

**CHANNEL DYNAMICS DISTRIBUTION LIMITED
STANDARD TERMS AND CONDITIONS OF SALE**

THE BUYER'S ATTENTION IS DRAWN IN PARTICULAR TO THE PROVISIONS OF CONDITIONS 13.4, 13.5 AND 13.6 AS THESE CONDITIONS CONTAIN IMPORTANT INFORMATION REGARDING THE LIABILITY OF CHANNEL DYNAMICS.

1. INTERPRETATION

In these terms and conditions the following words shall have the following meanings:

"**Buyer**" means the person, firm, body or company who purchases Goods from Channel Dynamics;

"**Channel Dynamics**" means Channel Dynamics Distribution Limited (company number 3489345) whose registered office is at Bay 10 1 Banbury Avenue Slough SL1 4LH

"**Contract**" means any contract between Channel Dynamics and the Buyer for the sale and purchase of Goods incorporating these Conditions;

"**Conditions**" means the standard terms and conditions of sale set out in this document;

"**Goods**" means any goods (including any instalment of the goods or any parts for them) which Channel Dynamics agrees to supply to the Buyer;

"**Working Day**" means between 0900 hours and 1800 hours on any day of the week excluding Saturdays, Sundays and public holidays; and

"**Writing**" means any written form and includes without limitation facsimile transmission and email.

2. APPLICATION OF THESE CONDITIONS

2.1 Channel Dynamics shall sell and the Buyer shall purchase Goods in accordance with these Conditions, which shall govern the Contract to the exclusion of all other terms and conditions.

2.2 These Conditions apply to all sales made by Channel Dynamics and any variation to these Conditions shall have no effect unless expressly agreed in Writing by an authorised representative of Channel Dynamics.

2.3 No terms and conditions endorsed on, delivered with or contained in the Buyer's purchase order, the Buyer's confirmation of order or any other document shall form part of the Contract unless Channel Dynamics has expressly agreed in Writing to accept such terms and conditions. No terms and conditions implied by custom, practice or course of dealings shall form part of or otherwise affect the Contract.

2.4 Although Channel Dynamics will endeavour to assist its customers in selecting appropriate Goods, the Buyer acknowledges that Channel Dynamics is neither the manufacturer of the Goods nor has it fully tested the Goods on all available hardware/software configurations and accordingly is unable to give any warranty as to the fitness of the Goods for any particular purpose required by the Buyer including without limitation compatibility with existing hardware and software used by the Buyer. The Buyer is entirely responsible for satisfying itself that the Goods are fit for the Buyer's intended use either by relying on its own expertise or by obtaining professional advice from a third party.

2.5 Any representation, advice or recommendation relating to the Goods given by any representative of Channel Dynamics is relied upon at the Buyer's own risk and will not be binding on Channel Dynamics unless it is expressly confirmed by Channel Dynamics in Writing (excluding email) and signed by a senior director of Channel Dynamics. The Buyer acknowledges and agrees that the Contract is not made in reliance of Chanel Dynamic's skill and judgement as to the suitability of the Goods for any particular purpose. This does not exclude or limit Channel Dynamics' liability for fraudulent misrepresentation.

