

General Terms & Conditions E-TECHSAT & CMS LTD

1. Interpretation

1.1 In these Conditions unless the context otherwise permits:-

“**Authorised Representative**” means a person whose job title is that of director or a person who holds the office of director.

“**Consumer**” shall mean any natural person who in the contract with the Customer is acting for purposes that are not related to his trade, business or profession.

“**Customer**” means the person, firm, company, entity or organisation with whom E-TECHSAT LTD Partnership with CMS contracts for the sale of Products and/or supply of Services.

“**the Conditions/ these Conditions**” means the standard terms and conditions of sale set out in this document or such replacement standard terms and conditions notified to Customer as are in force at the date of the Contract and which at that date appear on the Website and/or which are available on request at customer.services@cmsdistribution.com

“**the Contract**” means any contract for the purchase and sale or other supply of Products and/or the supply of Services by CMS to a Customer.

“**Electronic Means**” means any electronic means including World Wide Web, EDI, XML or Inside Line.

TECHSAT LTD Partnership with “**CMS**” means CMS Distribution Ltd. Registered in England No. 2214562 GB VAT No. GB125 4785 05, NL VAT No. NL824015654B01, WEEE Reg No. WE/JB0057ts/pro. CMS Distribution Ltd. Registered in Ireland No. 193425 IE VAT No. IE6593425W, GB VAT No. GB894484958, NL VAT No. NL823985829B01. CMS Distribution B.V. Registered in The Netherlands CoC No. 27310208, NL VAT No. NL818846549B01

“**Dispatch Confirmation**” means an e mail from TECHSAT LTD Partnership with CMS to the Customer confirming that the Products have been dispatched.

“**Products**” means any products (including, for the avoidance of doubt software and instalments of such products or any parts of or for them) sold by TECHSAT LTD Partnership with CMS to a Customer.

“**Services**” means any services supplied by TECHSAT LTD Partnership with CMS to the Customer.

“**Website**” means www.etechguard-service.com

1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

1.3 The Conditions shall apply to sales of all Products ordered for shipment to or within the UK mainland, Ireland and surrounding Isles. TECHSAT LTD Partnership with CMS reserves the right to apply supplemental or other terms for Products to be shipped by TECHSAT LTD Partnership with CMS outside the UK mainland, Ireland and surrounding Isles.

1.4 Without prejudice to the application of these Conditions additional and more detailed terms may apply for certain Products and suppliers including specific terms applicable to special prices offered by suppliers through TECHSAT LTD Partnership with CMS (“Special Terms”) and additional terms may apply with respect to TECHSAT LTD Partnership with CMS’s delivery and other aspects of its business. Any additional terms and the updated Special Terms will be made available on the Website. It is the Customer’s responsibility to be aware of and adhere to the additional and Special Terms as current from time to time, and by ordering Products from TECHSAT LTD Partnership with CMS the Customer agrees to be bound by additional and Special Terms.

2. Offer and Acceptance

2.1 After placing an order, the Customer will receive an e-mail from TECHSAT LTD Partnership with CMS acknowledging that TECHSAT LTD Partnership with CMS has received the Customer’s order. This order constitutes an offer to TECHSAT LTD Partnership with CMS to buy a Product. All orders (including Backorders as defined in Clause 6.1) are subject to acceptance by CMS, and TECHSAT LTD Partnership with CMS will confirm such acceptance to the Customer by sending the Customer a Dispatch Confirmation. The Contract will only be formed when TECHSAT LTD Partnership with CMS sends the Dispatch Confirmation.

2.2 The Contract will relate only to those Products whose dispatch we have confirmed in the Dispatch Confirmation. TECHSAT LTD Partnership with CMS will not be obliged to supply any other Products which may have been part of the Customer’s order until the dispatch of such Products has been confirmed in a separate Dispatch Confirmation.

2.3 TECHSAT LTD Partnership with CMS is under no obligation to accept the withdrawal of an order or the cancellation of a Contract which has been accepted by TECHSAT LTD Partnership with CMS particularly after Products have been dispatched. If TECHSAT LTD Partnership with CMS agrees to accept the Customer’s withdrawal of any order or the cancellation of a Contract such agreement will only be affected by means of letter, fax or email signed or sent by an Authorised Representative of TECHSAT LTD Partnership with CMS.

2.4 Notwithstanding any other terms of these Conditions it is agreed that the provision or display of Product pricing and other Information (as defined in Clause 4.1) by E-TECHSAT LTD Partnership with CMS to Customer does not amount to an offer by E-TECHSAT LTD Partnership with CMS to sell such Product at that price or on any other terms. Supply of such Information is only an invitation to treat.

