

**SCI-NET LIMITED  
GENERAL TERMS AND CONDITIONS**

These general conditions apply to any contract for the supply by Sci-Net of any System and/or Equipment and/or Services.

In this Agreement:

“Sci-Net”	means Sci-Net Limited of 16 Hanborough Park, Long Hanborough, Witney, Oxon OX29 8SF
“Customer”	means any Company, firm or Organisation (including all subsidiary and associated companies or firms) supplied with the System or any Equipment, Software or Services by Sci-Net
“Agreement”	means this agreement between Sci-Net and the Customer including these Terms and Conditions, and all schedules, specifications, plans, drawings and any other documents referred to which may be or are agreed by the parties to form part of this Agreement
“Contract Sum”	means the total net sum for the System or Equipment, Software or Services to be supplied as set out in the Quotation
“Equipment”	means all equipment described in the Quotation including all ancillary equipment accessories spares supplies and related documentation and any additional equipment which term shall include either standard products or products developed or adapted by Sci-Net to meet the Customer’s particular requirements
“Location”	means the Customer’s premises stated in the Quotation and any other additional location as may be agreed by the parties in writing
“Order”	means any order in writing from a Customer for the supply of the System and/or any Equipment, Software and/or Services by Sci-Net, which is accepted by Sci-Net subject always to these Terms and Conditions
“Quotation”	means any quotation in writing issued by Sci-Net to the Customer for the supply of the System and/or any Equipment and/or Software and/or Services which is accepted by the Customer subject always to these Terms and Conditions
“Services”	shall mean any and all services supplied by Sci-Net its authorised subcontractors or agents including without limitation, any consultancy, installation, training and education, support and/or maintenance
“Software”	means any operating system, utility or applications software delivered by Sci-Net in machine-readable object, printed or interpreted form including related documentation
“Software Licence”	means the licences and/or licences granted to the Customer for the right to use the Software referred to in Clause 8 of these Terms and Conditions
“Special Conditions”	means any additional conditions or variation to these Terms and Conditions agreed in writing by the parties
“System”	includes any and all the Equipment and/or the Software and/or the Services listed in the Quotation
“System Service Date”	means the date or series of dates upon which the System or any part of it that has passed Sci-Net’s tests that the System or that part of it is ready for use by the Customer

**1. Basis of this Agreement**

- 1.1. In consideration of Sci-Net providing the System the Customer undertakes to pay the Contract Sum and to enter into a non-exclusive, non-transferable Software Licence(s) to use the Software and if applicable to contract from Sci-Net the Services upon the Terms and Conditions set out herein and subject to any Special Conditions
- 1.2. These Terms and Conditions shall apply to all Quotations issued by Sci-Net to the Customer and all Orders placed with Sci-Net by the Customer and acceptance by Sci-Net of any Order is conditional upon acceptance by the Customer of these Terms and Conditions which shall override all other terms and conditions inconsistent herewith whether express, implied or otherwise including but not limited to any conditions contained in the Customer’s purchase order.
- 1.3. These Terms and Conditions together with any Special Conditions shall supersede any arrangements made or existing between the parties prior to, simultaneously with or subsequent to execution of this Contract and shall constitute the entire understanding between the parties hereto.

**2. Sci-Net’s Obligations**

- 2.1. Sci-Net shall provide the System and/or Equipment and/or Software and/or perform the Services specified in the Quotation, which may be varied, modified or extended from time to time by written agreement between the parties.
- 2.2. Sci-Net reserves the right to determine allocation of its personnel in providing the System and/or the Services.
- 2.3. Any Services required may take place on the Customer’s premises or at Sci-Net’s premises, or elsewhere by mutual agreement.
- 2.4. Sci-Net will assist the Customer in arranging appropriate maintenance and support agreements for the Equipment and/or the Software and/or the System or any part of it where the same does not form part of the Services but Sci-Net does not accept any liability to the Customer in respect of any maintenance and/or support services except for those provided by Sci-Net.