3. ORDERS AND QUOTATIONS

- 3.1 Each purchase order for Goods placed by the Buyer (whether placed in Writing or orally) shall be deemed an offer by the Buyer to purchase the Goods subject to these Conditions. No purchase order placed by the Buyer shall be deemed accepted by Channel Dynamics unless and until acceptance is confirmed in Writing by Channel Dynamics or (if earlier) Channel Dynamics dispatches the Goods to the Buyer.
- 3.2 Channel Dynamics does not guarantee availability of Goods from stock and reserves the right to deliver by separate instalments. Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.
- 3.3 Where Channel Dynamics has insufficient quantity of Goods in stock to fulfil the Buyer's purchase order:
- 3.3.1 Channel Dynamics will confirm its acceptance of the Buyer's purchase order in Writing and shall deliver to the Buyer the quantity of the Goods available from stock at the time of accepting the Buyer's purchase order;
- 3.3.2 The balance of the Goods will, subject to availability from the manufacturer, follow in one or more instalments at a later date and Channel Dynamics will confirm availability, likely timescale for delivery and any pricing amendments;
- 3.3.3 In such circumstances the Buyer may cancel its purchase order in respect of the balance of the Goods by giving notice to Channel Dynamics in Writing within 5 working days from the date of the purchase order being accepted, provided that the Goods have not by that date been dispatched to the Buyer; and
- 3.3.4 In the event that Channel Dynamics is unable to obtain the balance of Goods from the manufacturer it shall give notice to the Buyer in Writing and shall be entitled to cancel the Buyer's purchase order without liability to the Buyer insofar as it relates to such unavailable Goods.
- 3.4 Any quotation or estimate given by Channel Dynamics does not constitute an offer and is given on the basis that no contract will come into existence until the Channel Dynamics accepts a subsequent order placed by the Buyer in accordance with condition 3.1 above.
- 3.5 It is the Buyer's responsibility to ensure that the terms of any order are complete and accurate and made in good time to allow Channel Dynamics to perform its obligations under the Contract. Any variation to the Buyer's order after it is accepted by Channel Dynamics will be subject to the agreement of Channel Dynamics in its absolute discretion.

4. SPECIFICATION OF GOODS

- 4.1 All samples, drawings, descriptive matter, specifications and advertising literature supplied by Channel Dynamics and any descriptions or illustrations contained in Channel Dynamics' catalogues and brochures or on the Channel Dynamics website are issued or published for the sole purpose of giving an approximate idea of the Goods described in them and they will not form part of the Contract. Any error or omission in any document issued by Channel Dynamics may be corrected without any liability to Channel Dynamics.
- 4.2 Channel Dynamics reserves the right, without notice or liability to the Buyer, to make any changes to the design and specification of the Goods which are required to conform to any applicable laws, regulations or safety standards or which do not materially affect the quality or performance of the Goods.

5. PRICE

- 5.1 The price of the Goods shall be the price stated in Channel Dynamics' acceptance of the Buyer's order in Writing or, in the absence of such acceptance, the published price list of Channel Dynamics current at the time of delivery or deemed delivery of the Goods.
- 5.2 Channel Dynamics reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost of supplying the Goods which is due to any factor beyond the reasonable control

of Channel Dynamics, any changes in delivery dates, quantities or specification of the Goods or any delay caused by any instructions of the Buyer or failure of the Buyer to give Channel Dynamics sufficient instructions.

5.3 All prices are exclusive of any applicable sales or value added tax which the Buyer shall pay in addition and, unless otherwise agreed by Channel Dynamics in Writing, all costs and charges in relation to non-standard packaging, loading, unloading, carriage and insurance. No price protection scheme shall apply to the Contract unless expressly agreed by Channel Dynamics in Writing.

6. **PAYMENT TERMS**

6.1 Channel Dynamics shall at its discretion be entitled to require full or partial payment of the price of the Goods in advance of delivery. In the event that such discretion is exercised, Channel Dynamics will be under no obligation to commence execution of the Buyer's order until such payment is received.

6.2 Subject to condition 6.1, Channel Dynamics shall invoice the Buyer for all sums due under the Contract once the Goods have been despatched from Channel Dynamics premises or made available for collection by the Buyer. Unless otherwise expressly agreed by Channel Dynamics in Writing, the Buyer shall pay Channel Dynamics' invoice in full, in the currency invoiced, without deduction, discount, counter-claim or set-off within 30 days of the date of invoice notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer.

6.3 Time for payment shall be of the essence of the Contract and no payment shall be deemed to have been received until Channel Dynamics has received cleared funds.

