

## Terms and Conditions governing the supply to the Buyer of Qubix Technology Limited Goods & services.

### 1. Definitions

- 1.1 Contract means any agreement between Qubix Technology and the Buyer for the supply of Goods, which expressly or by implication incorporates these Terms and Conditions.
- 1.2 Buyer means any person who places an Order with Qubix Technology.
- 1.3 Delivery Address means the address as the point of delivery as notified by Qubix Technology to the Buyer.
- 1.4 Delivery Date means the delivery date as notified by Qubix Technology to the Buyer.
- 1.5 Goods means any goods of a type described in product lists made available to potential Buyers.
- 1.6 Order means an order given by the Buyer to Qubix Technology for the supply of goods.
- 1.7 Order Acknowledgment means the Order Acknowledgement raised by Qubix Technology confirming price, payment and delivery details.
- 1.8 Invoice means the Invoice raised by Qubix Technology and issued to the Buyer.
- 1.9 Price means the price for the goods as stated in the Invoice, excluding VAT.
- 1.10 Qubix Technology means Qubix Technology Ltd a company registered in England and Wales whose registered office is at: Unit 4 Bartle Court Business Village, Rosemary Lane, Preston, PR4 0HB

### 2. Conditions Applicable

- 2.1 Each quotation shall be deemed to be an offer by Qubix Technology to supply Goods on these Conditions and if the Buyer shall place an Order for Goods with prior notice of these Conditions such Order shall be deemed to be an acceptance by the Buyer of these Conditions.
- 2.2 If the Buyer shall purport to Order Goods from Qubix Technology in terms which seek to vary these Conditions Qubix Technology shall not be bound to supply Goods on such varied terms unless and until Qubix Technology shall explicitly and in writing accept such varied terms.
- 2.3 No variation of these Conditions (including any special terms and conditions agreed between the Buyer and Qubix Technology) shall have any effect unless agreed in writing by Qubix Technology.

### 3. Price and Payment

- 3.1 Prices will be ex works; delivery charges will be shown as a separate item on the Invoice.
- 3.2 Value Added Tax will be charged at the rate appropriate at the date of the Invoice.
- 3.3 Payment of the full Invoice value must be made within the period stated on the Order Acknowledgement. The contents of the invoice, including, inter alia, the price shall, in the absence of a manifest error, be deemed to have been accepted by the Buyer unless the Buyer has notified Qubix Technology in writing within 3 working days from the date of the Invoice that such contents are disputed. Unless otherwise agreed, payment must be made in pounds sterling, without set-off, deduction or withholding. Interest on the overdue balance of any Invoice shall accrue on a daily basis from the date when payment becomes due at a rate of 3% per annum above Qubix Technology's banking base rate and shall accrue at such a rate after as well as before any judgment.
- 3.4 Qubix Technology shall be entitled to charge Twenty-Five Pounds for all cheques returned or dishonored by its bank.
- 3.5 Where quarterly / bi-annual / custom billing / payment is requested. This arrangement is subject to a 10% surcharge of the total amount payable.
- 3.6 The duration of all contracts is 12-months, unless otherwise stated. Clients that request a contract to be less than 12-months will be subject to a 10% surcharge of the total amount payable
- 3.7 Qubix Technology reserve the right to place Buyer credit accounts "on-stop" due to non-payment of invoices. The result of which will result in the suspension of support or other services until such point that all outstanding trade accounts are settled, this is despite support / other services having been paid for in full.

### 4. Delivery

- 4.1 Delivery will be affected at the Delivery Address.
- 4.2 The delivery date is approximate only and not of any contractual effect. While Qubix Technology or any parties acting on behalf of Qubix Technology will use all reasonable endeavors to meet the Delivery Date Qubix Technology will not be liable for any loss or damage incurred by the buyer as a result of any failure to deliver on such particular date.
- 4.3 The buyer shall inspect the Goods on delivery and shall within 3 working days of delivery and within 14 days of receipt of invoice, notify Qubix Technology of any alleged shortage in quantity, damage or failure to comply with description. If the Buyer fails to notify Qubix Technology within such time the Goods shall be conclusively presumed to be in accordance with the Contract.
- 4.4 Damage to goods as a result of transit must be reported and signed for at the time of receipt

### 5. Guarantees and Procedure for Return of Defective Goods

- 5.1 If during the period of twelve months from the Delivery Date 'the Guarantee Period' the Goods (or any part of a consignment of Goods) shall prove to be defective and if the Buyer shall have complied in all material respects with the Procedure for Return of Goods set out in Condition 5.3 below Qubix Technology will repair or replace the defective items but it shall be for Qubix Technology in its absolute discretion to decide whether to repair the defective items or replace them.
- 5.2 For the avoidance of doubt Qubix Technology shall not be liable to repair or replace the Goods until it has had an opportunity to examine them and under no circumstances will Qubix Technology send replacement Goods until the alleged defective Goods have been returned to Qubix Technology.
- 5.3 The Procedure for Return of Defective Goods is as follows:
  - 5.3.1 If any Goods are or become defective within 'the Guarantee Period' the Buyer will obtain a Return of Merchandise Authority (RMA) form and number from Qubix Technology.
  - 5.3.2 Qubix Technology will issue an RMA number after receipt from the Buyer of a duly completed RMA form along with copies of relevant invoices and delivery notes which number shall be valid for seven working days from the date of issue of the RMA number.
  - 5.3.3 The Buyer shall return the defective Goods in secure undamaged original packaging and shall mark the RMA number clearly on the package and shall return the defective Goods within seven working days of issue of the RMA number.
  - 5.3.4 All goods packaging, manuals, drivers etc must be returned in a resalable condition with no writing or labels on either packaging or products which cannot be easily removed. Failure to comply may repudiate refunds or replacements.
  - 5.3.5 Goods are returned to Qubix Technology at the risk of the Buyer and at their cost

5.4 Where software licenses have been supplied and activated, we are unable to accept these items for a refund / return, due to licenses having a pre-determined expiry date that cannot be amended.