**3. Delivery and Installation**

- 3.1. Any delivery dates are estimates only and unless Sci-Net expressly agrees in writing to be bound by a delivery date as being the essence of this Agreement, Sci-Net shall not be liable for direct, indirect or consequential loss arising from part, late or non-delivery or performance as the case may be, including for the avoidance of doubt loss of use, loss of content or loss of profits incurred by the Customer as a result of any failure to deliver on a particular date. Where Sci-Net expressly agrees in writing to be bound by a delivery date, Sci-Net’s liability subject to Clause 4 hereof in respect of part, late or non-delivery or performance as the case may be shall be limited to the value of that part of the System not delivered or Services not performed.
- 3.2. Delivery and installation shall be executed during Sci-Net’s normal working hours. If the Customer requires delivery or installation to be executed outside such times, an additional charge shall be payable.
- 3.3. Each delivery of any part of the System under this Agreement will be deemed to constitute a separate enforceable contract to which these Terms and Conditions will apply.

3.4. If the Customer shall fail to take delivery of any part or the whole of the System in accordance with the terms of this Agreement, the Customer shall be liable in addition to the Contract Sum payable under Clause 6.1 for the expenses incurred by Sci-Net in storing that part or the whole of the System and in rescheduling delivery to the Customer at a later date and the System or that part of it being so stored shall be subject to a lien of Sci-Net thereof.

3.5. If any testing is required by the Customer any additional expense, which is incurred thereby, shall be borne by the Customer.

3.6. When computer equipment is connected to a public network, ie a switchboard or telephone network, certain regulations of the telecommunications provider apply. It is the sole responsibility of the Customer to ensure compliance with all such regulations.

3.7. Where the System includes data communications equipment and data transmission speeds are given in relation to any item of Equipment, these are at all times subject to any conditions of the applicable telecommunications utility company relating to the use of the relevant modem at the speeds indicated and to the capability.

**4. Non-Arrival and In-Transit Damage, Shortage or Loss**

4.1. Where Sci-Net arranges for delivery of the System to the Location Sci-Net shall accept responsibility for:

4.1.1. damage or shortage if (i) the same is notified to Sci-Net and the carrier (if not delivered by Sci-Net) within three (3) days of receipt of the System or any part of it by the Customer and (where applicable) (ii) the Equipment or Software has been handled by the Customer in accordance with Sci-Net or the carrier’s conditions of carriage or handling stipulations;

4.1.2. non-arrival, if the same is notified to Sci-Net within 48 hours from the time that Sci-Net informed the Customer that the System or part thereof was due to arrive or from receipt of the invoice whichever is the later.

Where Sci-Net accepts responsibility under this Clause 4, it shall, at its sole option, repair or replace (as the case may be) the System or any part of it proved to its satisfaction to have been lost or damaged in transit.

**5. Title and Risk**

5.1. Notwithstanding delivery, installation, passing of risk and System Service Date, title to the System shall not pass to the Customer but shall be retained by Sci-Net until full payment has been received.

5.2. Notwithstanding Clause 5.1 hereof, risk in the System shall pass to the Customer who shall be liable for any loss or damage to the System or any part thereof from the time that the same is delivered by Sci-Net or its carriers to the Customer.

5.3. Until such time as title in the System has passed to the Customer, Sci-Net:

5.3.1. shall be entitled to repossess at any time any of the System in which title remains vested in it;

5.3.2. for such purpose Sci-Net or any of its agents or authorized representatives shall be entitled at any time and without notice to enter upon any premises in which the System or any part thereof is installed, stored or kept, or is reasonably believed so to be;

5.4. Until such time as title in the System has passed to the Customer, the Customer shall, subject to Sci-Net’s rights hereunder:

5.4.1. hold the System as Sci-Net’s agent and be entitled to use the same in the ordinary course of the Customer’s business; but shall not be entitled to sell or otherwise dispose of the same or part with possession thereof;

5.4.2. insure such Equipment to its full replacement value naming Sci-Net as the loss payee until all payments to Sci-Net have been made as specified in Clause 6 and the Customer shall forthwith, upon request, provide Sci-Net with a Certificate of such Insurance.

5.5. The aforementioned provisions do not relate to any Software supplied which is subject to licence granted under Clause 7 hereof and the terms of which are contained in the Software Licence(s).

**6. Price and Payment**

6.1. The Contract Sum shall be payable in accordance with the terms set out in the Quotation. Sci-Net reserves the right to adjust the price in the event that the Customer does not accept the Quotation in writing on or before the expiry of 14 days from the date of its issue and Sci-Net shall inform the Customer in writing of any changes in price on acknowledgement of any later order placed by the Customer.

6.2. The costs of Services specified in the Quotation are based on Sci-Net’s current normal working hourly rates unless otherwise specified.

6.3. The prices quoted in the Quotation are based on the supply of the System to the relevant specifications and drawings at the date thereof and are subject to adjustment in the event of any modification being incorporated either at the request of or with the consent or knowledge of the Customer.