6.4 If the Buyer fails to make any payment due under the Contract by the due date then, without prejudice to any other right or remedy available to Channel Dynamics, Channel Dynamics shall be entitled to:

6.4.1 terminate the Contract and any other contract between Channel Dynamics and the Buyer;

6.4.2 suspend any further deliveries to the Buyer under the Contract or any other contract until all sums are paid in full; and

6.4.3 charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of four percent (4%) per annum over the Bank of England base rate, accruing daily until payment is made in full.

7. **DELIVERY**

7.1 The place for delivery shall be as requested in the Buyer's purchase order or as otherwise agreed in Writing. If no place for delivery is specified then delivery shall be made by the Buyer or its agents collecting the Goods from Channel Dynamics premises.

7.2 The time for delivery shall be as specified in Channel Dynamics' acknowledgement of the Buyer's purchase order. If no time for delivery is specified then delivery shall be within a reasonable time. Time for delivery shall not be of the essence of the Contract. Any times for delivery are approximate only and Channel Dynamics shall not be liable for any direct, indirect or consequential loss, costs, damages charges or expenses which are caused directly or indirectly by any delay in delivery.

7.3 Channel Dynamics preferred method of dispatch is via next day (subject to collection before 5.30pm) courier service and accordingly all Goods will be delivered using this service unless otherwise specified in the Buyer's purchase order.

7.4 In the event that the Buyer requests delivery via Royal Mail, the following conditions shall apply:

7.4.1 The total weight of the order shall be less than 1KG;

7.4.2 The delivery address shall be located within the United Kingdom;

7.4.3 The total order value shall be under £34.00 excluding VAT and carriage charge. Orders over £34.00 excluding VAT and carriage charge and under 1KG may be dispatched via Royal Mail at the risk of the Buyer which must be accepted by the Buyer in Writing;

7.4.4 A minimum of 5 Working Days should be allowed for delivery by Royal Mail and the Goods shall not be classified as lost or undelivered until at least 15 Working Days after date of dispatch by Channel Dynamics; and

7.4.5 In the event of Goods sent by Royal Mail being classified as lost the intended recipient must confirm in writing that the Goods have not been received and must undertake in Writing to return the items to Channel Dynamics should they be received at a later date. On receipt of this documentation a replacement order shall be sent.

7.5 Where Goods are to be collected from Channel Dynamics' premises, Channel Dynamics shall give the Buyer notice that the Goods are ready for collection. The Buyer must pre-book a collection time with Channel Dynamics which, unless otherwise agreed by Channel Dynamics, shall be within 5 Working Days of such notice. At the time of booking a collection time the Buyer must supply details sufficient to verify the identify of the person or persons collecting the Goods including without limitation the name of the carriage company (if applicable), the name of the driver of the collection vehicle and the vehicle registration.

7.6 Channel Dynamics shall not be responsible for any loss or damage suffered by the Buyer as a result of any shortages delivery unless the Buyer has informed Channel Dynamics in Writing of any shortages within 2 Working Days of the date of delivery. In the event of a claim of shortages, the Buyer shall retain the Goods delivered and all packaging separately and shall make such Goods and packaging available to Channel Dynamics for inspection. Channel Dynamics liability shall in any case be limited to the price of the Goods not delivered.

8. **STOCK ROTATION**

8.1 No stock rotation or re-profiling scheme shall apply to the Contract unless expressly agreed by the parties in Writing and accordingly Channel Dynamics shall not accept the return of any Goods other than defective Goods in accordance with condition 12.

9. **RISK AND PROPERTY**

9.1 Risk of damage or loss of the Goods shall pass to the Buyer immediately on delivery or, in the case of Goods to be collected by the Buyer, the time when the Goods are actually collected.

9.2 Channel Dynamics shall retain title to the Goods until it has received in full all sums due to it in respect of:

9.2.1 the Goods; and

9.2.2 any other account on which sums are due from the Buyer to Channel Dynamics.

9.3 Until such time as title to the Goods passes to the Buyer, the Buyer must:

9.3.1 hold the Goods on a fiduciary basis as Channel Dynamics' bailee;

9.3.2 store the Goods (at no cost to Channel Dynamics) separately from all other goods of the Buyer and third parties in such a way that they remain identifiable as property of Channel Dynamics; and

9.3.3 maintain the Goods in a satisfactory condition and keep them insured on Channel Dynamics' behalf for their full value against all risks.

