

Ajenta Terms & Conditions of Business

1. INTERPRETATION

1.1 In these Conditions unless the context otherwise permits:-

1.1.1. "the Conditions/ these Conditions" means the standard Terms and Conditions of Business 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 are available on request at any time.

1.1.2. "Ajenta" means Ajenta Limited, a company trading as Ajenta and incorporated in Scotland under the Companies Acts with registered number SC451119 and having its registered office at 9 Ainslie Place, Edinburgh, EH3 6AT.

1.1.3. "Authorised Representative" means a person whose job title is that of Director, or a person who holds the office of Director.

1.1.4. "Consumer" shall mean any natural person who in the contract with Ajenta or the reselling Customer acting for purposes that is not related to his trade, business or profession. This person will likely be an end user of a product or service provided by Ajenta .

1.1.5. "Customer" means the person, firm, company, entity or organisation with which Ajenta begins a contract with for the purchase or resale of Products and/or supply of Services by means of an order.

1.1.6. "Order" means to agree that Ajenta is officially assigned to carry out planning, development and/or tasks to a particular sequence, pattern, or method to enable Ajenta to fulfill a contract as outlined within any proposal or quote.

1.1.6. "Contract" means the Customer's purchase order and Ajenta's acceptance of it, or the Customer's digital acceptance (via Electronic Means) of a proposal or quote, which will always refer to these Terms & Conditions of Business.

1.1.7. "Electronic Means" means any electronic means including without limit on the Web, by EDI or XML.

1.1.8. "Products" means any hardware and/or software module that was delivered and installed for use by the customer, by Ajenta or by an Ajenta Partner.

1.1.9. "Services" means any services supplied by Ajenta to the Customer. This includes development and/or integration work, or any other complimentary task that was carried out for use by the customer, by Ajenta or by an Ajenta Partner.

1.1.10. "Third Party Services" means any third party services purchased by Ajenta as part of the Customer's Contract, such as hosting or storage space.

1.1.11 "Launch Date" means the first date that a Product or Service is available to fulfil its intended function, as specified in any proposal or quote.

1.1.12 "Additional Work" means any ad-hoc work requested by the Customer that falls out with the Contract. This will be charged on an hourly basis, the current rate is £100 per hour excl. VAT.

1.1.13 "Sensitive Content" means any content that the Customer wishes to keep confidential or does not wish to be released until a particular time.

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

1.3. Without prejudice to the application of these Conditions, additional and more detailed terms may apply for certain Products or Services which apply to any Third Party Services ("Special Terms") and additional terms may apply with respect to Ajenta's delivery and other aspects of its business. 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 or Services from Ajenta, the Customer agrees to be bound by additional and Special Terms.

2. BASIS OF THE SALE

2.1 All Contracts between Ajenta and a Customer shall be governed by these Conditions (and, where applicable, any other terms and conditions pursuant to Clause 1.3) to the exclusion of any other terms and conditions not accepted in writing by an Authorised Representative of Ajenta, including without limit any terms on or referred to in any Customer purchase order. In the case of orders placed by Electronic Means which refer to any terms and conditions of the Customer Ajenta's automatic taking on to its system of such order shall amount to a rejection of the Customer's terms and conditions and an offer to supply the Products ordered on the basis of these Conditions. No variation to these Conditions shall be binding unless agreed by letter signed by an Authorised Representative of Ajenta. It is the Customer's responsibility to be aware of the Conditions as current from time to time but Ajenta will use best efforts to notify Customer of any material changes to the Conditions before they become applicable. In addition to any acceptance of these Conditions by signing Ajenta'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 Ajenta or (2) Customer accepting Products or Services from Ajenta, whichever occurs first.

2.2 No employee or agent of Ajenta 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 Ajenta in case of loss of password(s) or in case of any abuse or attempted abuse of Customer password(s) 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 Ajenta is entitled to rely absolutely on any orders placed on Ajenta 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 Ajenta including by Electronic Means mentioning or utilising Customer's Identification is a valid and binding purchase order.