2.5 The Website contains a large number of Products and it is always possible that, despite E-TECHSAT LTD Partnership with CMS’s best efforts, some of the Products listed on the Website may be incorrectly priced. CMS will normally verify prices as part of its dispatch procedures so that, where a Product’s correct price is less than our stated price, it will charge

the lower amount when dispatching the Product to you. E-TECHSAT LTD Partnership with CMS is under no obligation to provide the Products to you at the incorrect (lower) price, even after it has sent a Dispatch Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by the Customer as a mis-pricing.

Notwithstanding any acceptance by E-TECHSAT LTD Partnership with CMS of any offer to purchase Products, if there has been a material or obvious pricing error by CMS, E-TECHSAT LTD Partnership with CMS shall be entitled within 30 days of its acceptance of such offer to either invoice the Customer for the Customer's true list price (not exceeding the prevailing market price at wholesale level) of the Product at the date of order or, if the Customer shall prefer, cancel the order and, if the Products have already been dispatched, collect the Products at E-TECHSAT LTD Partnership with CMS's expense and credit the Customer for any charges (e.g. price and freight) invoiced by CMS.

2.6 All Contracts between E-TECHSAT LTD Partnership with CMS and a Customer shall be governed by these Conditions (and, where applicable, any other terms and conditions pursuant to Clause 1.3 and/or Clause 1.4) to the exclusion of any other terms and conditions not accepted in writing by an Authorised Representative of E-TECHSAT LTD Partnership with CMS, including without limit any terms on or referred to in any Customer purchase order. No variation to these Conditions shall be binding unless agreed by letter signed by an Authorised Representative of E-TECHSAT LTD Partnership with CMS.

2.7 E-TECHSAT LTD Partnership with CMS has the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

2.8 The Customer will be subject to the policies and terms and conditions in force at the time that it orders products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if E-TECHSAT LTD Partnership with CMS notifies you of the change to those policies or these terms and conditions before E-TECHSAT LTD Partnership with CMS sends you the Dispatch Confirmation (in which case E-TECHSAT LTD Partnership with CMS has the right to assume that you have accepted the change to the terms and conditions, unless the customer notifies us to the contrary within seven working days of receipt of the Products).

2.9 In addition to any acceptance of these Conditions by signing E-TECHSAT LTD Partnership with CMS's account application form, the Customer's acceptance of these Conditions shall also be made (in respect of the first Contract and all subsequent Contracts) either by (1) Customer providing a purchase order to E-TECHSAT LTD Partnership with CMS or (2) Customer accepting Products or Services from CMS, whichever occurs first. Please understand that if you refuse to accept these terms and conditions, you will not be able to order any Products from the Website.

2.10 No employee or agent of E-TECHSAT LTD Partnership with CMS other than an Authorised Representative has any authority to make any representation at all concerning Products or Services and an Authorised Representative has no authority to make such representation other than by letter (an "authorised representation") and accordingly Customer agrees that in entering into any Contract it does not rely on any unauthorised representation

and Customer agrees it shall have no remedy in respect of any unauthorised representation (unless made fraudulently).

3. Customer Identification

3.1 In placing an order including by Electronic Means Customer may utilise one or a combination of account name, account number and other forms of identification including password or other code issued to Customer (together and individually “Customer’s Identification” or “Customer Identification”).

3.2 It is the Customer’s responsibility to keep the Customer’s Identification confidential. Customer has the sole responsibility for its Customer Identification. Customer shall immediately inform E-TECHSAT LTD Partnership with CMS in case of loss of password or in case of any abuse or attempted abuse of Customer password or other Customer Identification. Customer agrees that Customer is entirely responsible for use of Customer’s Identification and that it is Customer’s responsibility to have in place security measures and procedures to ensure use of its Customer Identification only by authorised personnel for authorised purposes.

3.3 Customer agrees that E-TECHSAT LTD Partnership with CMS is entitled to rely absolutely on any orders placed on CMS which have utilised Customer’s Identification and to deliver as directed by such orders and to invoice and be paid in respect of such orders.

3.4 Customer agrees that any order placed on E-TECHSAT LTD Partnership with CMS including by Electronic Means mentioning or utilising Customer’s Identification is a valid and binding purchase order.

3.5 Customer acknowledges that E-TECHSAT LTD Partnership with CMS cannot guarantee the security of the Internet and the possibility of interception or corruption of data transmitted from Customer to E-TECHSAT LTD Partnership with CMS using correct Customer Identification, and that CMS is nonetheless entitled to rely on data transmitted in the form it is received at E-TECHSAT LTD Partnership with CMS.