6.4. Sci-Net reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the Equipment or the Software or the Services to reflect any increase in the cost to Sci-Net which is due to any fact beyond its control, any change in delivery dates requested by the Customer, or any delay caused by any instructions of the Customer or by the Customer’s failure to give Sci-Net adequate information or instructions or by the Customer’s failure to have the Location ready for the installation of the System or any part of it.

6.5. All prices are exclusive of purchase tax, import, export and all other duties including but not limited to foreign exchange rates. Where applicable packing, transportation and delivery to the specified site within the Customer’s Location, installation and all costs expenses and charges related therewith are as specified in the Quotation.

6.6. Subject to any payment terms included in the Quotation, accounts are payable in accordance with the procedure shown on Sci-Net’s invoice.

**6.7. Non-payment**

Where the payment of the Contract Sum or any part thereof or any other expenses, charges or other payments for which the Customer is liable is not made, Sci-Net without prejudice to its other rights hereunder or in law, shall be entitled to charge interest on the outstanding amount from the date of invoice until the outstanding invoiced price is paid either at the rate of 4% above the base rate of the Bank of Scotland plc from time to time in force or at the rate of interest from time to time in force pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 whichever is the higher.

6.8. In addition to 6.7 above, should the Customer fail to make any payment when due under this Agreement Sci-Net shall have the right by notice in writing forthwith to suspend all further Services work and/or further deliveries until the default be made good and any Services work or deliveries pursuant to any other contract agreement or arrangement between the parties including for the avoidance of doubt any support agreement whether or not payment has been made under such support agreement (“Other Contracts”) or at Sci-Net’s absolute discretion to determine this Agreement and Other Contracts without prejudice to any other rights or remedies which may be available to Sci-Net in accordance with these Terms and Conditions, this Agreement, the Other Contracts, at law or otherwise.

**7. Software**

7.1. Copyright subsists in all Software (whether printed or stored electronically) and whether it is Sci-Net’s proprietary Software or Software supplied by Sci-Net under licence. All Software is supplied to the Customer only on the terms of the applicable licence

