

TERMS AND CONDITIONS UK

These Terms and Conditions are effective from 01.01.2003 until further notice.

1. Definitions

You, the Customer a person or company buying Products from us.

Consumer a private person buying Products for private use. If you are a Consumer, please find your specific rights and exceptions in Section 19.

Dove Computer Solutions Ltd (Dove) (us, our) the Product vendor as identified on your invoice and, where relevant, Service Provider.

Dove-branded Product computer hardware products that are marked with the "Dove" brand, including all components inside, but does not include any of the following items: (i) Software, sound cards, speakers, external devices, accessories or parts not installed or added by Dove in its factory (ii) Accessories or parts added to the Dove-branded hardware products through Dove's Custom Factory Integration services at Customer's request (iii) Monitors, keyboards and mice, to the extent that they are not included on Dove's standard price list

Integration Material (IM) 3rd Party Products or products specified or provided by you.

Order Confirmation formal acknowledgement of Product ordered by you, sent by Dove.

Price stated in Order Confirmation.

Product as described in Order Confirmation, may include Dove-branded products, 3rd Party Products and Service Offerings.

Service Offering as described in Order Confirmation and Dove Service description document.

Service Provider Dove or its authorised Service experts.

3rd Party Products all goods that are not Dove-branded Products.

Software computer operating systems, middleware or applications.

Service means general service and support carried out by Dove or Service Provider in accordance with the Service Offering, including Customer Factory Integration Services.

2. Application

This Agreement applies to this sale, Service and all statements made by Dove in brochures, price lists, adverts, quotations, on the internet or verbally. Any variations to this Agreement must be confirmed by Dove in writing. Any other Terms and Conditions are excluded. Placing your order means acceptance of this Agreement. This Agreement does not apply to Product purchases from a reseller or distributor nor is it a reseller or distribution agreement.

3. Quotations/Orders/Contract

Quotations are only valid in writing and during the period that they state. If unstated, the period is 10 days (incl. 3rd Party Products). Orders may be received by writing, internet, telephone or fax but are only binding when accepted by Dove in a written Order Confirmation. Please check the Order Confirmation and notify Dove of any mistake in writing immediately or the details stated in the Order Confirmation will apply to this Agreement. Dove reserves the right to change Products (incl. 3rd Party Products) at any time but Dove guarantees you at least equivalent functionality and performance.

4. Price & Payment Terms

Products and Service Offering prices, tax, shipment, insurance and installation are as shown on your invoice. Changes to exchange rates, duties, insurance, freight and purchase costs (incl. for components and Services) may cause Dove to adjust prices accordingly. Payment will be made before supply or Service or, if agreed, within 30 days of the invoice date without further notice from Dove. Payment timing is of the essence. Dove may suspend deliveries or Service until full payment for that order. If payment is late, and you purchase as a company, the maximum statutory interest rate will apply on the late amount and if you purchase as a Consumer, interest will be at 2% above the minimum lending rate on the late amount. In either case, the costs of recovery shall be payable by you. Cheques may only be accepted conditionally.

5. Delivery/Title/Risk

The delivery period in the Order Confirmation is approximate. Delivery by instalments may be made. The place of delivery is stated in the Order Confirmation. Title to Product passes on full payment and until then you must insure and store our goods separately and you may not modify, pledge or sell them. Dove may enter the storage premises to repossess the goods. Should you sell them before title passes, you will become Dove's agent and the proceeds of that sale shall be held on our behalf, separately from your general funds. Dove may sue for the Price before title passes. If you refuse delivery without Dove's agreement, you must pay Dove's expenses or loss resulting from that refusal, including storage costs, until you accept delivery. Risk of the loss of the goods passes to you on delivery.

6. Acceptance

When you receive Product you must inspect it for any defects or non-conformity within 7 days. After this period, you will have accepted Product. If Dove agrees to the

return of Product at its choosing, it must be in its original condition with packaging, a return note and proof of purchase; the return costs may also be payable by you.

7. Warranty

Unless otherwise stated, Dove guarantees to you that Dove-branded Products will be free from defects for 12 months from delivery and spare parts for 90 days from installation or delivery date, whichever is the earlier. Should Product be defective within this period, Dove will repair or replace Product within a reasonable time. All reasonable care and endeavour shall be used to resolve problems within a realistic period in the circumstances. Dove repairs using components, which are new or equivalent to new in accordance with industry standards and practice. Notebook batteries are delivered with one-year warranty (not upgradeable). Dove warranty is given in place of all implied warranties and that such implied warranties are excluded to the fullest permitted extent. Dove may revise its limited warranties from time to time but any such change will not affect products ordered by you prior to the date of such change.

Dove does not give a warranty guarantee protection for:

- * damage caused by incorrect installation, use, modifications or repair by any unauthorised 3rd party or yourself;
- * damage caused by any party (except Dove) or other external force;
- * fitness for any particular purpose;
- * 3rd Party Products, Software and IM specified by you. You will receive the warranty or licence for these products directly from their manufacturer or licensor;
- * any instruction given by you and correctly performed by Dove.

You must provide Dove with all reasonable courtesy, information, cooperation, facilities and access to enable Dove to perform duties, failing which Dove shall not be obliged to perform any Service or assistance. You are responsible for the removal of non Dove-supplied products during Service, the back up and confidentiality of all data in Product and all of your legal and regulatory requirements.

Please note that your calls to Dove may be monitored for training purposes.

8. Services

Will be provided by Dove or Service Provider. Response times are estimates and may vary according to the remoteness or accessibility of Product location. Service may be provided via telephone or internet where appropriate. You must allow Dove to examine Product at your or Dove's premises (at our choosing). Dove owns any replaced Product or parts resulting from repair and will charge Customer if these are not returned upon request.