9.4 The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:

9.4.1 any sale shall be effected in the ordinary course of the Buyer's business at full market value; and

9.4.2 any sale shall be a sale of Channel Dynamics' property on the Buyer's own behalf and the Buyer shall deal as principal when making such sale.

9.5 Until ownership in the Goods passes to the Buyer, Channel Dynamics may require the Buyer to deliver the Goods to Channel Dynamics and, if the Buyer fails to do so immediately, Channel Dynamics may enter any premises where the Goods are reasonably thought to be stored and repossess the Goods.

9.6 The Buyer shall not assign, factor or charge any of the Goods or any invoice for the Goods, which remain the property of Channel Dynamics. If the Buyer does so then all monies owing by the Buyer to Channel Dynamics shall become due and payable immediately.

10. **INTELLECTUAL PROPERTY AND SOFTWARE**

10.1 All intellectual property and other proprietary rights (including, but not limited to, copyright and trademarks) and all technical, business or similar information (including but not limited to, all designs, documents and other materials relating to the Goods) created by Channel Dynamics during the course of the Contract shall be, and shall remain, the property of Channel Dynamics only.

10.2 Where the Goods are or include third party software (whether pre-installed or supplied on compact disc or other media), all intellectual property and other proprietary rights in such software shall remain with the owner or licensor of that software and the Buyer's sole right to use such software shall be subject to acceptance by the end user of the licence terms supplied. The licence to use any software supplied by Channel Dynamics is established directly between the end user of the Goods and the owner or licensor of that software and Channel Dynamics shall not be a party to such agreement. Channel Dynamics provides no warranty in respect of any third party software and it is the Buyer's responsibility to verify that the warranties and licences supplied by the third party licensing such software are adequate.

10.3 Channel Dynamics shall have no liability in the event that the Goods infringe the intellectual property or other rights of any other person outside the United Kingdom and Ireland.

10.4 In the event that it is alleged or a claim is made against the Buyer that possession of the Goods (excluding any third party software), their use or resale in the United Kingdom and Ireland infringes the intellectual property rights of any other person or in the event that Channel Dynamics reasonably believe that such claim or allegation might be made:

10.4.1 The Buyer shall immediately inform Channel Dynamics of such allegation or claim that is brought to its attention;

10.4.2 The Buyer shall take all steps that Channel Dynamics may reasonably require to mitigate or reduce the Buyer's loss as a result of any claim;

10.4.3 The Buyer shall not pay any sums, accept any claims or allegations, make any admissions or compromise any proceedings, without the consent in Writing of Channel Dynamics;

10.4.4 Channel Dynamics may, at its election, modify or replace the Goods to avoid such alleged or claimed infringement, repurchase the Goods from the Buyer at the Contract price or procure the right for the Buyer to continue using the Goods; and

10.4.5 Channel Dynamics shall defend any claim made against the Buyer and shall indemnify the Buyer for and against any amounts awarded against the Buyer in judgment or settlement of such claims provided that Buyer has complied with its obligations under this condition 10.4 and further provided that the Buyer:

i. shall give Channel Dynamics all reasonable assistance in any proceedings or negotiations;

ii. shall give Channel Dynamics full control of any proceedings or negotiations;

- iii. shall do nothing which may affect the validity of any insurance policy which the Buyer may have in relation to the infringement, and this indemnity shall not apply to the extent that the Buyer recovers any sums under such insurance policy which the Buyer shall use its best endeavours to do in any event; and
- iv. shall account to Channel Dynamics for all damages and costs (if any) awarded in favour of the Buyer which are to be paid to it by any other party in respect of any such claim.