### 6. Limitations and Exclusions of Qubix Technology's Contractual Liability

- 6.1 Qubix Technology's obligations are to supply Goods of the quality and description agreed between the parties and to repair or replace Goods which are either properly rejected as defective or which become defective during the Guarantee Period but these obligations are subject to the following limitations and exclusions.
- 6.2 Qubix Technology has no obligation to repair or replace Goods which are accepted by the Buyer but subsequently become defective unless the Buyer shall comply in all material respects with the terms of the guarantee contained in Condition 5.3.3. All implied warranties and conditions (whether implied by statute or otherwise) are excluded to the extent that such exclusion is lawful.
- 6.4 Under no circumstances shall the liability of Qubix Technology under each contract exceed the Price and Qubix Technology shall be under no liability whatsoever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer.
- 6.5 It is the Buyer's responsibility to specify correctly the Goods required and if any Goods supplied shall by reason only of their specification be unsuitable for the purpose for which they have been supplied Qubix Technology shall be under no liability whatsoever to the Buyer for the consequences of such unsuitability unless Qubix Technology shall have supplied Goods of a specification different from that specified by the Buyer in his Order.
- 6.6 The guarantee given by Condition 5 shall not be valid if the Goods are damaged in consequence of any act or neglect of the Buyer and in particular of any mishandling or careless installation

### 7. Title

- 7.1 Title to the Goods remains vested in Qubix Technology until such time as the price, taxes and any other charges due under the Contract have been paid in full.
- 7.2 Until such time as title in the Goods passes to the Buyer, the Buyer shall hold the Goods as Qubix Technology's voluntary bailee for reward. Risk in the Goods shall pass to the Buyer immediately following dispatch from the premises of Qubix Technology and no responsibility will be accepted by Qubix Technology for damage or loss in transit.
- 7.3 Qubix Technology shall be entitled to recover from the Buyer any Goods for which payment has not been received when due and enter upon the premises of the Buyer where the goods are situated or are reasonably thought to be situated to repossess such goods.

### 8. Force Majeure

- 8.1 Qubix Technology shall not be liable for failure to perform its obligations in the event such performance is prevented or hindered by reason of force majeure. Force majeure shall be deemed to mean all causes beyond the reasonable control of Qubix Technology.
- 8.2 If any such event continues for more than 28 days the company may terminate the agreement forthwith by written notice to the customer without prejudice to the accrued rights of either party.

### 9. Telecommunications Requirements

- 9.1 Where Goods are sold by the Buyer to the Telecommunications Industry it is the sole responsibility of the Buyer to ensure compliance with the regulations of that industry.
- 9.2 Where Goods are supplied for use in the telecommunications industry the Buyer shall indemnify Qubix Technology and keep it fully indemnified against all claims of any description however arising which may be made against Qubix Technology by the owner of the telecommunications equipment.

### 10. Life Endangering Applications

- 10.1 Goods are designed for standard commercial use and are not intended to be installed or used in hazardous or life threatening environments or for potentially life endangering applications, including but not limited to environments or applications involving safety critical systems in the nuclear industry, the control of aircraft in the air or medical or life threatening applications. The Buyer agrees to indemnify and hold Qubix Technology harmless from and against all liabilities and related costs arising out of the use of any of the Goods for any of these purposes.

### 11. Renewals & Cancellations

- 11.1 Qubix Technology is under no obligation to accept cancellation of orders for non-stock items once a purchase order has been accepted. Qubix Technology reserves the right to recover costs and loss of profit should the Buyer refuse delivery.
- 11.2 In the event of a cancellation a minimum restocking fee of 15% will be charged.
- 11.3 All contracts (including support, broadband, telephony) unless otherwise stated, are 12-month rolling contracts and are subject to a 90-day cancellation notice that must be made in writing to our registered office as per point 1.10. Cancellation of a contract is subject to the duration of the contract being paid for in full.
- 11.4 Contracts and renewals are rolling contracts and no renewal reminders will be issued. It is the Buyer's responsibility to be familiar with their renewal dates and be aware of our cancellation notice period per 11.3.
- 11.5 Leased lines. EFM, Fibre Leased Lines, Bonded DSL connections are subject to a different cancellation policy and terms that are stated in clause 11.2 of these terms. These services are subject to a 90-day cancellation notice, but once the stipulated contract duration has ended, the contract converts to a monthly rolling contract. In the event that services are cancelled prior to the expiry date of the contract the duration of the contract will be required to be paid in full minus 20% for years two and three. For example, if a three year contract was cancelled after six months, the client is required to pay the remaining six months of year one in full, with years two and three charges less 20%.

### 12. Law and Jurisdiction

- 12.1 The Contract shall be subject to and interpreted in accordance with the laws of England and Wales and the parties hereby irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales in all matters arising out the Contract.

Qubix Technology reserves the right to update these terms and conditions at any time without informing Buyers. To obtain and download the latest copy of our terms and conditions, please visit [www.qubixtech.com/downloads/t&cs.pdf](http://www.qubixtech.com/downloads/t&cs.pdf)