

i-desk Solutions Ltd. Terms and Conditions

STANDARD CONDITIONS OF CONTRACT

1. BASIS OF CONTRACT AND INTERPRETATION

(a) These T&C's apply to all contracts of supply to the Buyer by i-desk Solutions Ltd. All Orders placed by the Buyer whether written or oral shall constitute an offer by the Buyer to i-desk Solutions Ltd. to purchase Goods under these Conditions subject to availability of the Goods and to written or emailed acceptance of the Order by i-desk Solutions Ltd. authorised representative. No (1) additions, variations, waiver or amendment of these T&C's nor (2) other terms and conditions in any document or other communication of/with the Buyer shall form part of the contract unless specifically referred to in these T&C's or unless a director or company secretary of i-desk Solutions Ltd. has prior agreed with the Buyer in writing. No agent or employee other than a director or company secretary of i-desk Solutions Ltd. has authority to vary these T&C's or make any representations about i-desk Solutions Ltd's business, goods or service. No conduct by i-desk Solutions Ltd. shall be deemed to constitute acceptance of any terms put forward by the Buyer. The acceptance by i-desk Solutions Ltd. of any Order from the Buyer shall be deemed to incorporate all these T&C's. Any quotation given by i-desk Solutions Ltd. does not constitute an offer capable of acceptance. All implied terms shall be excluded to the fullest extent permitted by law save as set out in these T&C's.

(b) In these T&C's:

(1)

"Buyer": means the party named in the Order.

"i-desk Solutions Ltd." means i-desk Solutions Limited registered in England and Wales with company number 4496551 of Maxon House, Hogwood Lane, Finchampstead, Wokingham, Berkshire, RG40 4QW, United Kingdom.

"Contract" means a contract between the Company and Buyer for the supply of the Goods.

"Goods" means all equipment, machinery, parts, spares, software and other goods supplied by i-desk Solutions Ltd. (and

where appropriate goods, materials or services used on or in relation to the contract)

"Intellectual Property" means any patent, copyright, registered design, unregistered design right, trade mark (whether

registered or not), know how or other industrial or intellectual property right in respect of the Goods, and applications for

any of the forgoing.

"Order" means an order placed by the Buyer to purchase Goods.

"Price" means the price charged by i-desk Solutions Ltd. to the Buyer for the Goods.

"T&C's" mean the Standard Terms and Conditions comprising this document.

(2) All references to i-desk Solutions Ltd. agreeing, approving, waiving or specifying a matter apply only if such is

confirmed in writing by a duly authorised officer of i-desk Solutions Ltd.

(3) The headings in this Agreement are for ease of reference only and shall not affect its interpretation or construction

(4) In this Agreement words importing the singular shall include the plural and vice versa and references to any gender shall include all other gender.

(5) A Working Day is any day other than a Saturday, Sunday or statutory Bank Holiday in England & Wales.

2. TIME

Any periods or times stated for delivery or for compliance with any other contractual obligation on i-desk Solutions Ltd's part ("Estimated Times") shall run from the date of i-desk Solutions Ltd's acceptance of the Buyer's written, faxed or verbal order and (where required by i-desk Solutions Ltd.) any payment, samples, information, licences and consents necessary to proceed with the order. Estimated Times are estimates only. i-desk Solutions Ltd. shall not be liable for any loss or damage, including any consequential loss resulting from delay or failure to notify the Buyer of any delay. Changed specifications or instructions may result in changes to Estimated Times. Time of delivery is not of the essence of the Order nor of any Contract

3. PRICE, PAYMENT AND BUYER'S LIABILITY

(a) Catalogues price lists and other advertising literature or material as used by i-desk Solutions Ltd. are intended only as

an indication as to price and range of goods offered. No prices, descriptions, illustrations or other particulars shall be

binding on i-desk Solutions Ltd. and do not form part of the Contract but are intended merely to be indicative. The prices

payable shall be those notified to the Buyer on i-desk Solutions Ltd. invoice. Unless otherwise agreed, specified prices are

exclusive of VAT and unless otherwise prior agreed in writing do not include delivery (i.e. ex-works) or installation.

(b) i-desk Solutions Ltd. shall be entitled to increase prices to take account of

- Delivery charges
- Insurance
- Special handling charges
- Changes in specifications
- Additional work and revised instructions
- Changes in taxes, duties or levies
- Extra costs or expenses incurred by i-desk Solutions Ltd. as a result of site conditions, delays, interruptions, lack of information
- Changes in exchange rates
- Any other factors beyond i-desk Solutions Ltd's control.

(c) Payment of the Price and any outstanding part thereof and all other charges due under the Contract shall be made within 14 days from the date of issue of the invoice for the Goods, unless otherwise prior agreed in writing by i-desk Solutions Ltd. The contents of the invoice, including inter alia the Price, shall in the absence of a manifest error, be deemed to have been accepted by the Customer unless the Customer has notified i-desk Solutions Ltd. in writing within 7 days from the date of the invoice that such contents are disputed. Unless otherwise agreed, payment shall be made in pounds sterling, without set off, deduction or withholding. Without prejudice to any other right of i-desk Solutions Ltd. all overdue

payments shall carry interest at the rate of 24% over the Bank of England Base Rate subsisting from month to month per year or part thereof on the amount or amounts for the time being outstanding. Overdue debts, paid prior to litigation will also be subject and equal to an administration charge of 5% of the total account balance.

(d) A 50% invoice will be issued on the date of purchase order for immediate payment and a 50% invoice, or a greater % in accordance with the factors listed in (b) above, will be issued after delivery of the goods unless a quotation indicates we will provide exceptionally other payment terms.

(e) The Buyer shall pay to i-desk Solutions Ltd. in cash or as otherwise agreed all sums immediately when due, without reduction or deferment on account of any claim, counterclaim or set off.

(f) i-desk Solutions Ltd. may appropriate any payment made by the Buyer and apply it in total or partial satisfaction of any debt then due from the Buyer.

(g) The Buyer shall fully and effectively indemnify i-desk Solutions Ltd. against the total expense to i-desk Solutions Ltd. arising out of the Buyer's breach or breaches of these T&C's. Such expense shall include (without limitation) (1) all expenses incurred by i-desk Solutions Ltd. in sourcing the Goods (2) all court fees (3) all amounts payable to i-desk Solutions Ltd's professional advisers (payable on an indemnity basis) in pursuing claims against the Buyer for breach or breaches of these T&C's and for enforcing any judgement/s and/or order/s (4) all amounts payable to i-desk Solutions Ltd's insurers and/or debt recovery agents, in each case including anticipated sums payable by i-desk Solutions Ltd. only after payment of any sums from the Buyer.

(h) No contract or order may be cancelled or varied without i-desk Solutions Ltd.'s agreement. If i-desk Solutions Ltd. agrees to cancel or vary an order, then the Buyer shall indemnify i-desk Solutions Ltd. against all costs, claims, loss, damages, charges and expenses occasioned thereby including any consequential loss and loss of profits. In the event that i-desk Solutions Ltd. does agree to cancellation or variation it shall be entitled to charge and the Buyer agrees to pay an administration charge of 5% of the total account balance.

4. DELAYS IN DESPATCH AND STORAGE

(a) If the Buyer requests to delay the delivery for more or equal to 15 working days from the original planned day of delivery, the date of issue of the invoice would be the date of the original planned delivery. Conditions of Payment are as described in paragraph 3 (c).

(b) Where despatch is delayed through the Buyer's unwillingness or inability to arrange carriage (or to make any payment due prior to despatch) i-desk Solutions Ltd. may effect delivery of the Goods by giving written notice that it is ready for despatch. If the Buyer does not take delivery of the whole quantity of the Goods at the due time, then any discount or other allowance in respect of the Goods, which is or would be otherwise allowed to the Buyer shall be recalculated to the level of Goods actually accepted by the Buyer.

(c) If i-desk Solutions Ltd. stores the Goods at the Buyer's request or after notice has been given that the Goods are ready for dispatch the Buyer shall reimburse i-desk Solutions Ltd. for all costs and expenses of storage (including any necessary transit costs and insurance).

5. ACCEPTANCE AND RETURNS PROCEDURE

(a) The Buyer shall inspect the Goods as soon as reasonably practicable after delivery to check the

Goods for damage, discrepancies and shortages. If there is any damage, discrepancy or shortage in respect of the Goods then the Buyer shall notify i-desk Solutions Ltd. of such in writing immediately and in any event within 2 Working Days of delivery. If no notification is made by the Buyer within such time then the Buyer is deemed to have accepted the Goods as being in full compliance with the Order and i-desk Solutions Ltd. shall not be liable for any damage discrepancy or shortage or otherwise. A "deliveries" or "arrivals" note signed by the Buyer or its agent indicating that the Goods are in good order on arrival shall be conclusive proof of the same and bind the Buyer.

(b) i-desk Solutions Ltd. operates a returns procedure for Goods that fail on installation ("D.O.A's"). Further details of the D.O.A returns procedure are available on written request. The D.O.A returns procedure may vary depending on the manufacturer of the Goods and will be notified to the Buyer upon the Buyer notifying i-desk Solutions Ltd. that the Goods have apparently failed on installation. The Buyer shall comply with all instructions given to it by i-desk Solutions Ltd. in relation to the applicable D.O.A returns procedure. The Buyer shall notify i-desk Solutions Ltd. in writing, within 48 hours of delivery, if any Goods appear to be D.O.A and arrange their return to i-desk Solutions Ltd. within 7 Working Days. If the Buyer wishes to return the Goods as D.O.A more than 7 Working Days after delivery then it must first obtain a manufacturer's returns authorisation and i-desk Solutions Ltd's consent.

(c) In the event that Goods fail after installation ("Faulty Goods") the Buyer shall notify i-desk Solutions Ltd. within 3 Working Days of the fault becoming apparent and follow the instructions notified to it by i-desk Solutions Ltd. in relation to the fault.

(d) Should the Buyer return the Goods otherwise than as set out in these T&C's then the Buyer shall pay all i-desk Solutions Ltd.'s costs and expenses arising from liaising with the manufacturer concerning the return.

(e) The Buyer shall pay all i-desk Solutions Ltd.'s costs and expenses if the Goods suspected to be D.O.A or Faulty Goods prove not to be D.O.A or Faulty Goods.

(f) The Buyer shall be responsible for and pay all transportation and insurance costs relating to returned Goods.

(g) i-desk Solutions Ltd. shall not be responsible for installation of returned Goods after repair or exchange.

(h) All labour costs and expenses incurred in extracting and replacing defective parts and/or components shall be borne by the Buyer and if incurred by i-desk Solutions Ltd. shall be paid for by the Buyer at i-desk Solutions Ltd.'s then standard applicable rate.

(i) The Buyer shall pay all of i-desk Solutions Ltd.'s costs if i-desk Solutions Ltd. agrees to collect the Goods for return and such Goods are not ready for collection at the agreed time.

(j) Damage incurred in the course of returning Goods to i-desk Solutions Ltd. remains the responsibility and liability of the Buyer.

(k) i-desk Solutions Ltd. reserves the right to refuse to credit Goods returned which are in compliance with its warranty but which I-desk Solutions Ltd. is unable to re-sell for any reason.

(l) i-desk Solutions Ltd. will not accept a request for Goods to be returned where the Goods or parts thereof have been specially purchased by i-desk Solutions Ltd. at the request of the Buyer.

(m) Where Goods have been ordered in error by the Buyer, i-desk Solutions Ltd. may consider accepting the Goods back but only in accordance with the requirements of clauses (k) (m) and (n). i-desk Solutions Ltd. may charge a handling charge of 20% plus any collection costs incurred by i-desk Solutions Ltd.

6. LIMITED WARRANTY

Subject always to the Buyer complying with the provisions of condition 5 above and to the other conditions set out in these

T&C's:

(a) i-desk Solutions Ltd. may (at i-desk Solutions Ltd.'s sole discretion) either (1) refund the price (2) make good by repair (3) exchange the Goods which are shown to i-desk Solutions Ltd.'s reasonable satisfaction to have proved defective in materials or workmanship within the manufacturer's specified warranty period. i-desk Solutions Ltd. shall in its sole discretion decide whether such making good shall be effected at the offices of the Buyer or at i-desk Solutions Ltd.'s offices.

(b) The warranty contained in this condition is in lieu of all conditions and warranties whatsoever (whether expressed or implied and whether arising at common law or by statute) all of which are hereby excluded to the full extent permitted by law. i-desk Solutions Ltd. does not exclude the warranty as to title implied by law.

(c) The warranty contained in this condition shall not apply if (1) the repair or replacement is required because of an accident, neglect, misuse, or failure to maintain the Goods on the part of the Buyer (2) there is interference with the Goods by persons other than i-desk Solutions Ltd.'s engineers (3) the Buyer uses equipment or spares not approved by i-desk Solutions Ltd. (4) any sum owing to i-desk Solutions Ltd. by the Buyer has not been paid. All such matters shall be the entire responsibility of the Buyer for all purposes.

(d) The Buyer acknowledges that the Goods sold to it by i-desk Solutions Ltd. contain goods manufactured by other parties. The Company sells the contained goods with the benefit of any manufacturer's warranty subject to the terms and conditions of such warranty.

7. RETENTION OF TITLE: RISK, PROPERTY AND SEPARATE STORAGE

(a) All risk in the Goods shall pass to the Buyer on dispatch from i-desk Solutions Ltd. At that moment, the Buyer shall become responsible for the care and protection of the Goods and shall take out at its own expense adequate and comprehensive all risks insurance cover on the Goods (with a note of i-desk Solutions Ltd.'s interest endorsed therein until i-desk Solutions Ltd. has received payment of the Price in full).

(b) Notwithstanding delivery and the passing of risk in the Goods, title in the Goods (including full legal and beneficial ownership) shall not pass to the Buyer until i-desk Solutions Ltd. has received (in cash or cleared funds) payment in full for all Goods supplied by i-desk Solutions Ltd. to the Buyer under all contracts between them. Payment of the full price for the Goods shall include the amount of any interest and other sums payable under contracts between i-desk Solutions Ltd. and the Buyer.

(c) Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as i-desk Solutions Ltd.'s fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as i-desk Solutions Ltd.'s property. Until that time the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall account to i-desk Solutions Ltd. for the proceeds of the sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any monies or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

(d) Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold) i-desk Solutions Ltd. shall be entitled at any time to require the

Buyer to deliver up the Goods to i-desk Solutions Ltd. and, if the Buyer fails to do so forthwith, to enter upon any premises or vehicles of the Buyer or any third party where the Goods are stored and repossess the Goods and the Buyer hereby grants i-desk Solutions Ltd. and its employees and agents licence to enter such premises where they reasonably believe the Goods to be located in order to repossess them or inspect them at any time.

(e) The Buyer shall not be entitled to pledge or in any way charge by way of security for indebtedness any of the Goods, which remain the property of i-desk Solutions Ltd., but if the Buyer does so all the monies owing by the Buyer to i-desk Solutions Ltd. shall immediately become due and payable.

8. PERFORMANCE, DATA AND SPECIFICATIONS

(a) i-desk Solutions Ltd. shall not be held responsible for any electrical and/or network related issues and/or issues or lack of performance due to any software installed, unless i-desk Solutions Ltd. supplied and installed the software.

(b) The Buyer shall not rely upon any representations as to the Goods or their fitness for any particular purpose unless i-desk Solutions Ltd. specifically prior agrees these in writing.

(c) Any performance figures quoted or referred to by i-desk Solutions Ltd. are estimates only, based on assumed conditions in a well-managed office with experienced, adequate and efficient operators and appropriate services and maintenance, and proper use of satisfactory materials.

(d) The delivery date is approximate only and not of any contractual effect and the Buyer shall not be entitled to refuse delivery. While the Company will use all reasonable endeavours to meet the delivery date it will not be liable for any loss or damage (including loss of use, loss of contract or loss of profits or other consequential loss) incurred by the Customer as a result of any failure to deliver on such particular date.

(e) i-desk Solutions Ltd. reserves the right to alter or depart from or change the specifications and/or design of the Goods ordered provided that this shall not to a material extent adversely affect the performance of the Goods or the quality of the workmanship without prior notification to the Buyer.

(f) Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by i-desk Solutions Ltd. shall be subject to correction without any liability on the part of i-desk Solutions Ltd. All specifications, drawings and technical documents issued by i-desk Solutions Ltd. either before or after conclusion of the contract are issued solely for the Buyers use in connection with the Goods and shall not be copied, reproduced or communicated to any third party without i-desk Solutions Ltd.'s prior written approval.

9. TELECOMMUNICATIONS GOODS

When the Goods supplied by i-desk Solutions Ltd. are to be used in conjunction with or for connection to British Telecom ("BT") lines or apparatus then the following additional conditions shall apply: (1) BT shall have the right to require modifications to be carried out to Goods already installed and in use and the modifications will be carried out at the Buyer's expense (2) the Buyer shall indemnify i-desk Solutions Ltd. against all liability arising in connection with damage, loss or injury to BT Goods or personnel in connection with or arising out of the Buyer's acts or omissions.

10. FORCE MAJEURE AND FRUSTRATION

i-desk Solutions Ltd. shall not be liable for loss or damage, including but not limited to consequential

loss, and shall be entitled to cancel or rescind the contract or any part thereof or extend the time for delivery, in i-desk Solutions Ltd.'s sole discretion, if the performance of its obligations under the contract is in any way adversely affected, delayed or hindered by any cause whatsoever beyond i-desk Solutions Ltd.'s direct control including (but not limited to) the delays or default of any sub-contractor or supplier, war, act of terror, strike, lock-out, trade disputes, flood, fire, accident to or breakdown of plant or machinery, shortage of materials or labour.

11. CONTRACTUAL PERFORMANCE

(a) i-desk Solutions Ltd. shall be entitled to deliver the Goods in instalments, in which case each delivery shall constitute a separate contract and failure, suspension or delay by i-desk Solutions Ltd. to deliver any one or more of the instalments in accordance with these T&C's or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the contract as a whole as repudiated.

(b) In no case shall any dispute concerning (1) any item or separate part of the Goods or work or (2) any other contractual obligation or liability of i-desk Solutions Ltd. to the Buyer affect the Buyer's obligation in respect of payments.

(c) In the event that (i) the Buyer fails to pay all sums due under the contract by the due date, (ii) the Buyer is in breach of any term of the Contract and such breach continues for a period of 14 days after Notice thereof is given by i-desk Solutions Ltd. to the Buyer, or (iii) the Buyer is involved in any legal proceedings concerning its solvency or ceases trading or suffers an event of insolvency (including without limitation bankruptcy, insolvency, administration, liquidation, a formal composition or arrangement with creditors or the appointment of a receiver or administrative manager or any analogous event that occurs in any jurisdiction), then the full price of the Goods less any sums already paid immediately becomes due and payable by the Buyer and i-desk Solutions Ltd. may at its sole option terminate the contract or suspend despatch. Any termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party. Upon termination of a Contract all sums owing to i-desk Solutions Ltd. whether under that Contract or otherwise shall become immediately due and payable and i-desk Solutions Ltd. may cancel any outstanding order or make delivery subject to payment in advance and all goods held on trust shall be immediately returned.

