



Registered in England No. 4296589

**TERMS & CONDITIONS OF SALE,**  
**INCLUDING HIRE, LEASING &**  
**SUPPORT CONTRACTS**

Issue E – 22nd February 2009

**VIDEOCENTRIC**  
WWW.VIDEOCENTRIC.CO.UK  
EMAIL SALES@VIDEOCENTRIC.CO.UK  
THAMES VALLEY 01 18 979 8910  
SCOTLAND 0131 473 2351

## ORDER PLACEMENT & PAYMENT SUMMARY

### Order placement:

Mandatory requirements	Customer P.O. Number Company Registration Number of Customer VAT Number of Customer
Written purchase order to	VIDEOCENTRIC Ltd (Sales) VC House, Markham Mews, Broad Street, Wokingham, RG40 1AB, UK
Fax to	+44 (0)118 979 8909
Email to	<a href="mailto:sales@videocentric.co.uk">sales@videocentric.co.uk</a> Only where a credit agreement is pre-authorized. Additionally, Customer accepts that any email order sent by <b>any employee</b> of the Customer and received by VIDEOCENTRIC will be binding on the Customer and that VIDEOCENTRIC shall not question the authority of the person concerned. If restrictions on acceptance of email orders are required, the Customer shall list them at the time of signing a credit agreement and maintain the list of authorised employees by direct written communication with VIDEOCENTRIC thereafter.
Telephone purchase orders to	0118 979 8910 or by videophone to 0118 978 6985 Credit cards are accepted by telephone, from customers in Great Britain only. Delivery address must be the same as cardholder address.
Order/Quotation queries	By email, telephone, fax or videophone
Currency rates	All pricing is in £GBP. In special circumstances USD\$ or Euro Currency orders will be accepted subject to exchange rate quotation.
Order processing	Will commence when payment or credit account is accepted

### Payment:

By signed cheque to	VIDEOCENTRIC LIMITED VC House, Markham Mews, Broad Street, Wokingham, RG40 1AB, UK Tel: +44 (0)118 974 0125
BACS payment to	Barclays Acc.No 40415405, S/C 20-69-15, Swift-code GB47BARC20691540415405
Lease Purchase Payments	Rates available from VIDEOCENTRIC for 36, 48 or 60 month leasing. Option to purchase at the end of the lease period is equivalent to 3 months payment, provided notice given prior to 33 <sup>rd</sup> month. Leasing applications subject to rapid approval by VIDEOCENTRIC's appointed leasing agent. Other flexible payment plans available subject to specific terms & conditions to be agreed directly with Leasing Agent.
Telephone credit card	Call 0118 979 8910. Subject to 3% handling fee.
E-commerce/online credit card	Cannot be accepted at this present time
Early settlement discounts	For approved credit account holders only, upon request
Late payment interest	0.25% per week. Separate invoice to be raised at each month end for period starting 32 days from date of invoice.
Currency rate fluctuation	Unless invoiced in £GBP or against fixed USD\$ or Euro quotation, VIDEOCENTRIC shall invoice separately for any excesses incurred.

## **TERMS & CONDITIONS (of each order)**

This agreement shall govern the terms and conditions of each sale of any products or services under any purchase order hereunder. Any purchase order placed upon VIDEOCENTRIC, in whatever form, will signify full acceptance of VIDEOCENTRIC's Terms & Conditions which shall not be superceded by any Customer Terms & Conditions supplied with a purchase order or subsequent business form.

### **Purchase Orders**

All purchase orders are subject to approval by VIDEOCENTRIC and must contain a Purchase Order Number, the Price, Quantity, Order code, Product description, requested Delivery Date and Delivery/Invoicing instructions. A delivery date of "ASAP" will be assumed to mean 45-days from date of order. The Customer hereby agrees that any Purchase Order received by VIDEOCENTRIC, whether it be by post, by fax, by email, by text or by phone shall be considered an authorised one and is therefore binding on the Customer. Any customer wishing to limit ordering to named individuals within their organisation, or require checking of authorised signatures prior to order processing, shall inform VIDEOCENTRIC, in writing, in advance of placing orders. Only where VIDEOCENTRIC has accepted such written conditions from a Customer, will VIDEOCENTRIC question the authorisation level of an order. No purchase order is binding on VIDEOCENTRIC until written acceptance is supplied in the form of an order acknowledgement or by shipping the goods/services, whichever is the sooner.

### **Order value vs Credit-level**

VIDEOCENTRIC retains the right to refuse any order if the Customer is outside his line of credit or is not within current standings, in which case VIDEOCENTRIC agrees that it will advise the Customer, within 3 working days of receipt of all orders, if the Customer's current level of credit is inadequate to allow VIDEOCENTRIC to ship the equipment in the Customer's order. VIDEOCENTRIC will liaise with the Customer and will make a "part shipment" of Products up to the value of the Customer's credit available, if so requested by the Customer.