4. Information

4.1 All Product pricing, description, availability and related information (“Information”) provided by E-TECHSAT LTD Partnership with CMS, in any form, is the property of E-TECHSAT LTD Partnership with CMS or its suppliers. E-TECHSAT LTD Partnership with CMS hereby grants Customer a limited, non-exclusive, non-transferable license to use the Information for its internal use only for the purpose of Customer’s purchases and sales of Products sold by E-TECHSAT LTD Partnership with CMS to it. E-TECHSAT LTD Partnership with CMS shall be entitled to stop the provision of Information at any time without notice. Customer agrees to hold in confidence and not to directly or indirectly use, reveal, report, publish, disclose or transfer to any other person or entity any of the Information or utilise the Information for any purpose except as permitted herein. E-TECHSAT LTD Partnership with CMS makes no warranty, either express or implied on the Information or its accuracy. All Information is provided to Customer “as is.” If E-TECHSAT LTD Partnership with CMS provides Information to Customer by Electronic Means,

Customer agrees to update such Information regularly to ensure its accuracy. Specifically but without limitation Customer is not entitled to utilise Information for any purpose other than in the normal course of business of a reseller and is not entitled to use, reproduce or display the Information in any way, which in E-TECHSAT LTD Partnership with CMS's opinion; (1) would enable it to be identified as information obtained from E-TECHSAT LTD Partnership with CMS (2) would enable comparison of the Information with other suppliers' information relating to Products or (3) could be damaging to E-TECHSAT LTD Partnership with CMS's business interests.

4.2 E-TECHSAT LTD Partnership with CMS agrees to hold in confidence and not to directly or indirectly use, reveal, report, publish, disclose or transfer to any other person or entity any Customer sensitive information or utilise such information for any purpose if Customer has notified E-TECHSAT LTD Partnership with CMS in writing that such information is confidential. Customer agrees that E-TECHSAT LTD Partnership with CMS may disclose to its suppliers certain details (including personal data) about the Customer and CMS's sales of the respective suppliers' Products to the Customer.

5. Orders and Specifications

5.1 The Customer shall be responsible to E-TECHSAT LTD Partnership with CMS for ensuring the accuracy of the terms of any purchase order, and shall be solely responsible for its selection of Products on any purchase order and the fitness of the Products for any particular purpose. E-TECHSAT LTD Partnership with CMS disclaims any liability for any errors in the Customer's purchase order.

5.2 E-TECHSAT LTD Partnership with CMS reserves the right to make any changes to the Contract due to changes in the specification of the Products made by its suppliers or changes that are required to conform with any applicable safety or other statutory requirements. These changes will be duly notified to the Customer. The Customer cannot cancel or reschedule the Contract provided the changes do not alter the material terms of the Contract. For other types of changes, the possibility of cancellation will be subject to E-TECHSAT LTD Partnership with CMS's discretion and conditions.

5.3 Orders for direct shipment to Customer's customers may require the Customer's acceptance of additional terms including prepayment of the order and will be subject to additional fees.

6. Price

6.1 Subject to the provisions of Clause 5 and the remainder of this Clause 6.

6.1.1 Prices for Products in E-TECHSAT LTD Partnership with CMS's stock ready to be shipped will be established at the time the order is accepted by E-TECHSAT LTD Partnership with CMS;

6.1.2 If the Customer places an order for Products not in stock at the time of order (a "Backorder") or the Customer places an order for scheduled delivery, such orders shall be

irrevocable and the price for such Products shall be the price established at the time the Backorder or scheduled delivery is accepted by E-TECHSAT LTD Partnership with CMS.

6.2 Notwithstanding any of the foregoing E-TECHSAT LTD Partnership with CMS reserves the right to increase its prices after acceptance of a Backorder or scheduled delivery due to an increase in its supplier's price to E-TECHSAT LTD Partnership with CMS or an increase in direct costs to which E-TECHSAT LTD Partnership with CMS becomes subject (including without limit costs resulting from currency fluctuation) but CMS shall only increase its price by such level as is necessary to reflect such increases.

6.3 All prices quoted by E-TECHSAT LTD Partnership with CMS exclude the cost of transport from E-TECHSAT LTD Partnership with CMS's warehouse to the Customer's receiving point, as well as configuration, fulfilment and other services provided by E-TECHSAT LTD Partnership with CMS.

6.4 All prices and charges are exclusive of any applicable Value Added Tax, which the Customer will be additionally liable to pay to E-TECHSAT LTD Partnership with CMS. Unless otherwise stated prices exclude any copyright levies, waste and environmental fees, and similar charges that E-TECHSAT LTD Partnership with CMS by law or statute may or shall charge or collect upon resale. If Products are ordered from the Website for delivery outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. The customer will be responsible for payment of any such import duties and taxes. Please note that E-TECHSAT LTD Partnership with CMS has no control over these charges and cannot predict their amount. The Customer should contact its local customs office for further information before placing your order.

