

BASETRACK SYSTEMS LIMITED

GENERAL

1. In these Conditions of Sale:

"the Company" means Basetrack Systems Limited

"the Buyer" means the person, firm or Company ordering or buying goods from the Company

"the Goods" means the goods the subject matter of the relevant order or contract for sale.

2. No contract in respect of the Goods between the Company and the Buyer shall exist until the Buyer's order has been accepted by the Company. In the event that, the Buyer's order seeks to make the sale subject to terms different from these conditions, acceptance of the Buyer's order by the Company (whether or not such acceptance is effected by formal order acknowledgement) shall be deemed to be a fresh order by the Company on the basis of these conditions, in which event (unless these conditions are accepted by the Buyer prior to delivery) acceptance of delivery of the Goods by the Buyer shall constitute acceptance of the Company's offer, and the Contract of Sale shall be formed at that moment. No conditions or terms stipulated in any other communication or document shall vary or annul any of those conditions except insofar as the same expressly is consented in writing by the

PRICE

3. Quoted prices include the cost of normal packaging but exclude delivery, transit insurance (which are charged extra at cost) VAT or installation charges (where applicable).

4. The prices for the Goods shall be those ruling at the date of despatch and the Company reserves the right to amend its quoted prices at any time prior to the date of despatch.

5 This document does not in itself constitute an offer for sale. The Company reserves the right to vary the specification of any item, withdraw, modify, amend any item without prior notice. Prices quoted are current prices. Prices of imported goods are subject to variances in exchange rates.

DESPATCH AND PAYMENT

6(a) Subject to any special terms agreed in writing between the Buyer and the Company, the Company shall be entitled to invoice the Buyer for the price of the Goods at any time before or after delivery unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods in which event the Company shall be entitled to invoice the price at any time after the Company has notified the Buyer that the goods are ready for collection or (as the case may be) the Company has tendered the delivery of the Goods.

6(b) The Buyer shall pay the price of the Goods within 7 days of the date of the Company invoice notwithstanding that delivery may not have taken place and the property of the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the contract. Receipts for payment will be issued only upon request.

6(c) If the Buyer fails to make any payment on the due date then without prejudice to any other right or remedy the Company shall be entitled to:

(i) Cancel the contract or suspend any further deliveries to the Purchaser

(ii) Appropriate any payments made by the Buyer to such of the Goods (or the Goods supplied under any other contract between the Buyer and the Company) as the Company may think fit (notwithstanding any proposed preparation by the Purchaser) and

(iii) Charge the Buyer interest both before and after judgment (on the amount unpaid) at the rate of 4% above Barclays Bank plc lending rate from time to time, until payment is made in full (a part of a month being treated as a full month for the purpose of calculating interest).

6(d) In no case shall any dispute concerning any item or separate part of the equipment or work or any contractual obligation of the Company to the Buyer affect the Buyer's obligation in respect of payments for other parts if any part or instalment of the price is not paid when due, or work on the equipment is held up for any reason attributable to the Buyer, or the Buyer incurs bankruptcy, insolvency, liquidation or the appointment of a receiver, the full price of the equipment and/or work done by the Company shall immediately become due and payable by the Buyer and the Company may at its own option cancel the contract or cancel or suspend dispatch of the Goods

TITLE AND RISK

7 Notwithstanding delivery and the passing of risk, the property in the Goods shall remain in the Company until the Buyer has paid all monies owed by it to the Company under this or any other contract or otherwise. If any of the Goods are processed into, incorporated in, used as materials for, or mixed with other goods or materials prior to such payment the property (but not the risk) in the whole of such goods or materials shall pass to the Company at the moment of such processing, incorporation or admixture and shall remain with the Company until payment of all such monies as are specified in this condition. Until such payment is made the Buyer shall possess all Goods and materials the property in which is vested in the Company by virtue of the condition on a fiduciary basis only and if the Company so requires the Buyer shall restore such goods and materials at no cost to the Company so that they are clearly identified as belonging to the Company. If any payment is overdue the Company may (Without prejudice to any of its other rights and remedies) recover and resell any or all of such Goods or materials and may enter upon the Buyer's premises for that purpose. The Buyer has the right to sell for the account to the Company any Goods or materials the property in which is vested in the Company by virtue of this condition. In such event the Company shall be entitled to, and the Buyer shall be under a fiduciary duty to account to the Company for the proceeds of such a sale to the extent that any monies are owed by the Buyer to the Company. In addition, the Company shall be entitled to make a claim directly against the Buyer's customer for any purchase monies unpaid by the customer and the Company shall be entitled to retain from any monies recovered from the customer all monies due to the Company from the Buyer plus all costs and expenses involved in making the claim. If there is any excess the Company will return this to the Buyer.

8 Notwithstanding the preceding conditions, all risk in respect of the Goods shall be assumed by the Buyer upon delivery of the same to him.

BUYER'S PROPERTY

9(a) The Buyer's property and all property supplied to the Company by or on behalf of the Buyer shall, while it is in possession of the Company or in transit to or from the Buyer, be deemed to be at the Buyer's risk and the Buyer shall insure accordingly.

9(b) The Company shall be entitled to, and the Buyer shall be under a reasonable charge for the storage of any of the Buyer's property left with the Company before receipt of the order or after notification to the Buyer of completion of the work.

LOSS OR DAMAGE IN TRANSIT OR NON DELIVERY

10 The Buyer shall examine the Goods immediately they are delivered to him. The Company reserves the right to reject claims in respect of shortages or damage in transit or non-delivery unless the same are submitted in writing to the Company within 5 days after delivery of the Goods, or in the case of non-delivery 5 days after the due date for delivery.

LATE DELIVERY

11 Whilst the Company will use its best endeavours to deliver the Goods in accordance with the Buyer's requirements, the Company will not be liable for any consequences of late delivery howsoever caused.

DEFECTIVE PRODUCTS

12(a) The Company's liability (both in contract and in tort) in respect of defects in the Goods shall be limited to the replacement of faulty items or materials, or the issue of credit notes in respect thereof, or the granting of a refund or such other compensatory measures as the Company in its discretion considers appropriate in the circumstances. Such measures shall not in any circumstances be under any liability to the Buyer in respect of indirect or consequential loss or damage, or loss of profits, sustained by the Buyer PROVIDED always that these conditions do not exclude or restrict the Company's liability for death or personal injury arising from its negligence.

12(b) A return authorisation number must first be obtained from the Company either by telephone or letter. Returned goods must be accompanied by a copy of the original invoice relating to their purchase.

12(c) GOODS RETURNED MUST BE IN THE ORIGINAL PACKAGING AND IN A CLEAN RESALEABLE CONDITION. GOODS RETURNED OTHERWISE WILL AT OUR DISCRETION, EITHER BE REFUSED OR A FURTHER ADDITIONAL RESTOCKING FEE CHARGED TO COVER THE ADDITIONAL COSTS INVOLVED. Any Goods returned for repair under warranty must be accompanied by a copy of the original invoice, or the Buyer must quote the original invoice number and date of purchase. Before returning items, please telephone the Company for authorisation to return items. A discussion of the problem may assist in rectifying faults before Goods are returned. It is the Buyer's responsibility to ensure that Goods returned are properly insured. The Company will not be responsible for Goods returned to the Company which are lost in transit.

SOFTWARE SECURITY
The Company reserves the right to provide and supply a software security device (dongle) to the Buyer when supplying software where the copyright is owned by the Company. The first security device will be supplied to the buyer free of charge, in the event of this being damaged by the Buyer and a replacement requested from the Company by the Buyer a charge of £20+ VAT will be payable together with the return of the damaged security device. In the event of the total loss of the security device then a second user licence will need to be purchased. (The security device plugs into a USB port). The company may also provide an activation code for software supplied to a buyer where the copyright is owned by the Company. The activation code is valid only on the PC machine that the buyer or their representatives activate the software on and cannot be transferred to another PC machine.

FORCE MAJEUR

14 The Company reserves the right to cancel vary or suspend performance of the contract of sale if events occur which are in the nature of force majeure including (without prejudice to the generality of the foregoing) fire floods, storm, plant, breakdown, strikes, lock-outs, riot, hostilities, non-availability of materials or supplies or any other event outside the control of the Company; and the Company shall not be held liable for any breach of contract resulting from such an event.

CANCELLATION

15. The Company may withhold or cancel further or any deliveries under the contract of sale and may recover all losses resulting therefrom if the Buyer:-

(a) fails to make payment on the due date under any contract with the company, or,

(b) enters into a composition with its creditors, or (being a company) has a receiver appointed or pass a resolution for the winding up or if a Court shall order it to be wound up, or commits an act of insolvency or bankruptcy or,

(c) is in breach of any of the conditions contained herein (notwithstanding any waiver on a previous occasion by the Company)

provided always that the exercise of rights under condition 14 shall be without prejudice to the Company's other rights or remedies.

15 These conditions of sale shall be construed in accordance with English Law and the Company and the Buyer shall submit to the exclusive jurisdiction of the English Courts.