

10 Warranties and Liability

10.1. In respect of the supply of the Services, the Company warrants to the Customer that the Services will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Contract and at the intervals and within the times referred to in the Contract. Where the Company supplies in connection with the provision of the Services any goods (including Output Material) supplied by a third party, the Company does not give any warranty, guarantee or other term as to their quality, fitness for the purpose or otherwise, but shall, where possible, assign to the Customer the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to the Company.

10.2. In respect of the supply of Products, the Company warrants, subject to the following provisions, that at the time of delivery the Products will correspond with their specification and will be free from defects in material and workmanship.

10.3. The Company shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Customer which are incomplete, incorrect, inaccurate illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the client.

10.4. The above warranties are given by the Company subject to the following conditions:-

10.4.1. The Company shall be under no liability in respect of any defective Products or the Services arising from any Input Material.

10.4.2. The Company shall be under no liability in respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions failure to following the Company's instructions (whether oral or in Writing) misuse or alteration or repair of any Products without the Company's approval;

10.4.3. The Company shall be under no liability under the above warranties (or any other warranty condition or guarantee) if the total price for the Products or the Services has not been paid by the due date for payment.

10.5 The above warranties do not extend to parts, materials or equipment not manufactured by the Company, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the Manufacturer to the Company.

10.6 Subject as expressly provided in these Terms and except where the Products or Services are sold to a person dealing as a consumer (within in the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

10.7 A claim by the Customer which is based on any defect in the quality or condition of the Products or the Services or their failure to correspond with specification agreed in the Contract shall (whether or not delivery is refused by the Customer) be notified to the Company within seven days from the date of delivery, or commencement of performance of the Services, or (where the defect or failure was not apparent upon reasonable inspection) within a reasonable time after discovery of the defect or failure. In such event the Customer shall allow the Company to inspect the relevant item/s. If delivery is not refused and the Customer does not notify the

Company accordingly, the Customer shall not be entitled to reject the Products or performance of the Services and the Company shall have no liability for such defect or failure and the Customer shall be bound to pay the price as if the Products and/or Services had been delivered in accordance with the Contract.

10.8 Where a valid claim in respect of any of the Products which is based upon a defect in the quality or condition of the Products or their failure to meet specification is notified to the Company in accordance with these Terms, the Company may rectify or replace the Products (or the part in question) free of charge or, at the Company's sole discretion, refund to the Customer the price of the Products (or a proportionate part of the price) in which case the Company shall have no further liability to the Customer.

10.9 Except in respect of death or personal injury caused by the Company's negligence or breach of contract, or liability for defective Products under the Consumer Protection Act 1987, the Company shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty condition or other term, or any duty at Common Law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence or breach of contract of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Products or the provision of the Services or their use or re-sale by the Customer, and the entire liability of the Company under or in connection with the Contract shall not exceed the price of the Products or the amount of the charges for the provision of the Services, except as expressly provided in these terms.

10.10 The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of the Company's obligations in relation to the Products or the Services if the delay or failure was due to any cause beyond the Company's reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond the Company's reasonable control.

10.10.1 act of God, explosion, flood, tempest, fire or accident;

10.10.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

10.10.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental parliamentary or local authority;

10.10.4 import or export regulations or embargo;

10.10.5 strikes, lockouts or other industrial actions or trade disputes (whether involving Employees of the Company or of a third party);

10.10.6 difficulties in obtaining raw materials, labor, fuel, parts or machinery;