6.5 If Customer is offered special pricing for certain orders and such pricing is made available to E-TECHSAT LTD Partnership with CMS from its suppliers ("Special Bids"), the Customer shall adhere to the applicable Special Terms and other terms and conditions of such Special Bids and agrees to indemnify E-TECHSAT LTD Partnership with CMS for any claims made against E-TECHSAT LTD Partnership with CMS by the suppliers for Customer's non-compliance with the supplier's terms and conditions. Customer agrees to pay any service fees charged for E-TECHSAT LTD Partnership with CMS's pass-through of Special Bids and other supplier driven benefits the Customer may receive, including any marketing funding, price protection and individual rebates, and agrees that pass-through and payment of such benefits will be subject to E-TECHSAT LTD Partnership with CMS having received the benefits from its supplier. The Special Terms may oblige the Customer to comply with certain requirements including but not limited to (i) the sale of the Products only to specifically named end-users; (ii) the disclosure of end-user information to E-TECHSAT LTD Partnership with CMS and its suppliers for the purpose of end-user verification; and (iii) the submission of copies of end-user invoices, end-user purchase orders or end-user shipping documents to E-TECHSAT LTD Partnership with CMS and its suppliers. Subject to the Special Terms applicable for the individual suppliers and Products, non-compliance with the Special Terms may entitle CMS and/or its suppliers to reclaim and invoice the Customer in full for all discounts, rebates and other special price conditions granted to the Customer under the special price.

7. Terms of Payment

7.1 Unless E-TECHSAT LTD Partnership with CMS shall have previously agreed in writing with the Customer that the Products shall be supplied on credit, payment for the Products shall be made in full by the Customer by credit or debit card. If payment is made by credit or debit card the Customer agrees to pay all fees and service charges incurred by E-TECHSAT LTD Partnership with CMS for the handling of such transaction including fees charged by the card company to E-TECHSAT LTD Partnership with CMS.

7.2 Where E-TECHSAT LTD Partnership with CMS has agreed to supply the Products on credit Customer shall pay the price of the Products within 30 days of the date of E-TECHSAT LTD Partnership with CMS's invoice notwithstanding that title to the Products has not passed to the Customer. Customer shall not deduct or set off any other amount against the invoice as compensation for any payment made prior to the due date. Invoices will be dated the day of dispatch of the Products. E-TECHSAT LTD Partnership with CMS shall be entitled at its absolute discretion to alter payment terms (other than on concluded Contracts) and withdraw or alter any credit limit granted at any time with notice. If Customer exceeds its credit limit or fails to qualify for continued credit terms, E-TECHSAT LTD Partnership with CMS may, at its sole discretion, delay subsequent shipments or require prepayment until CMS determines that Customer is again entitled to receive credit terms. Customer shall not set off or withhold any amount due to E-TECHSAT LTD Partnership with CMS against its receivables without E-TECHSAT LTD Partnership with CMS's prior written approval, and shall in the event of a bona fide dispute, pay any undisputed part of the invoice.

7.3 The time of payment shall be of the essence. If the Customer fails to make a payment on the due date then without prejudice to any other right or remedy available to it E-TECHSAT LTD Partnership with CMS shall be entitled to:-

7.3.1 cancel the Contract or suspend any further deliveries of Products or suspend any Services to the Customer; E-TECHSAT LTD Partnership with CMS may at its discretion grant Customer a reasonable cure period before cancelling the Contract due to non-payment;

7.3.2 appropriate any payment made by the Customer to such of the Products as E-TECHSAT LTD Partnership with CMS may think fit (notwithstanding any purported appropriation by the Customer);

7.3.3 charge the Customer interest (both before and after judgement) on the amount unpaid at the rate of 2% per annum above Barclays Bank plc base rate from time to time until payment in full is made such interest being calculated on a daily basis.

7.4 Customer shall provide E-TECHSAT LTD Partnership with CMS's Credit Department with copies of its annual financial statements within sixty (60) days of the close of the fiscal period to which they relate. Customer shall inform E-TECHSAT LTD Partnership with CMS promptly if there is a change of ownership or control of Customer or its direct or indirect parent company (excluding changes of ownership of the shares of a publicly quoted company which do not result in a change in control of the company's board of directors or other governing board), a management buy-out, or all or a substantial part of the Customer's assets are sold or otherwise transferred to any non-affiliated company or member of the Customer's group of companies.

7.5 In the event Customer intends to sell, assign, factor or otherwise transfer any book debt owed to Customer or to enter into any form of invoice discounting arrangement Customer agrees to inform E-TECHSAT LTD Partnership with CMS in writing prior to entering into any such arrangements.

7.6 If E-TECHSAT LTD Partnership with CMS issues a credit note and the Customer does not utilise the credit note within a period of 12 months from the date of its issue E-TECHSAT LTD Partnership with CMS shall have the right to cancel the credit note and the Customer shall not be entitled to a replacement or any payment in respect of the same.

7.7 Any credit balance shown on a Customer's statement of account issued by E-TECHSAT LTD Partnership with CMS which remains on the statement for a period of 12 months will be forfeited by the Customer who shall no longer have any rights to the same.

7.8 E-TECHSAT LTD Partnership with CMS reserves the right to issue and send all invoices to the Customer in an electronic format, and the Customer accepts to receive all invoices electronically including receipt of invoices by e-mail.