### **VAT & Delivery Charges**

All purchase orders are subject to delivery charges and VAT which will be detailed by VIDEOCENTRIC on every formal quotation. Customer purchase orders which omit to mention delivery or VAT will still be processed by VIDEOCENTRIC on the basis that the delivery and VAT amounts supplied in the corresponding quotation will be added to the invoice automatically. Customers wishing VIDEOCENTRIC to reject Purchase Orders which do not contain such detail shall inform VIDEOCENTRIC in writing in advance of order placement.

### **Cancellation of Purchase Orders**

Unless VIDEOCENTRIC indicates that it is unable to fulfil a purchase order with the exact goods or services, in the timeframe requested by the Customer, no purchase order may be cancelled. In exceptional circumstances VIDEOCENTRIC may have a re-stocking arrangement with its manufacturer or importer, in which case a restocking fee of 25% (plus two-way delivery if shipment has already commenced) may be able to be agreed at VIDEOCENTRIC's sole discretion, but that will be handled on a case by case basis and will not be offered by VIDEOCENTRIC as part of its Terms and Conditions. Every purchase order received and accepted by VIDEOCENTRIC regardless of whether acceptance is supplied in the form of an order acknowledgement or delivery of goods or services will be binding.

### **Delivery & Acceptance**

Standard delivery lead times are not guaranteed and vary depending upon the manufacturer of the equipment concerned and upon VIDEOCENTRIC stock levels. VIDEOCENTRIC shall employ best efforts to ship Products, under purchase orders hereunder, as soon as possible after they are confirmed. Once products are prepared and ready for despatch by VIDEOCENTRIC, regular delivery methods will be employed to transport them to Customer. In exceptional circumstances, VIDEOCENTRIC will consider requests for expedite turnaround on orders subject to an expedite order fee. In no event may VIDEOCENTRIC be liable for damages, exemplary, or otherwise, for failing to deliver products within the published lead-time.

Delivery acceptance is in two parts, firstly visual inspection of external packaging upon delivery/collection and secondly detailed inspection of internal contents for signs of incorrect or inadequate delivery or for systems to be termed "dead-on arrival, DOA".

*Visual Inspection following Direct Delivery by VIDEOCENTRIC or its appointed agent.* The delivery address specified on a Purchase Order will be deemed to be that of the Customer or its appointed Agent for the purpose of delivery acceptance. The Customer agrees to visually inspect the packaging to accept that no damage has been caused in transit and that any signature of the courier's delivery note will signify such acceptance by the Customer. The Customer accepts full responsibility for ensuring such acceptance or rejection, even if the delivery address is that of the Customer's agent or self-appointed installation subcontractor, or a shared reception area at the delivery address specified.

*Visual Inspection following Onward Delivery by Customer to another of its sites.* VIDEOCENTRIC is not responsible for loss or damage or the failure of a visual inspection, where a Customer or one of its Agents or Sub-contractors forwards equipment from one site to another. Such onward forwarding may also disqualify a product from being classified as DOA during a detailed inspection, if the DOA duration is exceeded. This begins when the initial courier signature is received by VIDEOCENTRIC.

*Visual Inspection at Point-of-Collection.* In the event that the Customer arranges self-collection from VIDEOCENTRIC, in lieu of delivery, then acceptance or rejection will be deemed to be complete when the product leaves the VIDEOCENTRIC site, whichever method of collection be employed.

*Detailed Inspection & DOA declaration.* The delivery will be deemed to have been fully accepted by the Customer once the Customer has had a reasonable time to inspect the contents of the delivery. This time shall not exceed 5 working days from date of receipt by customer (ie the date & time recorded by VideoCentric's delivery agent) after which standard warranty conditions will apply. Upon discovery of a DOA item, VIDEOCENTRIC shall be contacted immediately by the Customer and await instructions for remedial action.

### **Shipment Responsibilities, Ownership & Risk**

**Shipments.** All Products delivered under the terms of this Agreement will be suitably packed and marked with the delivery address as specified by the purchase order. Shipment and insurance charges for delivery, using a method and carrier of VIDEOCENTRIC's choice, will be added by VIDEOCENTRIC unless otherwise stated at the time of quotation. If the Customer requests expedite delivery or the delivery address is outside stated geographical limits, then additional charges will apply for shipment and insurance. Alternatively, the Customer may, at its own discretion and its own cost, take full responsibility for the collection, shipping and insurance of products from VIDEOCENTRIC address. The required method must be stated at the time of order, otherwise VIDEOCENTRIC will assume that it is required to arrange for shipment through a carrier of its choice and that any reasonable, additional shipment charges for any special deliveries can automatically be included in the invoice. In the case of exports, unless stated at the time of quotation, it is the Customer's responsibility to deal directly with any customs duty or sales taxes which may apply locally in a given territory.

#### **Risk of loss or damage.**

(a) Where courier delivery directly to the Customer takes place, Risk of loss or damage will pass to the Customer on signature of a courier's delivery note. (b) Where the Customer arranges for collection, Risk of loss or damage will pass to the Customer upon signature by the Customer or its collection agent, on leaving VIDEOCENTRIC premises. (c) Where VIDEOCENTRIC, or its appointed sub-contract engineers arrive on Customer-site with equipment, Risk of loss or damage will pass to the Customer upon the start of the Installation work and so the Customer shall have the right to inspect the deliverables before work commences. The responsibility for security of the installation site, and loss from it, is therefore that of the Customer. Damage caused by VIDEOCENTRIC or its installation sub-contractor to equipment after delivery but before installation completion, shall be the responsibility of VIDEOCENTRIC. (d) Where an RMA is issued for the return of products to VIDEOCENTRIC or its manufacturer or repair centre, the Customer shall be responsible for the proper packaging and labelling of the goods in accordance with delivery instructions given on the RMA. The customer is also responsible for checking the identity of the courier matches the one authorised on the RMA, signing the courier collection note and keeping a copy of the collection note for inspection by VIDEOCENTRIC or its manufacturer for a period of not less than 6 months. Only if these procedures are followed and appropriate supporting records able to be made available to VIDEOCENTRIC upon demand will Risk of Loss or Damage transfer back to VIDEOCENTRIC. In the event that courier paperwork is not available and products are not received by VIDEOCENTRIC or its manufacturer/agent within 7 days of dispatch by Customer, it will be deemed that the original equipment is still in the possession of the Customer and an irrevocable invoice will be raised to the Customer for the additional equipment supplied at the fair and reasonable market price.

**Cost of shipping & insuring Returns** VIDEOCENTRIC shall assume all freight responsibility for Products shipped back to a UK Customer by VIDEOCENTRIC for products, which are under warranty at the time of return, provided the shipment is due to defects covered by the warranty and provided that the products were returned to VIDEOCENTRIC in accordance with the published RMA (Returned Materials Authorisation) procedure. Customer shall assume all freight and insurance responsibility for Products shipped to VIDEOCENTRIC for products that are out-of-warranty. The cost of two-way shipping and insuring products deemed Dead on Arrival (DOA) or those covered by a valid UK Advance-Hardware Replacement Maintenance Contract, shall be the responsibility of VIDEOCENTRIC or its manufacturers/delivery agent.

**Completion of Sale.** The sale is deemed to be complete at the point of delivery or collection signature. Invoicing may occur earlier at the time of order if payment by credit card, cheque or prior bank transfer, or upon shipment from VIDEOCENTRIC or its importer or trade distributor. Delivery duration shall have no impact on the Date of Invoice. Under no circumstances does VIDEOCENTRIC accept that a Customer will defer payment simply because another part of its project is delayed or the Customer has not received payment by a third party. The Customer hereby accepts that VIDEOCENTRIC will not share in any project risk of this type without prior written agreement from VIDEOCENTRIC.

**Title to Products.** Until the purchase price and all related charges, including accumulated interest, payable to VIDEOCENTRIC hereunder has been received in full, VIDEOCENTRIC retains complete ownership of the Products. The Customer agrees to keep proper records of serial numbers, purchase orders and invoices such that this information, together with full details of the whereabouts of the Products may be supplied to VIDEOCENTRIC within 5 days of request from VIDEOCENTRIC. The request may be invoked at any time if the credit period for products shipped by VIDEOCENTRIC has been exceeded. VIDEOCENTRIC may take any reasonable action it feels necessary to secure direct payment or the recovery of Products. In the event of non-payment, this will normally occur at the point where the credit duration has expired by 14 days. In the event of pending insolvency, the Customer agrees that any payments due to

VIDEOCENTRIC for Products or services received from VIDEOCENTRIC, will be deemed guaranteed and that any administrative receivers appointed will have been made aware of this position in advance and will accept their appointment on the understanding that VIDEOCENTRIC payments will take priority over all other trade debts.

### **Payments & Credit**

**Purchase Price Liability.** Customer agrees that VIDEOCENTRIC's liability under this Agreement, regardless of the form of action, shall in no event exceed the price paid by Customer for the Products. IN NO EVENT WILL VIDEOCENTRIC BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER, FOR LOST PROFITS, OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING IN ANY WAY OUT OF THIS AGREEMENT.

**Credit Application & Supply of Information to 3<sup>rd</sup> Parties.** Trade Customers must complete an application for credit and any amendments to these standard terms and conditions will be detailed as an appendix to the application form and signed by both Customer and VIDEOCENTRIC, otherwise the Terms & Conditions listed herein will apply. The Customer hereby agrees that VIDEOCENTRIC shall have the right to refer any application for credit to any professional 3<sup>rd</sup> Party agent of its choice for the purposes of credit assignment, credit maintenance, invoice management, invoice collection and credit insurance. The Customer also agrees to liaise with such a nominated 3<sup>rd</sup> party collection agent, as appointed by VIDEOCENTRIC, over invoices raised, and hereby agrees to make payments to such a collection agent if instructed in writing by VIDEOCENTRIC. With reference to the Data Protection Act 1998, the Customer is hereby notified that VIDEOCENTRIC's nominated credit agency will make a search, and keep a record of that search and may share that information with other businesses. They may also make enquiries about the Principal Directors listed and will monitor and record information relating to the Customer's trade credit performance and such records will be made available to other organisations to assess future applications for credit.

**Credit Level Maintenance** The Customer agrees that any level of credit is an earned privilege and that VIDEOCENTRIC and/or its nominated 3<sup>rd</sup> party collection and credit agent, should withdraw indefinitely any credit assigned if a poor record of payment develops. If Customer exceeds its credit line, or fails to qualify for continued credit terms, VIDEOCENTRIC may delay subsequent shipments and/or require prepayment or other payment arrangements satisfactory to VIDEOCENTRIC. Any Products shipped pursuant to specific credit terms, such as Payment with order shall not affect the Customer's credit line. The payment by the Customer to VIDEOCENTRIC as aforesaid is a precondition for the shipment by VIDEOCENTRIC of the relevant product. VIDEOCENTRIC reserves the right to withdraw or amend the value of the credit line at any time based on any reason including Customer's change in financial condition, or payment history.

**Late Payments & Reporting** The Customer hereby requests that VIDEOCENTRIC or its nominated 3<sup>rd</sup> party collection and credit agent automatically issues an invoice for interest on all overdue payments at a rate of **0.25% per week**. The Customer is hereby also made aware that VIDEOCENTRIC reserves the right to report monthly, quarterly and annually, the names of its aged debtors, to nominated agents and/or VIDEOCENTRIC staff, including but not limited to International Financial Controllers, 3<sup>rd</sup> party Credit Management and/or Insurance Companies, 3<sup>rd</sup> Party Accountants and Auditors. VIDEOCENTRIC reserves the right to amend the names of the Companies it chooses to appoint for the purposes of debt collection and reporting at any time, and without reference to the Customer.

**VAT, Taxes and Other Exclusions.** All prices described herein are exclusive of VAT, local taxes and customs duty. VIDEOCENTRIC will not add VAT to any non-UK invoices. If it is later found that local VAT is payable in the territory concerned, then it will be the responsibility of the Customer to make appropriate local VAT declarations as appropriate. No compensation shall be paid by VIDEOCENTRIC Ltd for failure to declare, pay or collect refunds on VAT or other taxes.

**Hardware Warranty.** VIDEOCENTRIC passes to its customers, full manufacturer's warranty on new products or remainder of warranty on used or ex-demo products, unless specifically stated. The product identified by the serial number indicated on the hardware will be warranted by its manufacturer free from defects in materials and workmanship for a period of one (1) year from the date of delivery, unless the manufacturer of the equipment concerned offers a longer standard warranty in which case this shall apply. Date of delivery is defined as (a) the date of shipment from VIDEOCENTRIC or its manufacturer or shipping agent for direct deliveries to a Customer, or (b) the date of installation by VIDEOCENTRIC or (c) the date of installation by an approved sub-contractor of VIDEOCENTRIC. For installations held by the customer for a period of greater than 30 days, manufacturer's warranty will begin at the point at which VIDEOCENTRIC took delivery of the goods on behalf of the customer. Repairs and parts replaced by VIDEOCENTRIC will be shipped within 30 days of receipt of the faulty unit and subsequently warranted for ninety (90) days from the date of shipment by VIDEOCENTRIC or for the remainder of the warranty period, whichever is the greater. VIDEOCENTRIC does not warrant that the operation will be error free or uninterrupted. Customer shall not be entitled to extended warranties beyond the written warranty period, although these may be offered at the discretion of VIDEOCENTRIC.

**Software Warranty.** Unless specifically stated, VIDEOCENTRIC's manufacturers warrant that the software will perform according to accompanying user documentation for a period of ninety (90) days from date of receipt unless the manufacturer of the software concerned offers a longer standard warranty in which case this shall apply. VIDEOCENTRIC does not warrant that the operation will be error free or uninterrupted. Rectification of a software fault accepted by the manufacturer, shall be in the form of a "bug fix" and released to the customer as soon as reasonably

practicable after VIDEOCENTRIC is notified by the customer. A bug fix does not qualify the Customer for any formal Software Upgrade unless the manufacturer regards such a release as the only suitable way of releasing a bug fix to the customer, in which case there will be no charge to the customer. Other systems owned by the customer which fall outside the 90 day software warranty period do not automatically qualify for the same fix or software upgrade unless covered separately by a maintenance agreement.

**Warranty Exclusions.** All warranties set forth above specifically exclude and do not apply to defects in Product that are (A) caused through no fault of VIDEOCENTRIC during shipment to or from Customer, (B) caused by the use or operation of Products in an application or environment other than that intended or recommended by the MANUFACTURER, (C) caused by modifications or alternations made to the Products by Customer or any third party, (D) caused by unauthorized or self installations, maintenance performed on the Products by Customer or any third party, (E) caused by failure of Customer to comply with any of the return procedures specified in this Agreement or (F) which are the result of Products being subjected to unusual physical or electrical stress.

**Out of Warranty Support.** Extended warranty support is available for most products at the time of purchase and is renewable on an annual basis for an indefinite term. Out-of-Warranty Returns will only be accepted by VIDEOCENTRIC under special circumstances where a quotation has been made available in advance. VIDEOCENTRIC reserves the right to refuse to quote for any out-of-warranty repair/replacement. Renewal of maintenance contracts after expiry may be possible on certain products subject to a recertification fee and on the basis that a faulty unit is repaired as an out of warranty return before it can be recertified.

**In-Warranty Support.** Customer shall send Products with defects covered by a Manufacturer's warranty to VIDEOCENTRIC Ltd at the address on the front cover of this agreement, unless an alternative address is specified on the RMA. Customer shall first request Return Materials Authorization (RMA) from VIDEOCENTRIC prior to the return of each defective Product for repair or replacement by VIDEOCENTRIC. Upon request, VIDEOCENTRIC will provide Customer with a Return Material Authorization (RMA) number to be prominently displayed on the shipping container for the defective Product. Once VIDEOCENTRIC authorises the return of any defective Product, Customer shall ship such Product to the repair facility, freight prepaid and insured. If such defective Product is received by VIDEOCENTRIC during the applicable warranty period, VIDEOCENTRIC shall, at its sole option and expense, repair or replace such Product, employing at its option, new or used parts or Products to make such repair or replacement, and shall ship the repaired or replaced Product to Customer, freight prepaid and insured. In-warranty support relates to the hardware element of the system, not to the software running on it, which will be delivered at the latest level regardless of the levels which may be running on other similar equipment owned by the Customer.

#### **Maintenance Contract Support**

Maintenance is available on all brand new units either at the time of order or within 30 days of order. It is also available as a transfer from another Reseller at the time of renewal provided there is no break in cover. Maintenance purchased on systems that have no previous cover, or earlier cover has elapsed will be subject to Recertification. Recertification involves completion of a form, accepting a dial-in test over ISDN or over Broadband IP to determine full functionality prior to acceptance. Order acceptance is not to be interpreted as Recertification acceptance which is underwritten by VIDEOCENTRIC's technical department and for software-maintained products, by the Manufacturer or its Appointed Importer, under the instruction of VIDEOCENTRIC. Acceptance of any maintenance contract, including re-certifications, will be signified by the delivery of a valid maintenance certificate by VIDEOCENTRIC for each unit covered.

A selection of maintenance contracts are offered depending upon the level of responsiveness required.

a) **Extended Warranty** – operates in the same way as the foregoing “In-Warranty Support” but for an extended period as defined by the order accepted. Extended warranty only applies to the hardware element of the system, not to the software running on it, which will be delivered at the latest level regardless of the levels which may be running on other similar equipment owned by the Customer.

b) **Advance Hardware Swap-out Maintenance** (also referred to as Rapid Response Support (RRS) – This is available to customers in mainland Great Britain only, and for those with a current credit level to cover the value of goods in case of non-return. VideoCentric shall send an equivalent or better replacement Product ahead of the Customer returning suspected faulty goods. Customer shall first telephone VIDEOCENTRIC Technical Support who will liaise for up to one hour to diagnose the fault. Once VIDEOCENTRIC identifies the defective Part, Parts or complete Product, VideoCentric shall ship a suitable replacement freight prepaid and insured, to arrive with Customer within 48 hours from such diagnosis. VIDEOCENTRIC shall arrange for defective Product/s to be returned to VIDEOCENTRIC or manufacturer or agent. VIDEOCENTRIC shall, at its sole option and expense, repair or replace the faulty Product, employing at its option, new or used parts or Products to make such repair or replacement, and shall within 60 days ship the repaired or replaced Product to Customer, freight prepaid and insured. VIDEOCENTRIC will then arrange for the loan replacement Product/s to be collected and returned to VIDEOCENTRIC or manufacturer or agent. The loan replacement unit must be returned to VIDEOCENTRIC within a further 7 days, in the same condition as it was originally delivered, complete and properly packaged and labelled, otherwise the Customer is liable for loss or damage arising. No product shall be released to a courier without an official collection slip, a copy of which must be presented to VIDEOCENTRIC upon demand. Failure to supply proof of collection by VIDEOCENTRIC'S authorised courier will result in an invoice for the goods concerned at full market price.

c) **On-Site Engineer Maintenance** - Customer shall first telephone VIDEOCENTRIC Technical Support who will liaise with Customer for up to one hour to diagnose the cause of the fault. Once VIDEOCENTRIC identifies that a site visit is necessary to further diagnose, fix or temporarily or permanently replace the defective Part, VideoCentric shall send a technical engineer to the Customer's site at VideoCentric's cost, to arrive with Customer within 24 hours from such

diagnosis. VIDEOCENTRIC shall offer an estimated time of arrival convenient to VIDEOCENTRIC which maybe anytime between 8am and 6pm. If a time is offered that is not suitable for the Customer, and VideoCentric is otherwise unable to accommodate, then the appointment shall be offered during the next 24-hour period and so on, until a mutually agreed date & time can be set. VIDEOCENTRIC's on-site investigation is limited to the products specifically covered by the contract and not to the associated network connections, networking devices, firewall configurations or other networked VC devices, other than to determine whether a LAN network connection is present. On-site engineers are not available to act as video or network consultants nor do they provide ad-hoc training. Their responsibility is quickly identify and replace or fix faulty hardware, cables and system configuration and/or load new software if included within the contract. VIDEOCENTRIC's on-site engineer shall endeavour to leave the site with a working system, whether that be a temporary replacement of equal, better or adequate specification, a new or used permanent replacement or equal or better specification, or with new or replacement parts in the event that the fault can be fixed on site.

**d) Software Maintenance** - This is available on most software-based systems sold by VIDEOCENTRIC allowing customers to download (or be sent by post according to delivery method deployed by the manufacturer) software releases which normally upgrade the base-platform software of the system in addition to ongoing bug fixes. This does NOT include chargeable software options nor upgraded licences to external operating system software (eg MS Windows XP) which may in some cases be necessary to support increased functionality. Software maintenance may be purchased in isolation or as part of purchasing Advanced Hardware Swap-out Maintenance or On-Site Engineer Maintenance for which the price is usually included. Unless stated in an On-Site Engineer contract, software maintenance is via customer-initiated download at a time convenient to the Customer, if necessary under the telephone guidance of VideoCentric. Notification of approved software release availability is via email or manufacturer's web site or VideoCentric's web site.

### **Hire Equipment**

VideoCentric will hire equipment to Customers on a short-term basis, 1-day, 1 week or 1 month. A Hire request form must be completed and unless an existing Credit Agreement is already in place with VIDEOCENTRIC, full hire fees and deposit are payable via Credit Card in advance. A purchase order number is required in order for a VAT invoice to be sent to the hirer's accounts department. If goods have not been returned by 5pm on the day of hire end-date, the Customer agrees to be invoiced or charged on Credit Card for the extended hire at the standard daily rate plus surcharge as published in VIDEOCENTRIC's price list. This will be a minimum of one day. Invoices raised against late return are payable within 30 days of the date of invoice otherwise compound annual interest of 10%, calculated daily, will be charged on the balance thereafter. Where VideoCentric has agreed to collect the goods and the goods are not available for collection as stated, the hirer agrees to be charged for an extra day and a courier will be re-booked for the following day. If this takes the hire over a weekend, a full-week (equivalent to 3 days hire) will be charged. If VideoCentric arranged a courier to collect, proof of collection at Customer's premises must be retained for VideoCentric's inspection if required. Failure to supply following non-return of goods, means that Customer is still liable for loss. If Customer arranges for own-courier to collect, a fax back section on the Hire Form allows Customer to supply VideoCentric details about the timing of the collection. In the event of a delayed return, no appeal against surcharges will be considered unless this form was received by VideoCentric's fax prior to the time of planned courier collection. Returned goods will be checked off by VideoCentric. The hirer will be charged for any parts missing or damaged or if not replaceable the full amount will be invoiced against the P.O. number supplied. Unless during courier shipment arranged by VideoCentric, the hirer is responsible for all loss or damage and insurance is highly recommended. Hirers attention is drawn in particular to the following section on Packaging and Labelling. Unless adequate reasons have been communicated to and accepted by VideoCentric, equipment not returned within 48 hours of end of hire period may be deemed sold to the hirer at the replacement cost stated on the Hire Form, and on 7 day terms. Legal title does not pass until goods paid for in full. VideoCentric shall refuse late return and demand payment in full where VideoCentric has found it necessary to introduce an extra unit into Hire stock to cover a unit not returned on time.

### **Leased Equipment**

VideoCentric will arrange for Equipment Leasing on a long-term basis with its preferred LEASING COMPANY. Normally this term will be 24 months, 36 months, 48 months or 60 months but special agreements may be reached through direct negotiation. Once an equipment list has been agreed upon through the formal Quotation process, a Leasing Request form will be completed and sent by VIDEOCENTRIC to its LEASING COMPANY to enable direct and confidential discussion to take place between Financial representatives of the CUSTOMER and LEASING COMPANY who will agree or reject the application accordingly. Once the CUSTOMER has agreed terms with the LEASING COMPANY, VIDEOCENTRIC will receive a purchase order from the LEASING COMPANY not from the CUSTOMER. An option to purchase at the end of the term may be agreed with the LEASING COMPANY if required, after which title will transfer to the CUSTOMER. Otherwise title remains with the LEASING COMPANY throughout and after the agreed period.

**Packing & Labelling** All Products returned to VIDEOCENTRIC shall be packed in their original shipping container, or in a container purchased from VIDEOCENTRIC. Unless otherwise provided for in this Agreement, all Products must be shipped by a certified carrier experienced in handling sensitive freight. All Product returned for repair must include with them a report indicating the type of failure. VIDEOCENTRIC will not be responsible for damage or loss resulting from poor packaging or labelling or for removing adhesive tape, labels, permanent markings or other residue applied to the Product by Customer. If the boxes of any products returned for re-stocking (see separate conditions) have damage, marker pen, tape or courier labels stuck to them, the Customer agrees that the restocking fee will be increased from 25% to 50% to allow VIDEOCENTRIC to be able to sell the products as graded/damaged stock through the bargain section of its web site.

**Indemnification by Sub-Reseller or Integrator.** Any trade reseller or integrator purchasing products or services for onward supply to an end-customer or other 3<sup>rd</sup> party, agrees and undertakes to indemnify VIDEOCENTRIC against any

damages, costs (including attorney's fees and costs) or any other liability arising from claims on the Sub-Reseller or Integrator by any third party, unless it can be shown that VIDEOCENTRIC mis-represented such Products or Services in selling them through the said Sub-Reseller or Integrator. VideoCentric takes no responsibility for any brochures, data sheets, technical specifications, quotations, pricing, product/service descriptions, warranties, offers, appearing on any web-site other than those belonging to VideoCentric, or those appearing in brochures, advertisements, letters, documents, electronic media, publications, exhibitions, or other promotional material of sub-resellers, integrators, consultants, agents or trade partners, unless specifically underwritten for a maximum period of 30 days, by a Director of VideoCentric in advance. All such material is liable to change at any time and without notice and it is the responsibility of the Sub-Reseller or Integrator to check all descriptions against current specifications on a per-quotation basis and to always represent products and services in a manner consistent with the Manufacturers' current Product descriptions and warranties.

**Authorised Two-tier selling.** VIDEOCENTRIC is established primarily as a reseller and integrator supplying direct end-customers. In certain situations VIDEOCENTRIC may partner with a 3<sup>rd</sup> party Integrator or Sub-reseller to fulfil a project. In supporting a partner, VIDEOCENTRIC must be furnished with end-user details including Installation Address, Customer Project Manager, Telephone No, Email Address, ISDN number or Public IP address if a videoconferencing system is being installed, Technical Support contact details and Partner Technical Support details. The absence of such details will affect the level of after sales service given by VIDEOCENTRIC and may result in the manufacturer regarding products sold as unsupported. In most cases VIDEOCENTRIC will not supply a videoconferencing system to a reseller unless VIDEOCENTRIC is also contracted to install and maintain the system, in which case VIDEOCENTRIC will collect full details about the system as part of the installation process. Where a full maintenance contract is purchased, customer details will be made available to the manufacturer so that full end-to-end support is assured.

**Un-authorized Two-tier selling.** Where a reseller, sells on a system to an end-customer without the knowledge or written agreement of VIDEOCENTRIC, then the reseller will be regarded as having sold the end-customer a 2<sup>nd</sup>-hand unit and as such neither the manufacturer, nor VIDEOCENTRIC is obliged to offer any support to the end-user other than to advise them to approach the reseller they bought from, who will be deemed to be unauthorised. All support communication, dead-on-arrival considerations, warranty, returns and database information will relate to the Reseller's delivery address and from the date that delivery was made to that address, not to subsequent end user receipt. In the absence of a hardware maintenance contract, warranty is limited to "return-to-factory" for the standard duration specified by the manufacturer and two way export/shipping charges shall be paid by the Reseller (on behalf of the end Customer) in advance of investigation. In the event that new software has been released since the hardware was originally shipped by the manufacturer, and a replacement system containing newer software needs to be delivered back to the Customer, if that system is not covered by a valid software maintenance contract, then the published cost of interim software releases will also have to be borne by, and pre-paid by the Reseller (on behalf of the end Customer), before the replacement or repaired system will be delivered back.

**Disclaimer.** EXCEPT FOR THE WARRANTIES SET OUT BY EQUIPMENT MANUFACTURERS, VIDEOCENTRIC MAKES AND CUSTOMER RECEIVES NO WARRANTIES ON THE PRODUCTS, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR COMMUNICATION WITH CUSTOMER, AND VIDEOCENTRIC SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OR CONDITION OR MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL VIDEOCENTRIC BE LIABLE FOR ANY DAMAGES, INCLUDING LOSS OF PROFITS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE, OR INABILITY TO USE THE PRODUCTS.

### **Legal issues**

If any party commences an action connected with these Conditions, then the prevailing party shall recover reasonable legal fees from the non-prevailing party, plus any other fees which the prevailing party shall be entitled to receive.

**Governing Law.** This Agreement shall be governed by and construed in accordance with English law.

**Jurisdiction.** The parties agree that any English Court of Law, shall be the venue for the hearing of any claim or matter relating to this Agreement, and the parties hereto agree to submit to the jurisdiction of any such Court.

-----End-----

## **Mutual Confidentiality Agreement (Non-Disclosure Agreement, NDA) (Optional)**

1. In consideration of VIDEOCENTRIC and Customer disclosing and/or providing each other certain confidential documentation, drawings, specifications, diagrams, plans, release/launch dates, notes, data, patterns, models, samples, software applications, computer outputs, computer output applications or other materials or records relating to all VIDEOCENTRIC products, VIDEOCENTRIC-Partner products, VIDEOCENTRIC Business, Customer Business, VIDEOCENTRIC Customers, Customer Customers, (hereinafter "the Information"), for the sole purpose of keeping the Information (whether supplied in reproducible or unreproducible form) entirely confidential at all times and in doing so to apply the strictest security measure at all times and places to ensure that the Information is disclosed only to those to whom such disclosure is strictly necessary for the purposes envisaged by the Customer Agreement and for whom secrecy undertakings, enforceable at our request, have been obtained.
  
2. The Customer and VIDEOCENTRIC hereby acknowledge that the Information disclosed to each, is regarded as highly confidential, and undertakes that it will not, for a period of five (5) years from the above date, disclose said Information, or any part thereof, to any third party or use the same for any purpose other than that mentioned in Section 1 above without the written consent of the "Owning Party" (that being either VIDEOCENTRIC or the Customer, whosoever shall own the information in question), except if and to the extent that:
  - (a) the information is in the public domain at the time of disclosure or subsequently becomes part of the public domain, except by the breach of the "Recipient Party" (that being either VIDEOCENTRIC or the Customer, whosoever shall have received the information from the Owning Party of its obligations hereunder; or
  - b) the information is received by the Recipient Party from another Third Party, provided that such information was not obtained by said Third Party directly or indirectly from the Owning Party pursuant to obligations of confidentiality and was disclosed without the Owning Party's consent; or
  - (c) is shown by the Recipient Party to be in its possession at the time of disclosure and which was not acquired directly or indirectly under obligations of secrecy to the Owning Party.
  
4. The Customer and VIDEOCENTRIC undertake to disclose the Information only to those of its consultants, employees and affiliates who have to be so informed in order to ensure its proper evaluation. The Customer and VIDEOCENTRIC will be separately responsible for ensuring that the obligations of confidentiality contained herein are observed by said consultants, employees and affiliates, during this Agreement or after its expiry, even after the termination of employment by such individuals, by the inclusion of appropriate clauses in their personal contracts.
  
5. The Customer and VIDEOCENTRIC mutually agree that no license or warranty regarding the Information is granted by implication or otherwise under this Confidentiality agreement except a license to use the Information for the purposes set forth in Section 1 above, of this appendix.

6. **Acceptance of NDA**

	Customer representative:	VIDEOCENTRIC representative:
Print Name:		
Title:		
Signature:		
Date:		