3.5 Customer acknowledges that Ajenta cannot guarantee the security of the Internet and the possibility of interception or corruption of data transmitted from Customer to Ajenta using correct Customer Identification and that Ajenta is nonetheless entitled to rely on data transmitted in the form it is received at Ajenta.

4. INFORMATION AND CONFIDENTIALITY

4.1 All Product and Service pricing, description, availability and related information ("Information") provided by Ajenta, in any form, is the property of Ajenta or its suppliers. Ajenta 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 Ajenta to it. Ajenta 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. Ajenta makes no warranty, either express or implied on the Information or its accuracy. All Information is provided to Customer "as is". If Ajenta 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 Ajenta's opinion; (1) would enable it to be identified as information obtained from Ajenta (2) would enable comparison of the Information with other suppliers' information relating to Products or (3) could be damaging to Ajenta's business interests.

4.2 Ajenta 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 Ajenta in writing that such information is confidential. Customer agrees that Ajenta may disclose to its suppliers certain details (including personal data) about the Customer and Ajenta's sales of the respective suppliers' Products to the Customer.

5. ORDERS AND SPECIFICATIONS

5.1 The Customer shall be responsible to Ajenta for ensuring the accuracy of the terms of any purchase order and shall be sole responsible for its selection of Products on any purchase order and the fitness of the Products for any particular purpose. Ajenta disclaims any liability for any errors in the Customer's purchase order.

5.2 Ajenta 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 to any applicable safety or other statutory requirements. These changes will be duly notified to the Customer in writing. 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 Ajenta discretion.

5.3 Ajenta is under no obligation to accept the withdrawal of an order or the cancellation of a Contract which has been accepted by Ajenta. If Ajenta agrees to accept the Customer's withdrawal of any order or the cancellation of a Contract such agreement will only be effected by means of letter, fax or Electronic Means which is sent by an Authorised Representative of Ajenta.

5.4 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 Ajenta to Customer does not amount to an offer by Ajenta to sell such Product at that price or on any other terms. Supply of such Information is only an invitation to treat. An order by the Customer for Product or Services shall be the offer.

5.5 Notwithstanding any acceptance by Ajenta of Customer's offer to purchase Products or Services, if there for any reason has been a material or obvious pricing error by Ajenta, Ajenta shall be entitled within 30 days of its acceptance of such offer or delivery of the products to either invoice the Customer the true and correct list price (not exceeding the prevailing market price at wholesale level) of the Product and/or Service at the date of order or, if the Customer shall prefer, upon notice to Customer cancel the order and collect the mispriced Product and/or Service at Ajenta's expense and credit the Customer for the price paid and any charges (e.g. price and freight) invoiced by Ajenta. If the true price is lower than the quoted price, Ajenta will invoice Customer the lower true price for the Products and/or Services. Customer should make reservations against pricing errors in its applicable sales terms and allow for Customer to cancel its sales order to its customers if notified about a pricing error from Ajenta's side.

5.6 Customer shall be solely responsible for the accuracy of its order, the specification of the Products and/or Services 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.

5.7 Orders for direct shipment to Customer's customers or Products or Services supplied as Third Party Products and/or Services may require the Customer's acceptance of additional terms including prepayment of the order and may be subject to additional fees. The Customer is responsible for the accuracy of all information provided about its customers including but not limited to name and ship-to address. Ajenta shall not be liable to the Customer for any loss or damage arising from inaccurate or erroneous information, if Ajenta has relied upon such information or shipping instructions provided by the Customer. If the Customer requests a change to the ship-to customer name or address after Ajenta's acceptance of the order, such change shall be made in writing by an authorised officer of the Customer and Ajenta shall not act on any verbal instructions by the Customer or anyone acting on the Customer's behalf. Ajenta shall have no obligation to monitor or verify whether the Customer or any orders placed by Customer are the subject to any fraudulent or other criminal activity or attempt by the Customer's customers or any third party.

6. PRICE OF PRODUCTS & SERVICES

6.1 Subject to the provisions of Clause 5.5 and Clause 6.2:-

6.1.1 Prices for Products in Ajenta's stock ready to be shipped; will be established at the time the order is accepted by Ajenta.

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 Ajenta.

6.2 Notwithstanding any of the foregoing Ajenta 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 Ajenta, or an increase in direct costs to which Ajenta becomes subject (including without limit costs resulting from currency fluctuation). Ajenta shall only increase its price by such level as is necessary to reflect such increases.

6.3 All prices quoted by Ajenta exclude the cost of transport from Ajenta warehouse to the Customer's receiving point, as well as configuration, fulfillment and other services provided by Ajenta.

6.4 All Services provided by Ajenta are assumed to be practical, virtual, or manual and therefor Services are exempt from Clause 6.1, 6.2 and 6.3; as there is no physical stock associated with these Services.

6.5 All prices and charges are exclusive of any applicable Value Added Tax (VAT), which the Customer may be additionally liable to pay to Ajenta. It is the Customers responsibility to enquire as to whether VAT is applicable to their contract. Unless otherwise stated prices exclude any copyright levies, waste and environmental fees, and similar charges that Ajenta by law or statute may or shall charge or collect upon resale.

7. TERMS OF PAYMENT

7.1 Unless Ajenta shall have previously agreed in writing with the Customer that the Products and Services shall be supplied on receipt of 50% payment in advance, with the remainder on credit until Launch date, or other such time as agreed as part of the contract or as determined by Ajenta.

7.2 Where Ajenta has agreed to supply the Products and Services on credit, Customer shall pay the price of the Products and/or Services within 14 days of the date of Ajenta's invoice, notwithstanding that title to the Products

or Services has not passed to the Customer. Customer shall not withhold, deduct or offset from its payments to Ajenta any amount owed by Ajenta to Customer without Ajenta's prior written approval. Ajenta 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, Ajenta may, at its sole discretion, delay subsequent shipments, postpone or suspend services, or require prepayment until Ajenta determines that Customer is once again qualified to receive credit terms. Customer shall not offset or withhold any amount due to Ajenta against its receivables without Ajenta'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 Ajenta shall be entitled to:-

7.3.1 cancel the Contract or suspend any further deliveries or suspend any Services to the Customer; Ajenta 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 or Services as Ajenta may think fit (notwithstanding any purported appropriation by the Customer); and

7.3.3 Customer accepts that Ajenta will exercise its statutory right to claim interest and compensation for debt recovery costs under late payment legislation if Ajenta is not paid according to agreed credit terms.

7.4 If necessary, Customer shall provide Ajenta Credit Department with copies of its annual financial statements and its quarterly statements within sixty (60) days of the close of the fiscal period to which they relate. Customer shall inform Ajenta 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 Ajenta in writing prior to entering into any such arrangements.

7.6 It is Ajenta's policy not to accept cash as a method of payment for Products or Services.

7.7 If Ajenta issues a credit note and the Customer does not utilise the credit note within a period of 6 months from the date of its issue, Ajenta 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.

7.8 Any credit balance shown on a Customer's statement of account issued by Ajenta which remains on the statement for a period of 6 months will be forfeited by the Customer who shall no longer have any rights to the same.

7.9 Ajenta 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. COMPLETION, DELIVERY, TERM AND TERMINATION

8.1 Any dates quoted or scheduled for completion and/or delivery of Products or Services are approximate only unless otherwise agreed in writing as part of the contract and Ajenta shall not be liable for any delay in delivery of the Products or Services howsoever caused.

8.2 Partial or staged delivery is allowed, unless otherwise mutually agreed in writing by both parties. Failure by Ajenta to deliver the rest of the Products shall not entitle the Customer to treat the order as a whole as repudiated.

8.3 The term of Contract shall begin on the Launch Date and subject to termination in accordance with the Contract and these terms & Conditions of Business, shall continue for a fixed term as outlined in the contract. Following expiry of the fixed term, the supply of Products and/or Services shall continue under the Contract from month to month, until terminated by either Ajenta or Customer on 90 days' prior written notice to the other, to expire at the end of the month following the 90 days' notice. Contract may be terminated by either party by written notice with immediate effect if either party fails to observe or perform any of its material obligations contained in these Terms and Conditions of Business and fails to remedy within thirty (30) days of being requested to do so by the other party.

8.4 On termination, Customer's right to receive the services shall cease automatically.

9. RISK AND TITLE

9.1 Risk of damage to or loss of Products shall pass to the Customer or its customer at the time of delivery or if the Customer unjustifiably fails to take delivery of Products the time when Ajenta has tendered delivery of the Products.

9.2 Notwithstanding delivery and the passing of risk of the Products or any other provisions of these Conditions, title to the Products shall not pass to the Customer until Ajenta has received in cleared funds payment in full of the Products

9.3 Until such time as title to the Products and/or Services passes to the Customer the Customer shall:-

9.3.1 hold the Products and/or Services as Ajenta's fiduciary agent; and

9.3.2 keep the Products and/or Services separate to those of the Customer and third parties; and

9.3.3 keep the Products properly stored protected and insured, and identified as Ajenta's property; and

9.3.4 accept that Products may be labeled as being Ajenta's property until Ajenta is paid.

9.4 Until such time as the title in the Products passes to the Customer (and provided the Products are still in existence and have not been resold), Ajenta shall be entitled at any time to require the Customer to deliver up the Products to Ajenta and if the Customer fails to do so forthwith to enter upon any premises of the Customer or any third party where the Products are stored and repossess the Products.

9.5 The Customer's right to possession of Products and/or Services shall terminate immediately if:-

9.5.1 the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any Act for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or

9.5.2 the Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe/performs any of his/its obligations under the Contract or any other contract between Ajenta and the Customer or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or

9.5.3 the Customer encumbers or in any way charges any of the Products.

9.6 Customer is entitled to resell the Products and/or Services in the ordinary course of business. Customer is not able or entitled to offer the Products and/or Services as collateral or otherwise grant a charge in respect of the Products and/or Services until title has passed to the Customer in accordance with these Conditions. Customer shall inform its customers that title to the Products and/or Services is retained by Ajenta until Customer has paid Ajenta and shall ensure that its customer has agreed with the Customer that any unpaid Products shall be returned to Ajenta in the event of Customer's failure to pay Ajenta's invoices when they fall due. The Customer shall upon Ajenta's request provide Ajenta with all details and information necessary for Ajenta to collect any Products.

10. INTELLECTUAL PROPERTY

10.1 Certain Products and/or Services are subject to the intellectual property (the "IP") rights of Ajenta's suppliers (i.e. the Product manufacturers). Any and all third party IP and supporting code and/or associated Services must remain with Ajenta and on Ajenta's infrastructure as part of the Contract, due to the certain restrictions on the transferal of IP licensing rights. Customer is not authorised to alter, cover, or remove any reference to such IP rights on the Products and/or Services and shall adhere to any guidelines and restrictions provided by Ajenta and/or its suppliers if the Customer is granted a right to use such rights in the marketing and/or resale of Ajenta's and/or Customer's own Products and/or Services.

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

10.3 If a third party's IP (including commercially restricted Products and/or Services, source code and Copyright protected material) are to be used in order to fulfill the Contract, all rights remain with Ajenta at all times and this shall not alter unless both of the following have occurred:-

10.3.1 Use of any IP and/or transfer of the IP are expressly stated as part of the Contract

10.3.2 Customer pays for the IP (and if applicable, any third party API) in full, as agreed within the Contract

10.4 Where Customer retains the intellectual property rights of the project as part of the Contract, transfer of ownership will occur on Launch date, or on successful payment of agreed fees up to Launch date. Customer grants full access at any time (or if applicable, as specified in writing in advance, in line with Customer's supplier access guidelines) in order for Ajenta to maintain and/or support the Product and/or Service provided by Ajenta.

11. SUPPORT, WARRANTIES AND INSTALLATION

11.1 Ajenta does not manufacture the Products and subject to the conditions set out below in this Clause 11 Ajenta may only sell the Products with the benefit of the manufacturer's warranty unless a support agreement has been agreed.