8. Delivery

8.1 Delivery of the Products shall take place Free Carrier E-TECHSAT LTD Partnership with CMS's warehouse. In the absence of specific instructions from the Customer CMS will select the carrier. Unless the Customer shall have notified E-TECHSAT LTD Partnership with CMS in writing within 24 hours of the date of the Dispatch Confirmation that the Products have not been received or 24 hours from the time of delivery that the Products have been damaged then delivery shall be deemed to have taken place in accordance with the Contract and the Customer shall not be entitled to raise any claim of short or mis-shipment or damage to the Products.

8.2 The Customer shall upon receipt of the Products sign the delivery note (proof of delivery) and be responsible for complying with the applicable shipping requirements of E-TECHSAT LTD Partnership with CMS and its carriers details of which are made available on the Website. The Customer's sign-off on E-TECHSAT LTD Partnership with CMS's delivery shall be at carton level. E-TECHSAT LTD Partnership with CMS shall be entitled to assume that any person who both reasonably appears and claims to have authority to accept delivery who signs a note in respect of the Products on behalf of the Customer or the Customer's customer (if E-TECHSAT LTD Partnership with CMS has agreed to deliver direct) does in fact have the authority.

8.3 Any dates quoted or scheduled for the delivery of Products are approximate only and E-TECHSAT LTD Partnership with CMS shall not be liable for any delay in delivery of the Products howsoever caused.

8.4 Partial delivery is allowed unless otherwise mutually agreed by both parties. Failure by E-TECHSAT LTD Partnership with CMS to deliver the rest of the Products shall not entitle the Customer to treat the order as a whole as repudiated.

8.5 For the purpose of these Conditions where E-TECHSAT LTD Partnership with CMS has agreed to ship Products direct to the Customer's customer any such shipment shall be deemed

to be delivery to the Customer and any refusal by the Customer's customer to accept delivery shall be deemed to be a refusal by the Customer.

8.6 The Customer shall bear all costs associated with the unjustified refusal of Products. If the refusal is made on the grounds that the order was wrongly placed (i.e. wrong product, wrong pricing, etc.) and the refusal is accepted by E-TECHSAT LTD Partnership with CMS, E-TECHSAT LTD Partnership with CMS reserves its right to charge accordingly additional fees for return transportation and administrative expenses related thereto, and original carriage costs will not be reimbursed.

Risk and Title

9.1 Risk in the Products shall pass to the Customer on delivery or if the Customer or if the Customer unjustifiably fails to take delivery of the Products the time when E-TECHSAT LTD Partnership with CMS has tendered delivery of the Products.

9.2 Title to the Products shall not pass to the Customer until E-TECHSAT LTD Partnership with CMS has received payment in full (in cash or cleared funds) for:

9.2.1 the Products; and

9.2.2 any other goods or services that E-TECHSAT LTD Partnership with CMS has supplied to the Customer in respect of which payment has become due.

9.3 Until title to the Products has passed to the Customer, the Customer shall:

9.3.1 hold the Products on a fiduciary basis as E-TECHSAT LTD Partnership with CMS's bailee;

9.3.2 store the Products separately from all other goods held by the Customer so that they remain readily identifiable as E-TECHSAT LTD Partnership with CMS's property;

9.3.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Products;

9.3.4 not offer the Products as collateral or otherwise grant a charge in respect of the Products;

9.3.5 maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; and

9.3.6 give CMS such information relating to the Products as E-TECHSAT LTD Partnership with CMS may require from time to time.

9.4 The Customer may resell the Products in the ordinary course of its business, provided that the Customer:

9.4.1 informs its customers that title to the Products is retained by E-TECHSAT LTD Partnership with CMS until the Customer has paid E-TECHSAT LTD Partnership with CMS, and

9.4.2 ensures that its customers have agreed that any Products shall be returned to CMS in the event that the Customer fails to pay E-TECHSAT LTD Partnership with CMS's invoices when they fall due.

9.5 Until title to the Products has passed to the Customer then (provided that the Products have not been resold, or irrevocably incorporated into another product) without limiting any other right or remedy E-TECHSAT LTD Partnership with CMS may have:

9.5.1 CMS may at any time require the Customer to deliver up the Products; and

9.5.2 if the Customer fails to comply promptly with E-TECHSAT LTD Partnership with CMS's request E-TECHSAT LTD Partnership with CMS may enter any premises of the Customer or of any third party where the Products are stored in order to recover them.

10. Warranties and Liabilities

10.1 E-TECHSAT LTD Partnership with CMS does not manufacture the Products (or where the Products comprise computer software does not publish or license the software) and subject to the conditions set out below in this Clause 10 E-TECHSAT LTD Partnership with CMS only sells the Products with the benefit of the manufacturer's or publisher's or licensor's ("publisher's") warranty (as the case may be).

10.2.1 E-TECHSAT LTD Partnership with CMS will accept liability for defective Products only to the extent that CMS is entitled to make a claim under the manufacturer's or publisher's warranty or other defective goods terms and actually obtains from the manufacturer or publisher a refund credit repair or replacement in respect of the defective Products. Processing of these defective Products shall be made according to the manufacturer's procedure and the instructions set out in Clause 10.4 below. E-TECHSAT LTD Partnership with CMS cannot and shall have no obligation to accept a return of and/or grant a credit for Product not compliant with the manufacturer's procedures.

10.2.2 E-TECHSAT LTD Partnership with CMS shall be under no liability in respect of any defect arising from fair wear and tear wilful damage negligence abnormal working conditions failure to follow E-TECHSAT LTD Partnership with CMS's or the manufacturer's or publisher's instructions misuse or alteration or repair of the Products without E-TECHSAT LTD Partnership with CMS's approval.

10.2.3 E-TECHSAT LTD Partnership with CMS shall be under no liability under the above warranty if the total price of the Products has not been paid.

10.3 All warranties, conditions or other terms implied by common law or statute, or otherwise in connection with the sale or supply of goods or goods or services (save, in the case of goods, as to title) are excluded to the fullest extent permitted by law.

10.4 Any claim by the Customer which is based on a defect in the quality or condition of the Products shall be notified to E-TECHSAT LTD Partnership with CMS's Customer Services Department. Upon notification of any such claim by the Customer CMS shall either notify the Customer whether the policy of the manufacturer of the Products is to deal with the Customer direct (in which case the Customer shall deal with the manufacturer direct provided E-TECHSAT LTD Partnership with CMS gives sufficient details to enable the Customer so to do) or shall provide the Customer with an RMA number (in which case the Customer shall return the Products to CMS in their original unmarked packaging together with details of the RMA number and the Customer's name and address). If E-TECHSAT LTD Partnership with CMS issues an RMA number to the Customer E-TECHSAT LTD Partnership with CMS shall not send any replacement Products or issue a credit note to the Customer until after the original Product has been returned to E-TECHSAT LTD Partnership with CMS. This Clause 10.4 shall only apply to Products the Customer is entitled to return to E-TECHSAT LTD Partnership with CMS as provided in these Conditions.

10.5 E-TECHSAT LTD Partnership with CMS shall not be liable to the Customer for any economic or financial loss or damage (including without limit any loss of profits, loss of revenue, liabilities incurred by the Customer to third parties relating to Products delivered or Services rendered by E-TECHSAT LTD Partnership with CMS, or additional expenses incurred or the cost of time spent) or any consequential, indirect, or special loss or damage costs expenses or other claims for consequential compensation whatsoever (including without limit loss of or damage to data or loss of goodwill) incurred or suffered by the Customer and in every case howsoever caused or arising (and whether caused by the negligence of E-TECHSAT LTD Partnership with CMS its employees or agents or otherwise).

10.6 E-TECHSAT LTD Partnership with CMS's liability for direct loss or damage arising from damage to tangible property for which CMS is liable shall be limited to the VAT exclusive price of the relevant Product or Service. In no event shall CMS's liability exceed the maximum amount of E-TECHSAT LTD Partnership with CMS's insurance cover.

10.7 Nothing in these Conditions shall in any way exclude or limit any liability E-TECHSAT LTD Partnership with CMS may have for death or personal injury caused by its negligence.

10.8 E-TECHSAT LTD Partnership with CMS shall not be liable to the Customer or be deemed to be in breach of any Contract by reason of any delay in performing or any failure to perform any of E-TECHSAT LTD Partnership with CMS's obligation in relation to the Products or Services if the delay or failure was due to any cause beyond E-TECHSAT LTD Partnership with CMS's reasonable control. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond E-TECHSAT LTD Partnership with CMS's reasonable control:-

10.8.1 Act of God explosion flood tempest fire or accident;

10.8.2 act of terrorism war or threat of war sabotage insurrection civil disturbance or requisition;

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

10.8.4 import or export regulations or embargoes;

10.8.5 strikes lock outs or other industrial actions or trade disputes (whether involving employees of E-TECHSAT LTD Partnership with CMS or a third party);

10.8.6 difficulties of E-TECHSAT LTD Partnership with CMS's suppliers in obtaining raw materials labour fuel parts or machinery.

10.9 If Customer is selling Products or Services purchased from E-TECHSAT LTD Partnership with CMS to a Consumer the Customer shall ensure the Consumer is given sufficient and appropriate information and descriptions as to the Product's or Services' fitness for the purpose for which the Products or Services are normally used and any particular purpose the Consumer has required or agreed with the Customer. Customer shall not remove or replace any labelling, user manuals, components or other material from the Product as supplied by the manufacturer or E-TECHSAT LTD Partnership with CMS, and shall not in its advertising, marketing or labelling provide any public statements on the specific characteristics of the Products or Services on behalf of E-TECHSAT LTD Partnership with CMS, the manufacturer or their representatives.

10.10 Customer accepts liability for the Products' conformity with the Customer's Consumer contract ('conformity' as defined by the EU Directive 1999/44/CE of May 25, 1999 and legislation implementing the Directive), and Customer shall not offer any warranties or representations to the Consumer as to the quality, fitness for purpose of the Products without the manufacturers' express consent. Customer agrees to hold harmless and indemnify CMS and the manufacturers against any loss, costs, and damages caused by the Customer's acts or omissions, and non-compliance with the obligations in Clause 10.9, Clause 10.10, Clause 10.11 and Clause 10.12

10.11 If Customer is held liable to the Consumer caused by a Product's lack of conformity resulting from an act or omission by the manufacturer or E-TECHSAT LTD Partnership with CMS, or any other intermediary, Customer may by law or statute be entitled to pursue remedies against E-TECHSAT LTD Partnership with CMS, the manufacturer or any other person liable in the contractual chain. Provided Customer is legally entitled to pursue such remedies and E-TECHSAT LTD Partnership with CMS is held liable by a competent court of law, E-TECHSAT LTD Partnership with CMS's liability to Customer shall be limited to an amount corresponding to the Customer's original purchase price of the Product or Service giving rise to the claim by the Consumer.

10.12 Should the Product warranties offered by the manufacturers or E-TECHSAT LTD Partnership with CMS under these Conditions be restricted compared to the guarantees the Consumer is entitled to under law, the Customer agrees to take sole responsibility towards the Consumer for the excess liability and waives any claim it may have against E-TECHSAT LTD Partnership with CMS in respect of such excess.

10.13 The Products are subject to the intellectual property rights of E-TECHSAT LTD Partnership with CMS's suppliers (i.e. the Product manufacturers). Customer is not authorised to alter, cover, or remove any reference to such intellectual property rights on the Products, and shall adhere to any guidelines and restrictions provided by E-TECHSAT LTD Partnership with CMS's suppliers if the Customer is granted a right to use such rights in the marketing and resale of Products. E-TECHSAT LTD Partnership with CMS shall have no duty to defend, indemnify or hold Customer harmless from and against any or all claims brought against Customer or damages and costs incurred by Customer arising from the

infringement of a third party's intellectual property rights, except to the extent E-TECHSAT LTD Partnership with CMS's supplier is offering such defence or indemnification to E-TECHSAT LTD Partnership with CMS on a pass through basis. Upon threat of claim or claim of infringement, E-TECHSAT LTD Partnership with CMS may, at its option (i) procure the right to continue using any part of Product, (ii) replace the infringing Product with a non-infringing Product of similar performance, or (iii) refund to the Customer the purchase price paid by the Customer for the infringing Product. Notwithstanding any other terms or conditions to the contrary E-TECHSAT LTD Partnership with CMS's liability for infringement of intellectual property rights under these Conditions shall not exceed the Customer's purchase price for the infringing Products.

11. Credits, Returns and Repairs

11.1 In most cases of delivery discrepancies or damage E-TECHSAT LTD Partnership with CMS will offer the Customer a credit note for Products to a value equal to either the price paid for the Products if the Customer orders different Products or the sale price of the Products at the time when and if the Customer re orders the same Products.

11.2 If E-TECHSAT LTD Partnership with CMS agrees to accept the return of any Products (other than for the purpose set out in Clause 10 above) or agrees to carry out repairs to other products which have not been purchased from E-TECHSAT LTD Partnership with CMS or agrees to repair Products which are out of warranty the Customer shall not send the same to E-TECHSAT LTD Partnership with CMS unless they are accompanied by an RMA number previously advised by E-TECHSAT LTD Partnership with CMS's customer services department and a copy of the relevant sales invoice and are sent in their original packaging.

11.3 The Customer shall notify E-TECHSAT LTD Partnership with CMS within 24 hours of any delivery discrepancies or Product damages, other than for the purposes set out in Clause 10. If E-TECHSAT LTD Partnership with CMS issues a returns number (RMA), Products must be returned to E-TECHSAT LTD Partnership with CMS within 5 working days of the date thereof.

11.4 If E-TECHSAT LTD Partnership with CMS has agreed to carry out repairs or to replace Products (or any parts thereof) other than for the purpose set out in Clause 10 above the Customer irrevocably authorises E-TECHSAT LTD Partnership with CMS to carry out such repairs or provide such replacements as shall place the Products in proper working order.

11.5 E-TECHSAT LTD Partnership with CMS shall accept no liability for any damage to or loss in transit of Products returned to E-TECHSAT LTD Partnership with CMS whether under this Clause or under Clause 10 above unless E-TECHSAT LTD Partnership with CMS collects the Products using its own carrier.

11.6 If E-TECHSAT LTD Partnership with CMS has agreed to accept the return of Products, other than for the purposes set out in Clause 10 above or for the purpose of carrying out any other repair or replacement, the Products must be returned in their original packaging and in a clean resalable condition, and will be subject to a re-stocking fee at E-TECHSAT LTD Partnership with CMS's discretion, failing which CMS will refuse to accept the same and the Customer shall remain liable for the price thereof.

11.7 Details of E-TECHSAT LTD Partnership with CMS's returns process and terms can be found on the Website and Customer agrees to comply with this process and abide to the terms when returning any Product to E-TECHSAT LTD Partnership with CMS.

12. Insolvency of Customer

12.1 If:-

12.1.1 the Customer makes any voluntary arrangements with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation otherwise than for the purposes of a solvent amalgamation or solvent reconstruction;

12.1.2 an encumbrancer takes possession or a receiver is appointed of any of the property or assets of the Customer; or

12.1.3 the Customer ceases or threatens to cease carrying on business; or

12.1.4 E-TECHSAT LTD Partnership with CMS reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly;

then upon the happening of any of the above, without prejudice to any other right or remedy available to E-TECHSAT LTD Partnership with CMS, E-TECHSAT LTD Partnership with CMS shall be entitled to cancel the Contract and/or suspend any further deliveries or Services under the Contract without any liability to the Customer and if the Products have been delivered and not paid for then the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary; E-TECHSAT LTD Partnership with CMS will also be entitled to the immediate recovery of any Products delivered for which payment has not been received.

13. Legal Obligations

13.1 Customer agrees to comply with its obligations under the WEEE directive (EC Directive 2002/96/EC of the European Parliament and of the Council of 27 January 2003) as implemented in the UK.

13.2 The Customer agrees to comply with all other applicable laws and regulations of the country for which the Products are destined. E-TECHSAT LTD Partnership with CMS will not be liable for any breach by the Customer of any such laws.

14. Configuration and Other Services

14.1 If agreed in any particular case E-TECHSAT LTD Partnership with CMS will provide configuration Services to Customer. Configuration Services will be at the price agreed at the time the order is accepted. The Customer shall be solely responsible for the accuracy of its order, the specification of the components and their configuration and for ensuring that the

configured product specified is satisfactory for the purposes for which it is required including without limit that it has sufficient overall functionality, and will support, be compatible and inter-operable with any hardware, software or middleware with which it is intended to operate.

14.2 Configuration Services will have a warranty of 14 days from the date of shipment to the Customer. E-TECHSAT LTD Partnership with CMS's sole liability (and the Customer's sole remedy against E-TECHSAT LTD Partnership with CMS) in respect of any defective Services for which E-TECHSAT LTD Partnership with CMS is responsible shall be the repair by E-TECHSAT LTD Partnership with CMS or at E-TECHSAT LTD Partnership with CMS's option replacement of the Product on which the Services have been performed. (If any alleged defect shall be attributable to defect in Product the provisions of Clause 10 shall apply). Claims in respect of defective Services must be made within 21 days of the date of delivery of the configured Product.

14.3 E-TECHSAT LTD Partnership with CMS may offer other Services to Customer including direct fulfilment and billing, installation and support services, storage and consolidation, and other logistics services. Such Services will be provided under these Conditions in addition to specific terms agreed upon in writing with Customer.

15. Miscellaneous

15.1 Applicable laws require that some of the information or communications E-TECHSAT LTD Partnership with CMS sends to the Customer should be in writing. When using the Website, Customer accepts that communication with E-TECHSAT LTD Partnership with CMS will be mainly electronic. E-TECHSAT LTD Partnership with CMS will contact the Customer by e-mail or provide the Customer with information by posting notices on the Website. For contractual purposes, the Customer agrees to this electronic means of communication and acknowledges that all contracts, notices, information and other communications that E-TECHSAT LTD Partnership with CMS provides electronically comply with any legal requirement that such communications be in writing.

15.2 All notices given by the Customer to E-TECHSAT LTD Partnership with CMS must be given to E-TECHSAT LTD Partnership with CMS Distribution Limited at Bohola Road, Kiltimagh, Co Mayo, Republic of Ireland. We may give notice to you at either the e-mail or postal address you provide to us when placing an order. Notice will be deemed received and properly served immediately when posted on the Website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

15.3 The Customer may not transfer, assign, charge or otherwise dispose of a Contract, or any of its rights or obligations arising under it, without E-TECHSAT LTD Partnership with CMS's prior written consent. E-TECHSAT LTD Partnership with CMS may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of its rights or obligations arising under it, at any time during the term of the Contract.

15.4 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice.

15.5 No waiver by E-TECHSAT LTD Partnership with CMS of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

15.6 If any provision of these Conditions is held by any authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby.

15.7 These Conditions and any Contract shall be governed by the laws of England and the Customer submits to the non-exclusive jurisdiction of the English Courts.