- agreement. No part of the Software may be copied, reproduced or utilised in any form by any means without the approval of Sci-Net and/or the third party owner of the Software.
- 7.2. It is the sole responsibility of the Customer to comply with all of the terms and conditions of any Software Licence supplied with any Software, and the Customer is hereby notified that any failure to comply with such terms and conditions may result in the revocation of its licence to use the Software.
- 7.3. Software owned by a third party ("Third Party Software") is warranted to the Customer in accordance with the terms of the Software Licence governing its supply. The sole obligation of Sci-Net under any Third Party Software licence will be limited to providing a fix or fixes as and when the same are available from the third party owner and the supply of such fix or fixes may be available only at an additional charge to the Customer.
- 7.4. The Customer is not authorised to sublicense the Software to any third party except with the prior written consent of Sci-Net and/or the Third Party Software owner.
- 7.5. TITLE TO THE SOFTWARE WHETHER SCI-NET'S PROPRIETARY SOFTWARE OR SOFTWARE LICENSED BY SCI-NET WILL NOT PASS TO THE CUSTOMER UNDER ANY CIRCUMSTANCES.
8. **Warranty and Support**
- 8.1. Individual Equipment items are warranted in accordance with the relevant sale agreement supplied by the manufacturer or distributor and, notwithstanding Clause 11, where the system or any part of it is purchased by Sci-Net and resold to the Customer Sci-Net agrees to assign to the Customer the benefit of any manufacturer's or distributor's warranty relating to the System supplied by Sci-Net to the Customer provided the same is assignable. The sole obligation of Sci-Net in respect of any assigned warranty is to give all reasonable assistance requested by the Customer to enable it to enforce its rights against the appropriate manufacturer or distributor.
- 8.2. Subject to Clause 8.1 above, Sci-Net warrants to the Customer that the System supplied by Sci-Net is believed to be free from material defects in workmanship and materials for the period of 90 days from the delivery or from the relevant System Service Date whichever is the earlier (the "warranty period"). Sci-Net's sole responsibility under this warranty will be, at its option, either to repair or replace during its normal business hours, any part of the System installed by Sci-Net, which proves defective during the warranty period. All replaced parts of the System will become Sci-Net's property.
- 8.3. During the warranty period, the Customer shall inform Sci-Net of any claim under warranty by specifying the type and nature of the material defect. Upon receipt of such information Sci-Net or its agent, representative or sub-contractor shall have the option of testing and inspecting the System at the Location or have the defective part sent to Sci-Net or the appropriate original supplier or manufacturer.
- 8.4. In the event of any claim presented under warranty being found on investigation by the Supplier either to be outside the scope or duration of this warranty or the fault being unconfirmed, then the costs of such investigation and repair shall be borne by the Customer.
- 8.5. The Supplier shall not be liable at any time for damage or defects in the System or part of it caused by improper use, abuse, mismanagement or by using the System or any part of it outside the specifications detailed in the manuals and documentation relating to it or outside the specific application of any Equipment or if the System or any part of it is modified varied or added to without the express written consent of Sci-Net.
- 8.6. This warranty applies only to the Customer and shall not be assigned without the prior written consent of Sci-Net.
- 8.7. Except as otherwise provided in this Clause 8, Sci-Net makes no other representations or warranties and expressly excludes the same whether implied, statutory or otherwise especially as to quality or fitness of the System or any part of it for any particular purpose.
9. **Variations and Cancellations**
- The Customer may at any time after commencement of this Agreement but before delivery of the System or any part of it to Sci-Net's premises make a written request to Sci-Net for a change in the System to be provided or a change in configuration of the System or change in a scheduled delivery date or cancellation of all or any part of the System and Sci-Net will use its best endeavours to comply with such a request provided that the Customer agrees to reimburse Sci-Net for any and all costs arising from the request including but not limited to any cancellation or re-stocking charges imposed on Sci-Net by third parties and the costs of any work done by Sci-Net which is made abortive by the requested change and Sci-Net reserves the right to extend any delivery dates accordingly.
10. **Sci-Net's Liability**
- 10.1. Except to the extent that by the law relating to this Agreement liability may not be excluded, Sci-Net shall not be liable to the Customer for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with this Agreement, the System, its use or otherwise.
- 10.2. Except as provided in clause 10.5 below and notwithstanding the generality of clause 10.1 above, Sci-Net shall not in any event be liable for any consequential loss including without limitation: any indirect, special or consequential loss, loss of profits or anticipated profits or loss of contract, loss of business or economic loss suffered by the Client or by any third party whatsoever and howsoever arising out of or in connection with the performance or partial performance of any of the obligations of Sci-Net under this Agreement and/or Sci-Net's failure to perform some but not all of its obligations under this Agreement and/or Sci-Net's negligence or that of its employees, agents or sub-contractors whether or not Sci-Net was advised the possibility of such potential loss (in this Agreement called "Consequential Loss").
- 10.3. Without prejudice to clause 10.2 above and subject to clause 10.5 below, Sci-Net shall not in any event be liable for any Consequential Loss:
- 10.3.1. whether or not such loss was reasonably foreseeable in the ordinary course of events as liable to result from such breach or negligence; or
- 10.3.2. whether or not such loss was reasonably foreseeable under any special circumstances made known to Sci-Net as liable to result from such breach or negligence.
- 10.4. In the event that any exclusion contained in this Agreement be held to be invalid for any reason and Sci-Net becomes liable for loss or damage that may be limited, such liability shall be limited to the Contract Sum.
- 10.5. Sci-Net does not exclude liability for death or personal injury to the extent that the same arises from the negligence of Sci-Net, its employees, agents or authorised representatives.
- 10.6. In the event that any item of Equipment or Software fails Sci-Net's System Proving Tests Sci-Net will at its option, replace or repair that item.
