received once the goods have been despatched it will become a returns issue and the returns procedure will become applicable.

(f) Orders which have been accepted by the Company may not be cancelled by the Customer unless there is a written agreement by the Company and that the Customer agrees to reimburse the Company in full against all losses, including labour and materials used, damages, charges and expenses incurred by the Company.

6. Right of Termination

If, at any time either party makes default or commits any breach of its obligations under this agreement and (upon receiving written notification from the other of such default or breach) fails to remedy the default or breach within 14 days, or is involved with any legal proceedings concerning its solvency or of serious doubt of its solvency, or commences liquidation, or ceases to, or threatens to, cease trading, then the other party shall immediately become entitled (without prejudice to its other rights) to terminate its agreement forthwith by notice in writing to the other. Upon termination of this agreement by Trustco for whatever reason Trustco shall, without prejudice to its other rights and remedies, be paid (I) the outstanding balance of charges due in respect of any works or Services carried out or equipment provided under this agreement prior to the date of termination; (II) the price of equipment or services ordered by Trustco on behalf of the customer for which Trustco has paid or is legally bound to pay.

7. Dialled Network Services

If the goods delivered and/or installed are designed to connect to a dialled network service (such as, but not limited to, ISDN services), please note that telecoms provider call charges will apply. There is a possibility that, following installation, the equipment will come or remain on line for extended periods or excessively frequently thereby incurring line charges with your telecommunications provider. Trustco is not responsible for the charges that may be made by your telecoms provider. It remains the responsibility of the customer at all times to monitor the line usage and ensure that charges are kept to a minimum. Trustco will not accept liability for any call charges. It is the responsibility of the customer to notice or take action on any condition causing excessive or excessively long calls.

8. Errors

Clerical errors are subject to correction by Trustco at any time.

(a) Trustco and its associated companies attempt to be as accurate as possible. However, Trustco does not warrant that product descriptions or other content of this site is accurate, complete, reliable, current, or error-free. The company is not legally responsible for any typographical, clerical or other error or omission in any written or printed document or information issued by the Company and shall be subject to correction or alteration at any time without any liability on the part of the Company.

9. Force Majeure

Trustco will not be liable to the customer or be in breach of contract for any delay or failure to perform any of our obligations if the delay or failure is due to any cause beyond our reasonable control. Neither party shall be liable for failure to perform its contractual obligations if such failure results from an Act of God, governmental act, fire, explosion, accident or industrial dispute.

10. General

Except where expressly referred to in this agreement, this agreement represents the entire agreement between parties. Each party warrants that no representation not recorded in this agreement has been made which has induced the other party into this agreement. Neither party shall assign this agreement without the prior written consent of the other (not to be unreasonably withheld or delayed). No failure, delay, relaxation or indulgence on the part of either party in exercising any power or right conferred upon such party in this agreement shall operate as a waiver of such power or right. Any notice given under this agreement by either party to the other must be in writing and shall be effected by personal delivery, facsimile, email or registered mail postage to the address set out on the face of this agreement or such other address as shall have been notified and shall in the case of facsimile or email, be deemed to be received on the same date as it was sent and in the case of postage within 48 hours after the date of posting if posted in the United Kingdom. The provisions of this agreement are severable and if any provision (not being a fundamental term) is held to be invalid or unenforceable by a court of competent jurisdiction such invalidity or enforceability shall not affect the validity or enforceability of the other provisions. No variation is valid unless signed by authorised signatories of both parties. This agreement shall be governed by and construed in accordance with English Law and the parties hereto submit to the jurisdiction of the English Courts.

Terms and Conditions for the Sale of Products

11. Publications

(a) All descriptions and illustrations contained in catalogues, price lists, proposals, advertising matter and all publications are intended to be illustrative only and shall not form part of a Contract unless specifically incorporated therein by written agreement between the Customer and Trustco. Trustco reserves the right to update any specification of goods without prior notice; however, any such changes shall not materially impair performance.

b) All designs, drawings, specifications and information supplied in connection with the Goods or Services are confidential and their use must be strictly confined to the Customers work and to the process of this contract.

(c) The copyright, design rights or any other form of intellectual property rights in all drawings, specifications, data and Goods supplied by the Company to the Customer shall at all times be and remain the exclusive property of the Company and shall not be used by the Customer otherwise than as authorised by the Company in writing.

(d) The Customer will fully indemnify the Company against all actions, costs, claims, damages and demands arising from any breach or alleged breach of copyright, patent, design, trademark or other intellectual property rights resulting from the Company reproducing any drawings, designs or plans supplied by the Customer in connection with the Goods and this clause shall remain in full force and effect whether the delivery of the Goods and the contract has been completed or not.