12. LIMITATION OF i-desk Solutions Ltd.'s LIABILITY

(a) i-desk Solutions Ltd.'s liability under any contract is limited to making good defects or failures to the extent described in condition 6 above.

(b) i-desk Solutions Ltd. shall not be liable for any increased costs, expenses, loss of profits, goodwill, business, contracts, revenues or anticipated savings or any type of special indirect or consequential loss (including loss or damage suffered by the Buyer as a result of an action brought by a third party) even if such loss was reasonably foreseeable or i-desk Solutions Ltd. had been advised of the possibility of the Buyer incurring the same. In any event, i-desk Solutions Ltd.'s entire liability under any contract shall be limited to damages of an amount equal to the price of the Goods.

(c) i-desk Solutions Ltd. does not attempt to limit liability for personal injury or death caused by its negligence or the negligence of its employees or agents. To the extent the law does not permit such liability to be excluded, i-desk Solutions Ltd. does not attempt to limit its liability for damage to the

tangible property of the Buyer resulting from the negligence of i-desk Solutions Ltd. or its employees or agents to the extent that i-desk Solutions Ltd. is insured against such loss. Liability shall be limited to damages of an amount equal to the price of the Goods.

13. GENERAL

(a) Assignment: i-desk Solutions Ltd. may assign its rights and obligations under the Contract. The Buyer may not assign any rights and obligations under the Contract without prior written consent from i-desk Solutions Ltd.

(b) Intellectual Property Rights: The Buyer shall have no rights and shall not claim any rights in respect of any Intellectual Property owned or licensed by i-desk Solutions Ltd. or subsisting in the Goods or any trade names or trade marks used by i-desk Solutions Ltd. in relation to the Goods or of the goodwill associated therewith, and the Buyer hereby acknowledges that, except as expressly provided in the Contract, it shall not acquire any rights in respect of any such Intellectual Property, trade names or trade marks and that all such rights and goodwill are, and shall remain, as between the Buyer and i-desk Solutions Ltd., vested in i-desk Solutions Ltd.

(c) Any reputation in any trade marks affixed or applied to the Goods by i-desk Solutions Ltd. shall, as between the Buyer and i-desk Solutions Ltd., accrue to the sole benefit of i-desk Solutions Ltd.

(d) The Buyer shall comply with all reasonable directions of i-desk Solutions Ltd. as to notices to be given and/or labels to be affixed to the Goods in order to protect the Intellectual Property

(e) Waiver: No delay or failure by i-desk Solutions Ltd. in enforcing any provision shall constitute a waiver of that provision or any other provision. No waiver by i-desk Solutions Ltd. of any breach of the contract shall be considered as a waiver of any subsequent breach of the same or any other provision.

(f) Severability: If any provision of these T&C's is held by any competent authority to be invalid or unenforceable in whole or in part the validity and enforceability of the other provisions of these T&C's and the remainder of the provision in question shall not be affected and the parties shall agree terms to give, as far as possible, effect to the original provision.

(g) Cumulative Rights: i-desk Solutions Ltd.'s rights are cumulative and in addition to any rights available to it at common law.

(h) Notices: Any notices given hereunder by either party to the other must be in writing and may be delivered personally, electronically to an agreed electronic address or by recorded delivery or registered post and in case of post will be deemed to have been given 2 working days after the date of posting.

(i) Law & Jurisdiction: This contract shall be subject to and construed in accordance with the laws of England in all respects as an English contract subject to the jurisdiction of the English Courts and the parties hereby submit to the jurisdiction of the English Courts. The uniform laws on international sales shall not apply.