- 10.7. Sci-Net shall not be liable in contract, tort, breach of duty or otherwise including negligence for:
- 10.7.1. loss or corruption of data including both data transmitted to and from and data held by the Customer or rectification thereof (the Customer is advised to make back up copies of all data);
- 10.7.2. delay or failure in transmitting or receiving material over the Internet or inability to gain access to the Internet or the System as a result of routine or emergency maintenance or excessive demand for or failure of the Internet;
- 10.7.3. any cost of connection to and use of the Internet including, without limitation, call costs and ISDN bills; and
- 10.7.4. breach of security or privacy of the Customer's information or of information supplied to the Customer using the Internet and the Customer acknowledges that use of the Internet using the System or howsoever otherwise is not secure.
11. **Copyright, Patents, Trade Marks and Other Intellectual Property Rights**
- 11.1. The Customer acknowledges that any and all proprietary rights in all patents, designs, copyrights, trade marks, engineering details, schematics, drawings, specifications, manuals and other similar data, and all other intellectual property rights used or subsisting in or in connection with the System including the Software, the Equipment and any parts thereof of which Sci-Net or the respective manufacturer developer or third party has an interest are and shall remain the sole property of Sci-Net or such other party as may be identified therein or thereon (the "Owner") and the Customer shall not during or at any time after the completion, expiry or termination of this Agreement in any way question or dispute the ownership thereof by Sci-Net or the Owner
- 11.2. In the event that new inventions, designs or processes evolve in performance or as a result of this Agreement, the Customer acknowledges that the same shall belong to Sci-Net unless otherwise agreed in writing by Sci-Net.
- 11.3. The Customer shall indemnify Sci-Net fully against all liabilities, costs and expenses which Sci-Net may incur as a result of work done in accordance with the Customer's specifications involving infringement of any copyright or other third party intellectual property right.
12. **Confidential Information**
- 12.1. All information, drawings, specifications, documents, and other data which either party may impart from time to time impart to the other party relating to its business, customers, prices, services, requirements, software, bespoke software, the System, parts or sub-assemblies (including hardware and software or maintenance thereof) and including any technical specifications is proprietary and confidential.
- 12.2. The parties hereby agree that they shall use such confidential information and all other data solely for the purposes of this Agreement and that it shall not, at any time during or any time after the completion, expiry or termination of this Agreement disclose the same whether directly or indirectly, to any third party without the other party's prior written consent.
- 12.3. The foregoing provisions shall not prevent the disclosure or use by either party of any information, which is or hereafter, through no fault of the other party, becomes public knowledge or to the extent permitted by law or where such disclosure is required by law.
- 12.4. This Clause 12 shall be effective for the duration of this Agreement and for 12 months after completion or termination.
13. **Termination**
- 13.1. In addition to any provisions for termination herein provided, the parties may, by notice in writing, terminate this Agreement if any of the following events shall occur, namely:
- 13.1.1. if either party is in breach of any term, condition or provision of this Agreement or any other agreement between the parties required by the applicable law and fails to remedy such breach (if capable of remedy) within 7 days of having received written notice of such breach from the other party;
- 13.1.2. if either party, being a body corporate shall present a petition or have a petition presented by a creditor for its winding up, or convene a meeting to pass a resolution for voluntary winding up, or shall enter into any liquidation (other than for the purposes of a bona fide reconstruction or amalgamation); shall call a meeting of its creditors, or shall have a receiver of all or any of its undertakings or assets appointed, or shall be deemed by the relevant statutory provisions under the applicable law to be unable to pay its debts.
- 13.2. Upon termination, the parties shall pay each other all costs and expenses, including legal and other fees incurred and all arrears of charges or other payments arising in respect of this Agreement and any other agreement between the parties or otherwise
- 13.3. Termination, howsoever or whenever occasioned shall be subject to any rights and remedies the parties may have under this Agreement or in Law.
- 13.4. Clause 12 shall survive termination.
14. **General**
- 14.1. A person who is not a party to these terms and conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of these terms and conditions but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 14.2. Failure or neglect by Sci-Net to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of its rights hereunder nor in any way affect the validity of the whole or any part of these terms and conditions nor prejudice Sci-Net's rights to take subsequent action.
- 14.3. All of the agreements and understandings between the parties with reference to the subject matter of these Terms and Conditions are embodied in these Terms and Conditions. Each of the parties acknowledges that it has not been induced to enter into this Agreement by reason of any statement, representation or warranty made by or on behalf of the other party except those expressly repeated, or referred to in this Agreement and the only remedy available in respect of any misrepresentation or untrue statement made to it shall be a claim for breach of contract under this Agreement and this clause shall not apply to any statement, representation or warranty made fraudulently, or to any provision of this Agreement which was induced by fraud, for which the remedies available shall be those available under the law governing this Agreement.
- 14.4. Sci-Net shall not be under any liability for any loss or for any failure to perform any obligation hereunder due to causes beyond its control.
- 14.5. In the event that any of these terms, conditions or provisions shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent such term, condition, or provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.
- 14.6. No addition, amendment, modification or variation to these Terms and Conditions shall be binding unless agreed in writing signed by a director of Sci-Net.
- 14.7. These Terms and Conditions shall be construed in accordance with English Law and shall be subject to the non-exclusive jurisdiction of the English courts.