12. Delivery

Delivery is subject to Trustco product availability at the time the Customer's order is received. Trustco will deliver to the address specified in the Customer's order using standard packaging (this may not be original packaging) & transportation. Every reasonable effort shall be made to meet estimated delivery dates but Trustco shall not accept any liability whatsoever resulting from delay or failure in delivery. Time of the essence does not apply to any order. Claims for non-delivery must be made in writing to Trustco within five (5) working days from date of invoice. Trustco cannot be held responsible for consequential loss for matters out of the Company's control. No claims for shortage or visible damage will be accepted unless notification is received in writing within 2 days of receipt. Customers may request to collect products from Trustco's premises, but will do so at their own risk and liability. Trustco can accept no responsibility for products damaged or lost by Customer's own transportation or third party contract.

13. Installation and Commissioning

(a) If the Company agrees in writing to install and/or commission any Goods at the premises of the Customer or elsewhere, it shall be under no legal responsibility for any direct or indirect loss or damage caused to the Customer or to any third Party as a result of or in connection with the installation or commissioning.

(b) If any Goods are to be installed or commissioned by the Company at the Customer's premises then the Customer shall not use the Goods until the installation or commissioning is completed.

Risk in the goods shall pass to the Customer upon the delivery and the Customer shall insure them for not less than the full invoice value whilst the goods are in the Customer's possession and control. Title to the goods shall remain with Trustco until Trustco has received payment of the full price of (a) all Goods and / or Services the subject of the Contract and (b) all other goods and / or services supplied by Trustco to the Customer under any contract whatsoever. Payment of the full price shall include, without limitation, the amount of any interest or other sum payable under the terms of this and all other contracts between Trustco and the Customer. Notwithstanding such retention of the title the Customer may in the ordinary course of business, resell the goods. However, Trustco may revoke such power of sale at any time when the payment price or any part thereof, is overdue or in the event that the Customer is in breach of any other Standard Term and Condition herein. Upon such revocation, or upon termination of this agreement under clause 5, the Customer shall return the goods or such part as still remains in the Customer's possession or control, to Trustco and shall allow Trustco immediate entry and access to all premises where goods are kept to allow Trustco to re-possess them should it wish to do so.

14. Evaluations

Any Products sent to the Customer on Evaluation will be invoiced in full. A credit note will be issued when the goods (including original packaging, documentation, cables accessories etc.) are received by Trustco, in pristine condition, within the stated period on the Evaluation Form. Insurance is the Customer's responsibility.

15. Returns

Trustco reserves the right to refuse to accept returns other than those in accordance with this clause. The Customer must inform Trustco within 2 working days of wrongly ordered goods, and 7 days of any defective goods. This is from the date the goods are received by the customer. This must then be confirmed in writing by the customer. A Returns Form must be completed. A Returns number will be issued. This returns number must be clearly displayed on the outside of any package. Our returns department will reject any items returned without this number, and all consequent costs will be the responsibility of the Customer. Any goods to be returned must be received by Trustco within 14 days of the returns number being issued. It is the customer's responsibility to obtain a collection receipt from the carrier for all items collected by Trustco Plc. Customer will pay a re-stocking fee if goods are returned without fault or if wrongly ordered by the customer. The restocking fee will reflect any charges incurred upon Trustco in returning the goods to the Manufacturer or Supplier. The minimum charge will be £30 or 20% of the cost of the goods, whichever is greater. All items returned for credit MUST be in PRISTINE condition, complete with all original packaging, bags, manuals etc. Products must be packed inside an outer box (to protect the product and its original packaging). Under no circumstances must any markings, tape or labels be put on the product or its packaging. Any software must be unopened.

16. Warranties & Liabilities

Trustco warrants that goods delivered under the Contract are as described and that Trustco has the right to sell such products. All Products supplied carry their respective Manufacturer's warranty. Trustco DOES NOT supply its own warranty with products unless specified. Trustco's liability in respect of goods

will be limited to the manufacturer's own warranty terms and conditions. Subject to the provisions above, all implied warranties or conditions, statutory or otherwise, as to the quality or fitness for any purpose of the goods is hereby expressly excluded and Trustco shall not (except as set out above) be under any liability whatsoever in respect of goods delivered or for any loss to the property of any person resulting from such defects from any cause whatsoever.

17. Export

If the goods and/or technical data are licensed under United States government export laws then, regardless of any disclosure made by the Customer to Trustco of an ultimate destination of goods and/or technical data outside of the United Kingdom, it is the Customer's sole responsibility to obtain the written consent of the United States Government and local authorities before re-exporting any such goods and/or technical data from the United Kingdom. Trustco shall not be responsible for any costs or damages resulting from the failure of the customer to obtain such consent.

