

Terms & Conditions of Supply

1. In these conditions "Midshire" means any business that is part of the Midshire Group of Companies which includes Midshire Business Systems Ltd, Midshire Business Systems (Northern) Ltd, Midshire Business Systems (Communications) Ltd and Midshire Business Systems (North East) Ltd, "The Equipment" means the goods which Midshire is to supply in accordance with these conditions, and is itemised under column 'equipment supplied'. "The Customer" means the person, firm or body which buys or has agreed to buy or lease the goods. "The Contract" means any contract of sale entered in accordance with these conditions. Any reference to any installment or part of the goods where appropriate.

2. Any order made by the customer, which is accepted by Midshire, shall be subject in either case to these conditions which shall govern the contract.

3. No variation to these conditions shall be binding unless agreed in writing by a Director of Midshire. Any attempt to vary these conditions in any document of Midshire is inapplicable unless accepted in writing by a Director of Midshire.

4. All subsequent orders placed with Midshire are subject to these terms and conditions, even in the event of this order not being signed by the customer.

5. Cancellation or Rejection. An order, once accepted in writing by Midshire, is binding on the customer and may not be cancelled unless specifically agreed to in writing by Midshire and a charge of 25% of the purchase price or 25% of the sum of all payments agreed to be made under any financial agreement proposed to be activated to finance the order may be charged as a cancellation fee. Midshire reserves the right to charge for any work done on any equipment and/or service provided up to the agreed cancellation date.

6. All prices are exclusive of value added tax or any other Government tax in force.

7. All goods are to be paid for in 30 days. Title to the goods remains with Midshire until paid for in full. Payment shall be made without deduction and free from any set-off or counterclaim of which the customer might otherwise be entitled.

8. If payment is not received by Midshire on the due date, Midshire shall be entitled to a), Cancel the contract and or suspend any further goods or service being supplied to the customer, or b), Charge the customer interest on the amount overdue at 4% over the current base rate of the HSBC.

9. Midshire will not be liable for any delay in the delivery of the goods howsoever caused and the customer shall not be entitled to cancel the order. Time of the delivery shall not be of the essence unless previously agreed by Midshire in writing.

10. The goods shall be at the risk of the customer as soon as delivery

has taken place into the custody of the customer at the customer's named place of destination.

11. Performance figures relating to the equipment supplied are given in good faith by Midshire and Midshire will accept no liability to attain such performance figures.

12. The Midshire warranty is subject to the following conditions:- a). Midshire will have no liability to the customer until the goods are paid for in full. b). Midshire shall be under no liability in respect of any defect, wilful damage, negligence, abnormal conditions, failure to follow Midshire's instructions, use outside Midshire specification, unauthorised alterations or modifications to the goods. c). Midshire shall be under no liability if consumables other than those recommended for use by Midshire are used on the equipment.

13. All printer cards, network interface boards, scanner controllers are also provided with 12 months parts and labour warranty. At the beginning of the second year Midshire will automatically invoice you for maintenance of the print controller at the rate of up to a maximum of 2% of the RRP of the equipment per annum billed quarterly in advance, unless instructed to the contrary in writing by yourselves. In the latter case any repairs to the print controller will be chargeable. Should you terminate the service agreement before the end of the agreed minimum service period we reserve the right to charge you the outstanding quarterly invoices which would have been due up until the end of the agreed minimum service period.

14. Included in all prices quoted, Midshire will connect the copier/ printer / scanner to your network, up to 3m from a network point. Midshire will provide up to 2 hours training on the equipment supplied. If additional training is required this will be charged for at Midshire current published price.

15. If the equipment is supplied by means of a lease or rental the equipment must be returned in good condition to Midshire at the end of rental. Unless Midshire is notified we will at the end of period of hire, invoice the customer directly for rentals if the equipment is still at the customer's premises. However, the customer can request that these secondary rentals can cease by providing 3 months notice by recorded delivery to Midshire.

16. Midshire reserve the right to charge a collection fee of no more than £250 for each item of equipment at the end of the agreement. This charge will be waived if the customer enters into a new agreement with Midshire for a replacement model for an equal or superior specification.

16a. When the equipment is returned to our premises we will automatically, unless you advise us otherwise, wipe each machine's embedded hard drive to erase all of your information. This ensures that this remains confidential when we dispose of the equipment. In order to cover our costs we will apply a charge of £148 per machine. This charge will be waived should you advise us that you do not require this service or in the event of us having supplied you with

new equipment.

17. The customer shall have no claim for loss, shortages or defects unless a written complaint specifying the loss, sent by recorded delivery, storage or defect is received by Midshire within 3 days of delivery. Midshire may within fifteen days of receiving a written complaint inspect the goods. Any work including attendance is undertaken by Midshire on the customer's premises in connection with any order, then the customer shall indemnify Midshire in respect of all claims or proceedings taken against Midshire by any third party including but not limited to Midshire employees or agents, the customer's employees or agents or any other third party in respect of personal injury or damage to property caused by or arising out of work in any manner whatsoever.

18. If payment for the equipment is to be provided by way of a finance or lease agreement, a) Midshire reserves the option to obtain finance for the customer with any finance company if necessary. b). If the equipment is supplied via a finance or lease agreement and finance cannot be obtained for the customer for any reason within one month of the date of this agreement then the total amount that would have been collected by Midshire from the finance company will be paid in full by the customer to Midshire within fourteen days of Midshire notifying the customer in writing that finance cannot be obtained.

19. Midshire's total liability for any claims of the customer for which Midshire may be liable whether in contract, tort (including negligence) or otherwise shall in no event exceed the price of goods with the respect to which such claims are made. Midshire shall not in any circumstances be liable to the customer for any accidental, indirect, consequential or special loss or damage even if Midshire has been advised of its possibility.

20. The customer shall indemnify Midshire against all losses, damages, costs and expenses, awarded against or incurred by Midshire in connection with or agreed to be paid by Midshire in settlement of all claims of personal injury, loss or damage to property brought against Midshire by third parties arising from the use of the goods unless such injury, loss or damage is solely attributable to the negligence of Midshire, its employees or agents.

21. Midshire and the customer agrees that a signed facsimile copy of this agreement can form the agreement and are bound by its terms.

22. This agreement will commence on the date signed as specified overleaf and will continue for the agreed minimum service period and therefore from year to year unless terminated by thirty days notice in writing, expiring at the end of the minimum term or any annual extension thereafter. This agreement is governed and is subject to the laws of the United Kingdom.

23. If any part of any provision of these terms and conditions is held to be invalid or unenforceable by any competent authority, then the remainder will not be affected.