10.5 The provisions of condition 10.4 shall not extend to any infringements resulting from the use or adoption by Channel Dynamics of the Buyer's parts, designs, specifications or specific instructions and the Buyer shall indemnify Channel Dynamics against any loss, damage, costs and expenses suffered by Channel Dynamics as a result of or in connection with any allegation or claim for infringement of intellectual property or other rights resulting from the design, manufacture, import, use or supply of the Goods in accordance with the Buyer's designs, specification or instructions or utilising the Buyer's parts.

10.6 Conditions 10.3, 10.4 and 10.5 set out the Buyer's sole and exclusive rights and remedies, and the Company's entire obligations and liability, in the case of any allegation or claim that possession of the Goods, their use or resale infringes the intellectual property rights or other rights of any other person.

11. **CONFIDENTIALITY**

11.1 The Buyer shall keep the Contract confidential and shall not disclose details of it to any third party without Channel Dynamics' prior consent in Writing. The Buyer agrees not to copy or disclose to any third party any drawings, price details or other technical papers supplied by Channel Dynamics under this Contract, which will remain the property of Channel Dynamics and must be returned to Channel Dynamics on demand.

12. **WARRANTY AND RETURNS**

12.1 It is the Buyers responsibility to conduct a reasonable inspection of the external packaging of the Goods on delivery or collection from Channel Dynamics' premises. Channel Dynamics shall have no liability in respect of any defect which was discoverable upon such reasonable inspection of the Goods unless the Buyer notifies Channel Dynamics and, in the case of damage during transit, the carrier of such defect within 2 Working Days of delivery or collection.

12.2 The Buyer acknowledges that Channel Dynamics in not the manufacturer of the Goods and accordingly supplies all Goods with the benefit of any manufacturer's warranty only. Channel Dynamics shall endeavour to transfer to the Buyer the full benefit of any warranty or guarantee given to Channel Dynamics by the manufacturer of the Goods.

12.3 Channel Dynamics shall for 12 months from the date of delivery provide first line warranty support for any defect in the Goods (excluding consumable products and software) falling within the scope of the manufacturer's warranty supplied with those Goods. In the case of such a defect:

12.3.1 The Buyer must promptly notify Channel Dynamics in Writing of such defect and in any event within 30 days of the date of discovery of such defect;

12.3.2 The Buyer must obtain a Return Material Authorisation number ("RMA") before returning any defective Goods to Channel Dynamics. At the time of issuing such number Channel Dynamics will inform the Buyer where to send such Goods, instructions for shipping and in the case of Goods which are not DOA whether such Goods, at the discretion of Channel Dynamics, will be repaired, replaced or the purchase price refunded.

12.3.3 Channel Dynamics will give the Buyer full credit for Goods which are Defective on Arrival ("DOA"). Goods supplied by Channel Dynamics shall be deemed DOA if those Goods are discovered damaged on first removal from their packaging or fail to operate correctly within the earlier of 16 days from the date of sale to the end user of that Products or 30 days of that Product being delivered to the Buyer.

12.4 The provisions of this condition 12 set out the Buyer's sole and exclusive rights and remedies, and the Company's entire obligations and liability, in the case of any allegation or defective Goods.

13. **LIMITATION OF LIABILITY**

13.1 The provisions of this condition 13 set out the entire financial liability of Channel Dynamics to the Buyer in respect of any breach of these Conditions, any use made or resale by the Buyer of the Goods and any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

13.2 Nothing in this Conditions shall exclude or limit the liability of Channel Dynamics:

13.2.1 for death or personal injury caused by Channel Dynamics' negligence; or

13.2.2 for fraud or fraudulent misrepresentation; or

13.2.3 for any matter which it would be illegal for Channel Dynamics to exclude or attempt to exclude its liability.

13.3 Save as expressly set out in these Conditions, all warranties, conditions and other terms implied by statute or common law (save for conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law.

13.4 Subject to the other provisions of this condition 13, Channel Dynamics shall not be liable to the Buyer for any of the following losses which arise out of or in connection with the Contract:

- i. any loss, damage or destruction of data or any reconstitution thereof except in the case of 'The MatrixStore' archive solution products in which case Channel Dynamics shall not be liable to the Buyer for any loss, damage or destruction of data or any reconstitution thereof above [*either* £[figure] *or* one hundred and twenty five percent (125%) of the amount paid by the Buyer to Channel Dynamics under the Contract]. It is strongly recommended that Buyer make its own arrangements to insurance against such loss or damage. The Buyer acknowledges that this exclusion is fair and reasonable on the basis that Channel Dynamics does not know the value of any data to be stored on Goods and accordingly the Buyer is in a better position to assess the risks involved and arrange appropriate insurance. The Goods are priced on the basis of this exclusion of liability and the Buyer acknowledges that Channel Dynamics would be required to charge a higher price for the Goods in the absence of such exclusion;
- ii. any loss caused by the failure of the Buyer or the end user of the Goods to correctly configure the Goods for their requirements;
- iii. any loss caused by the failure of any equipment, hardware or software installed on or connected to the Goods which was not sold or licensed by Channel Dynamics;
- iv. any loss of profits or anticipated profits or expected future business;
- v. any damage to reputation or goodwill;
- vi. any damages costs or expenses payable by the Buyer to any third party;
- vii. loss of any order or contract; or
- viii. any consequential loss of any kind.

13.5 Subject to the other provisions of this condition 13 and with the exception of the indemnity found in condition 10, the total liability of Channel Dynamics to the Buyer in contract, tort (including negligence and breach of statutory duty), misrepresentation, restitution or any other operation of law, arising in connection with the performance or contemplated

performance of the Contract shall be limited to one hundred and twenty five percent (125%) of the amount paid by the Buyer to Channel Dynamics under the Contract.

- 13.6 In the event that, notwithstanding conditions 13.4 and 13.5, liability attaches to Channel Dynamics in excess of one hundred and twenty five percent (125%) of the amount paid by the Buyer to Channel Dynamics under the Contract then in no circumstances shall the liability of Channel Dynamics to the Buyer in contract, tort (including negligence and breach of statutory duty), misrepresentation, restitution or any other operation of law exceed £2,000,000 (two million pounds sterling) except in the case of matters contemplated by condition 13.2 for which Channel Dynamic's liability shall be unlimited.

14. **EXPORT TERMS**

- 14.1 Where the Goods are supplied for export from the United Kingdom, the provisions of this condition 14 shall be applicable to the Contract and to the extent that the provisions of this condition 14 are inconsistent with any other provision of these Conditions, the provisions of this condition 14 shall prevail.
- 14.2 In these Conditions 'Incoterms' means the international rules for the interpretation of trade terms of the International Chambers of Commerce in force on the date when the Contract is made. Unless the context otherwise requires, any expression which is defined in Incoterms shall have the same meaning in these conditions, but if there is any conflict between Incoterms and these Conditions, these Conditions shall prevail.
- 14.3 The Buyer shall be responsible for complying with any legislation or regulation governing the export of the Goods from the United Kingdom (including, if necessary, satisfying Customs and Excise that no VAT is payable) and importation of the Goods into the country of destination and for the payment of any applicable duties.
- 14.4 The Buyer shall where applicable:
- 14.4.1 Not either directly or indirectly export the Goods or any product incorporating the Goods without first obtaining a licence to export or re-export from the United Kingdom Government and/or the United States Office of Export Administration (the "OEA");
- 14.4.2 Comply with the export regulations of the United Kingdom Government and/or the OEA.
- 14.5 Unless otherwise agreed in Writing at the time of order, the Goods shall be delivered EXW (as defined in Incoterms) Channel Dynmaics' warehouse.