18. The Service

The service will be defined and documented in a "scope of works" document agreed with the customer in advance. Any work requested by the customer which is not included in this agreement will be charged at Trustco's then current rates. The service shall commence on the date agreed between the parties and shall be complete on a signature by the Customer or when all the works detailed in the scope of works document have been completed. Where the service is performed on a time and materials basis rather than a fixed price, Trustco shall supply, if requested, completed time sheets to verify its charges. Such timesheets shall be conclusive evidence of the time spent by Trustco. Trustco has the right to sub-contract any or all of the works forming part of the service to a competent sub-contractor. Where any equipment is supplied as part of the service, such equipment shall be subject to our standard terms and conditions for the sale of products in addition to these terms.

19. Customer Responsibilities

The customer shall provide a representative who shall sign all relevant documentation. Provide, at its expense, such technical and other information, as Trustco shall require for the performance of the service. Provide such access to its equipment, as Trustco shall require for the provision of the service. This includes access to any telecommunications lines required for the service and suitable passwords for any equipment. If sufficient access is not provided, Trustco shall not be obliged to perform the service and may charge the customer for costs and expenses incurred; Take all reasonable precautions to protect the health and safety of Trustco personnel whilst on the customer's site; Ensure that adequate backup copies of its operating system, application software and data files are kept; Provide a suitable mains power supply and a suitable working area for Trustco personnel; If the customer cancels by less than 24 hours notice any appointment forming part of the service, Trustco may charge for the service that would have been, performed but for such a cancellation.

20. Warranty

Trustco warrants that: The service will be provided with reasonable skill and care; It will use suitably qualified and experienced personnel in the provision of the service; Cabling installed under this agreement will be free from defects in workmanship and materials for a period of one year from the date of installation. In the event of any breach of the warranties given in this clause the customer's sole remedy shall be the repair or replacement, at Trustco's sole discretion, of the item concerned.

21. Confidentiality & Copyright Indemnity

(a) Each party undertakes to keep and maintain all confidential information in the strictest confidence and not to disclose such information to any third party without prior written consent of the other. The provisions of this clause shall apply for the term of this agreement and for five years after.

b) All designs, drawings, specifications and information supplied in connection with the Goods or Services are confidential and their use must be strictly confined to the Customers work and to the process of this contract.

(c) The copyright, design rights or any other form of intellectual property rights in all drawings, specifications, data and Goods supplied by the Company to the Customer shall at all times be and remain the exclusive property of the Company and shall not be used by the Customer otherwise than as authorised by the Company in writing.

(d) The Customer will fully indemnify the Company against all actions, costs, claims, damages and demands arising from any breach or alleged breach of copyright, patent, design, trademark or other intellectual property rights resulting from the Company reproducing any drawings, designs or plans supplied by the Customer in connection with the Goods and this clause shall remain in full force and effect whether the delivery of the Goods and the contract has been completed or not.

22. Health & Safety

(a) It is the Customer's responsibility to ensure that all statutory, government, E.C. or local authority requirements or directions are observed with in relation to the use of any Goods provided by the Company and the Company gives no warranty that the Goods, or any instructions for their use, comply with any or all

of such requirements or directions or in particular with any requirement of the Health and Safety at Work Act 1974 and the Customer shall indemnify the Company in respect of any liability, monetary penalty or fine that may arise through not complying with such requirements or directions.

(b) The Customer shall use cautionary notices, warnings, information or notices which may be supplied to him by the Company or otherwise available to him from third parties.

(c) The Company reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory requirement.

23. Liability

Trustco's liability for physical damage to the Customer's property is limited to £2,000,000 (two million pounds) in respect of any event or series of related events. Neither party limits or excludes its liability for personal injury or death of any persons resulting from its negligence. Save as set out above, in no event shall Trustco's liability to the customer under this agreement exceed the sum of monies received by it under this agreement in the previous 12 months or £1,000,000 (one million pounds) whichever is the lesser. Trustco excludes all liabilities not expressly included in this agreement, and in particular shall have no liability for (I) destruction of or damage to the customers data; (II) any loss in profits, goodwill, revenue, production, anticipated savings, use or contracts or any form of special, indirect or consequential losses whatsoever.

24. Customer Agreement

I confirm that I have read the Trustco PLC Common Terms and Conditions, that I have the authority to sign this agreement and that we agree to be bound by these Terms and Conditions in any dealings with Trustco PLC.

Signed:

Position:

Company:

Date: