

Gyrocom Standard Terms & Conditions

1. Scope

- a. These Terms and Conditions of Business are between Gyrocom Ltd hereinafter called "Gyrocom" and the person or company who buys or agrees to buy services or products from Gyrocom hereinafter called the "Client".
- b. No variation can be made to these terms and conditions without written consent of a director of Gyrocom.

2. Quotation and Acceptance

- a. A quotation by Gyrocom does not constitute an offer and may be withdrawn or revised at any time prior to Gyrocom's acceptance of the purchase order.
- b. All quotations for service are valid for 30 days and all quotations for product supply are valid for 7 days. Unless otherwise stated.
- c. Any order placed by the client with Gyrocom (whether or not in response to a quotation) shall constitute or be deemed to have constituted an offer to Gyrocom to purchase products or services on these conditions. Gyrocom have full discretion in accepting and rejecting any order.

3. Services Supply Section

- a. Unless by prior written agreement between Gyrocom and the Client, a day consists of 7 normal daytime working hours plus 1 hour for lunch. At the request of the Client, all hours worked over and above this or outside normal daytime working hours will be charged at the standard overtime rate for the relevant service supplied. Public holidays, both local and UK, are deemed to be not normal daytime working hours.
- b. The first 150 miles of travel related mileage is incorporated within the service rate. Thereafter, additional mileage will be charged at 40p/mile.
- c. Cancellation by the Client of any order with less than 48 hours notice to Gyrocom for the supply of services by Gyrocom to or on behalf of the Client, may be subject to a cancellation fee of 25% of the expected service charge.
- d. The Client must not solicit any person who is employed by Gyrocom or any subsidiary thereof, either directly or via a third party, to terminate such employment.

4. Delivery, Risk and Returns

- a. Any dates specified by Gyrocom for delivery of product(s) are intended to be an estimate only. If no date is specified for delivery of product(s), delivery shall be within a reasonable time. Gyrocom shall not be under any liability to the Client in respect of any failure to deliver on any particular date or dates nor shall delay in delivery be a basis for cancellation of any order by the Client.
- b. Unless otherwise agreed in writing, the place of delivery of products shall be the client's premises.
- c. Risk in the product(s) shall pass to the Client on delivery of the product(s) to the Client or its authorised representative.
- d. Ownership of the product(s) shall not pass to the Client until Gyrocom has received in full in cleared funds all sums due in respect of the product(s).
- e. If the Client wishes to make a claim under warranty, the Client shall give notice to Gyrocom within 14 days of the product(s) being delivered to the Client and allow Gyrocom a reasonable

opportunity to inspect the product(s) in question. Gyrocom's liability under the warranty shall be limited to repairing or replacing the product(s) in question or refunding the price of such.

5. Maintenance Supply Section

- a. Gyrocom agrees to provide the maintenance service as described in a written "Contract" and signed by Gyrocom and the Client. The maintenance service may include consultancy support and/or equipment maintenance ("the system") at its locations ("the locations") as specified in the equipment schedule of the Contract.
- b. Special conditions as set out in the Contract (if any) and approved by a director of Gyrocom are incorporated into the Terms and Conditions.
- c. The agreement shall commence on the "Start Date" and remain in force for the agreed minimum term as set out in the Contract and shall continue until terminated by either party in accordance with instructions in the Contract.
- d. Gyrocom agrees to provide the services as described in the Contract . The service will include unscheduled remedial maintenance and preventative maintenance where in the opinion of Gyrocom it is required; both of which will be performed inside the scheduled hours set out in the Contract.
- e. If service is required outside the said period and/or is required due to any of the matters set out in section 6 hereof, Gyrocom will charge for such service at its then standard current rate.
- f. The Client shall allow Gyrocom access to the System for the purpose of auditing its status prior to the Contract start date.
- g. Where in the opinion of Gyrocom a visit to the Location is necessary the Client will use its best endeavours to procure the arrival of one of its representative at the Location within the Service Level Agreement (SLA) time set out in the Contract. Where such a visit is not necessary, Gyrocom will use reasonable endeavours to render assistance by telephone, email, facsimile and/or the use of remote diagnostics.
- h. The Client shall provide full and accurate records of the current System configuration to enable Gyrocom's representative to restore the hardware and software as specified in the Contract to its original state prior to failure.
- i. Gyrocom will provide all necessary parts with the exception of consumables and parts not listed within the equipment schedule of the Contract to maintain the System in good working order. Such parts may be new or reconditioned parts of equal quality; all unserviceable parts belong to Gyrocom.