15. **TERMINATION**

- 15.1 Channel Dynamics may terminate the Contract or any other contract between the parties and may cancel or suspend future deliveries (under this Contract or any other contract) if:
- 15.1.1 the Buyer is in breach of these Conditions or any other contract between the parties; or
- 15.1.2 a bankruptcy order is made against the Buyer or any of its partners, or the Buyer makes an arrangement or composition with its creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except for solvent reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court of competent jurisdiction for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of Buyer.
- 15.2 On termination of the Contract for whatever reason, all sums payable to the Channel Dynamics under the Contract shall fall due immediately and the Buyer shall pay to Channel Dynamics all costs, expenses (including legal and other fees incurred), arrears, charges or other payments arising in respect of the Goods under the Contract.

15.3 Termination of the Contract pursuant to this Conditions, however arising, will be without prejudice to the rights and duties of either party accrued prior to or at the date of such termination. Any term of these Conditions which expressly or impliedly has effect after termination or expiry will continue to be enforceable notwithstanding termination or expiry of the Contract.

16. **WITHDRAWAL AND USE OF GOODS**

Channel Dynamics may at any time withdraw the sale or distribution of any goods generally supplied by Channel Dynamics without prior notice, or liability, to the Buyer.

17. **NON-SOLICITATION**

The Buyer shall not (except with the consent of Channel Dynamics in Writing) during the term of the Contract and for a period of three months following its termination or expiry, actively solicit the services of any employee of Channel Dynamics who has been significantly involved in the Contract or the sale of Goods to the Buyer either as an employee, independent contractor or any other form of employment or engagement other than by means of a national advertising campaign open to everyone and not specifically targeted at such employees .

18. **GENERAL CONDITIONS**

18.1 Channel Dynamics reserves the right to defer the date of delivery or cancel the Contract or reduce the quantity of Goods ordered by the Buyer without liability to the Buyer if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Channel Dynamics including, without limitation, acts of God, governmental actions, war, acts of terrorism, civil commotion, fire, flood, explosion, epidemic, strikes or other labour disputes, restraints or delays effecting carriers or any inability or delay in obtaining Goods from suppliers, provided that, if the event in question continues for a continuous period of in excess of 30 days, the Buyer shall be entitled to give notice in Writing to terminate the Contract.

18.2 Any notice required under this agreement shall be given in Writing addressed to the other party at, in the case of Channel Dynamics, Bay 10, 1 Banbury Avenue, Slough, Berkshire, SL1 4TJ, fax number [insert fax number] and in the case of the Buyer its registered office or such other address, fax number or email address as may at the relevant time have been notified to Channel Dynamics. Hand delivered notices shall take effect immediately, postal notices shall be sent by pre-paid first class post and shall take effect on the second Working Day after posting for United Kingdom addresses or the tenth Working Day after posting for addresses outside the United Kingdom and any notices sent by fax or e-mail shall take effect at the date and time given on the sender's transmission report/delivery receipt or (if not available) upon receipt by the addressee.

18.3 If any of these Conditions is held by any competent authority to be unlawful, invalid or unenforceable in whole or in part then the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.

18.4 No term of the Contract shall be enforceable by any person who is not a party to it. The Buyer shall not transfer, assign or sub-contract its obligations under the Contract without Channel Dynamics prior consent in Writing.

18.5 Failure or neglect by Channel Dynamics to enforce at any time any of these Conditions shall not be a waiver of Channel Dynamics rights and it shall not affect the validity of the whole or any part of these Conditions or prejudice Channel Dynamics right to take subsequent action. Any waiver by Channel Dynamics of any breach of the Contract by the Buyer shall not be considered as a waiver of subsequent breaches of the same or any other provision.

18.6 These Conditions and each Contract incorporating these Conditions shall be governed by English law and the parties submit to the non-exclusive jurisdiction of the English Courts to settle any dispute or difference between them arising out of or in connection with the Contract provided that any dispute relating to export sales may be referred by Channel

Dynamics to arbitration to be finally settled in accordance with the Rules of Arbitration of the International Chamber of Commerce. The seat of such arbitration shall be London, England and the language of such arbitration shall be English.

I/we agree to be bound by Channel Dynamics Distribution Limited's standard terms and condition of sale.

Signature

Name (printed)

Position

Date

Company stamp (if not available please attach a copy of your letterhead)