Unless stated in Service Offering, the following are excluded from Service: work outside local working hours, weekends or on public holidays, items excluded from Warranty, changes to configuration, relocation, preventative maintenance, consumables, diskettes, unnecessary work in Dove's assessment, electrical environment, transfer of data or Software, viruses. 3rd Party Products will be repaired according to manufacturer or licensor warranty. Parts not critical to Product function (e.g.: hinges, doors, cosmetic features, frames) may not be serviced within Service Offering time period.

9. Customer Factory Integration

Custom Factory Integration (CFI) Services may be provided by Dove in accordance with Customer's instructions and technical specifications. You will specify and provide IM or Dove may obtain IM at your instruction. Dove will indicate acceptance and/or validation of IM, then will integrate IM into Product, producing a CFI Product. Dove may install CFI Product under your instruction or under Dove technical advice, if agreed. Dove will not carry out CFI work if it is not technically feasible in our view.

10. Liability

Dove accepts liability for any private property loss or damage, death or personal injury caused by the negligence or deliberate misconduct of Dove, Service Provider or our employees, agents, subcontractors. Except for death/personal injury, this liability is limited to the lesser of £150,000 or Price.

Dove does not accept liability for 1) indirect or consequential loss, 2) loss of business profits, salary, revenue, savings, 3) damage remedied by Dove within reasonable time, 4) loss avoidable by you through reasonable conduct, including backing up all data and following Dove's reasonable advice generally, 5) all items excluded from the Warranty or by Force Majeure.

11. Intellectual Property (IP)

Dove indemnifies you from all costs and liabilities from any claim that use of Product infringes any 3rd party IP. Dove may recall and exchange or modify Product or refund you, minus depreciation in this event. You indemnify Dove for any of IM or IP specified or owned by you and integrated into Product. Dove is allowed to litigate, negotiate and settle claims and you must assist us at our expense (except where IM or IP specified or owned by you is allegedly infringing) when litigation is directly related to your Product. Dove retains all Dove-owned IP in Product. You must notify Dove immediately of any infringing or unauthorised use of Product or IP in it. Dove does not indemnify you for i. 3rd Party Products and Software, ii. unauthorised modification or iii. any claim caused by the use of Products in conjunction with

anything not supplied by Dove.

12. Software

Not owned by Dove is supplied subject to licence and warranty of the Software licensor. Dove encloses the Software licence that you require with the Product where necessary; you must comply with that licence. If you choose not to accept the operating system licence at start-up, if any, Dove will only accept the return of the entire product for refund.

13. Export Control

You acknowledge that Product may include technology and Software which is subject to US and EU export control laws and laws of the country where it is delivered or used: you must abide by all these laws. Product may not be sold, leased or transferred to restricted / embargoed end users or countries or for a user involved in weapons of mass destruction or genocide without the prior consent of the US or competent EU government. You understand and acknowledge that US and EU restrictions vary regularly and depending on Product, therefore you must refer to the current US and EU regulations.

14. Force Majeure

Dove is not liable for delays in performance (incl. delivery or Service) caused by circumstances beyond its reasonable control and will be entitled to a time extension for performance; examples include strikes, terrorist acts, war, supplier / transport / production problems, exchange fluctuations, governmental or regulatory action and natural disasters. If this lasts more than 2 months, this Agreement may be terminated by either party without compensation.

15. Confidentiality

Each party must treat all information received from the other marked "confidential" or reasonably obvious to be confidential as it would treat its own confidential information.

16. Termination

Dove may terminate this Agreement with immediate written notice if you: 1) fail to pay on time, 2) breach or Dove suspects you have breached export control laws. Either party may terminate if the other: 1) commits a material or persistent breach of this Agreement and fails to remedy this within 30 days of written notice from the other; or 2) becomes insolvent or is unable to pay debts as they fall due.

17. Your obligations as a Customer

You are responsible for:

- * your own choice of Product and its suitability for purpose;
- * your telephone & postal charges in contacting Dove, if any;
- * any CFI specifications & instructions given by you;
- * all IM, its performance, licences, authorisations and any unused IM.

You must provide Dove with all reasonable courtesy, information, cooperation, facilities and access to enable Dove to perform duties, failing which Dove shall not be obliged to perform any Service or assistance. You are responsible for the removal of non Dove-supplied products during Service, the back up and confidentiality of all data in Product and all of your legal and regulatory requirements.

Please note that your calls to Dove may be monitored for training purposes.

18. Data Protection

Your data will be held and/or transferred in strict accordance with the applicable data protection laws and Dove's data protection registration. You consent to your personal data being transferred to a Dove company outside of the EEA. You may instruct Dove not to use your data for direct marketing purposes.

19. Consumer Rights

If you are a Consumer you may cancel your purchase at any time within 7 working days of receipt without cause and receive a refund of the Price paid. To do this you must inform Dove in writing and return the products immediately, in the same condition you received them and at your own cost and risk. Any statutory Consumer rights are unaffected by this Agreement. This does not apply to any business customer or user.

20. Jurisdiction

English law and the exclusive court jurisdiction of the English courts will apply to this Agreement. The Vienna Convention on Contracts for the International Sale of Goods is excluded

21. Miscellaneous

If any part of the Agreement is found to be invalid or unenforceable by a court, the rest is unaffected. Dove may subcontract, assign or transfer its obligations or rights to a competent third party whether in whole or in part. You may not assign or transfer any of your obligations. All notices must be in writing (by hand, email, fax or 1st class post deemed delivered 48 hours after posting) and sent to a legal officer of either party.

22. You can find all current Dove policies, Product and Service Offering details and notices via www.DoveComputers.com/legal. Those in place at the date of this Agreement govern this Agreement.