6. Exclusion applicable to Maintenance Contracts

- a. Repair of damage resulting from accident, transportation, neglect, misuse, or causes other than normal prudent use of the System on the Location by the Client in accordance with Gyrocom's or suppliers written specifications, instructions and recommendations.
- b. Service of the System after its physical condition, or configuration of hardware and software or the type of application or the environment it operates in have been altered from those audited by Gyrocom prior to the Contract start date. Any changes to the above status should not be implemented without prior notification to Gyrocom.
- c. Service of the System if it is relocated without prior notification to Gyrocom. Should the Client desire to change the Location it must give a minimum of 30 days notice in writing of its desire whereupon Gyrocom may notify the Client of its charge for and response time for servicing the System in its new location or else advise the Client that it will not continue to service the System in its new location.

- d. Service of the System if the Client permits any person other than Gyrocom's own representatives to undertake repairs, adjustments or modifications to the System without prior notification to Gyrocom.
- e. Correction of faulty operation of the System due to operator error.
- f. Repair and renewal of consumables items such as Ribbons, Print-heads and Cathode Ray Tubes unless otherwise stated in the Contract.
- g. Failure of or damage to the System caused by interruption, disruption or surge in the electrical supply.
- h. Recovery and reloading of the Operating system Software or Application Software unless specified in the Contract. The Client should ensure that proper Software back-up has taken place prior to the repair taking place.
- i. Service of System or any part thereof when, in the opinion of Gyrocom, it has reach the end of its life of economical repair in which event Gyrocom shall so notify the Client in writing which such notice shall be deemed to terminate this Contract within 90 days of such notice with respect to such System unless such System is in the opinion of Gyrocom suitable for refurbishment and the Client agrees within the said period of 90 days to have such System refurbished at the expense of the Client.
- j. Failure or damage to the System as a result of any date/time transition unless such failure or damage is caused by Gyrocom.

7. Payment Terms Section

- a. Payment terms are strictly thirty days from the date of invoice issue.
- b. Charges will be invoiced according to the quoted terms and invoicing schedule set down by Gyrocom, and accepted by the Clients' reciprocal purchase order and/or instructions to proceed.
- c. All charges will be invoiced from a UK source with the addition of local tax levies (VAT @ 20%) , unless by prior agreement between Gyrocom and the Client
- d. If the Client fails to make any payment on the due date, then without prejudice to any other right or remedy available to Gyrocom, Gyrocom shall be entitled to; retract any discounts previously agreed that is covered by the overdue invoice, cancel any contract or suspend any further services to the Client, appropriate any payment made by the Client as Gyrocom may think fit (notwithstanding any purported appropriation by the Client); and charge the Client with all costs and expenses involved in collecting the overdue payment together with interest (both before and after judgement) on the amount unpaid at a rate of 1% per month, until payment in full is made (a part of a month being treated as a full month for the purposes of calculating interest). This is exercised under the Late Payment of Commercial Debts (Interest) Act 1998.

8. Liability Section

- a. The Client shall indemnify Gyrocom against any action, claim, demand, costs, charges and expenses arising from libel, or incurred by reason of any infringement or alleged infringement of any intellectual property rights protected in the United Kingdom or any laws for the time in force in the United Kingdom by the services or products supplied, and against all costs and damages which Gyrocom may incur in any action for such infringement for which Gyrocom may become liable.
- b. The Client warrants that any design material, instructions, technical and non-technical information furnished or given by him are not libellous or such will not cause Gyrocom to

infringe any copyright, registered designs, or any intellectual property rights or any legislation for the time being in force in the United Kingdom in the performance of the services/Contract.

- c. Gyrocom will make every effort to carry out the Client's instructions but shall be under no liability if unable to carry out any provision of the instructions for any reason beyond Gyrocom's control (without limiting the foregoing) including inability to secure labour, manufacturers' product not conforming to their published specifications, breakdown of machinery, or as a result of any Act of God, war, labour dispute, fire, flood, drought, legislation, failure of power supply or any cause beyond Gyrocom's control.
- d. Gyrocom shall not be liable to the Client in any circumstance whatsoever for any consequence loss, whether for loss of profit or otherwise, whatsoever (and whether caused by the negligence of Gyrocom, its employees, agents or otherwise) which arise out of or in connection with the supply of services and/or product(s) or their use or resale by the Client or any breach of the Contract or any liability arising in connection with the Contract.
- e. In any event Gyrocom's liability will not exceed the price payable for the services or products supplied in respect of which the liability arises or £250K whichever is lesser

9. Assignment

- a. The Client may not without the prior written consent of Gyrocom assign all or any of its rights under any contract incorporating these conditions.

10. Notices and Governing Law

- a. Any notices hereunder shall be deemed to have been duly given if sent by prepaid first class post or facsimile to the party concerned at its last known address. Notices sent by first class post shall be deemed to have been given 24 hours after dispatch and notices sent by facsimile shall be deemed to have been given on the date of dispatch
- b. This agreement shall be governed by and construed in all respects in accordance with the Laws of England, and each party hereby submits to the non-exclusive jurisdiction of the English Courts.
- c. If any term of provision in this contract shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall, to that extent, be deemed not to form part of this Contract but the validity and enforceability of the remainder of this Contract shall not be affected