11.2. Ajenta shall be under no liability in respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow Ajenta's or the manufacturer's or publisher's instructions, (whether oral or in writing) misuse or alteration or repair of the Products without Ajenta's approval.

11.2.1 Ajenta shall be under no liability under the above warranty if the total price of the Contract has not been paid.

11.3 Support and maintenance services for purchased products and services are required to be purchased as mandatory as part of the Contract and in addition to manufacturer's warranty. Unless otherwise instructed, these support services will be governed by the standard Ajenta Service Level Agreement, which can be provided on request.

11.4 Ajenta will provide a comprehensive installation service where required by the Customer.

11.5 Where necessary for deployment, installation, provisioning and/or support purposes, Customer will allow full access to relevant hardware, structured cabling and networking services, as well as opportunity for full liaison with internal or third party contractors and/or developers.

11.6 Ajenta's liability for direct loss or damage arising from damage to tangible property for which Ajenta is liable shall be limited to the VAT exclusive price of the relevant Product or Service.

11.7 Nothing in these Conditions shall in any way exclude or limit any liability Ajenta may have for death or personal injury caused by its negligence.

11.8 Ajenta 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 Ajenta's obligation in relation to the Products and/or Services if the delay or failure was due to any cause beyond Ajenta's reasonable control. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond Ajenta's reasonable control:-

11.8.1 Act of God, explosion, flood, tempest, fire or accident;

11.8.2 Act of terrorism, war or threat of war, sabotage, insurrection, civil disturbance or requisition;

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

11.8.4 Import or export regulations or embargoes;

11.8.5 Difficulties of Ajenta's supplier in obtaining raw materials, labour, fuel, parts, or machinery.

11.9 If Customer is selling Products and/or Services purchased from Ajenta 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 and/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 labeling, user manuals, components or other material from the Product as supplied by the manufacturer or Ajenta and shall not in its advertising, marketing or labeling provide any public statements on the specific characteristics of the Products and/or Services on behalf of Ajenta, the manufacturer or their representatives. In some cases, Customer may rebrand certain Products or Services as their own; however this must be expressly approved in writing from Ajenta.

12. RETURNS AND REPAIRS

12.1 If Ajenta agrees to carry out repairs or to replace Products (or any parts thereof) other than for the purpose set out in Clause 11 above, Customer irrevocably authorises Ajenta to carry out such repairs or provide such replacements as shall place the Products in proper working order.

12.2 Ajenta shall accept no liability for any damage to or loss in transit of Products returned to Ajenta, whether under this Clause 12 or under Clause 11 above.

12.3 Ajenta does not offer stock rotation rights (or sale or return rights) and Customer shall have no expectation of such rights being granted. If Ajenta has agreed to accept the return of Products, other than for the purposes

set out in Clause 11 above or for the purpose of carrying out any other repair or replacement, the Products must be returned at Customer's expense in their original packaging and in a clean resalable condition, and will be subject to a re-stocking fee at Ajenta's discretion, failing which Ajenta will refuse to accept the same and the Customer shall remain liable for the price thereof. Credit for such returns will be at the price invoiced for the returned Products or the then current price, whichever is the lower.

12.4 Customer agrees to comply with Ajenta's returns process and abide to the terms when returning any Product to Ajenta.

13. INSOLVENCY OF CUSTOMER

13.1 If:-

13.1.1 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;

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

13.1.3 Customer ceases, or threatens to cease carrying on business; or 12.1.4 Ajenta 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 Ajenta, Ajenta 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 and/or Services 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.

14. MISCELLANEOUS

14.1 Customer is not allowed for any purpose whatsoever to use Ajenta's logos and trademarks without Ajenta's prior written approval from an Authorised Representative.

14.2 Customer agrees that Ajenta may use Customer data, including any personal data, for the purpose of marketing and sales of Products, and Customer agrees to Ajenta's collection, storage and use of such data for this purpose. This data will not be shared with third parties without the Customer's consent. Customer agrees to receive Product information and promotions and other communications from Ajenta by e-mail and other communication tools.

14.3 The Customer shall not engage in deceptive, misleading, illegal, or unethical practices that may be detrimental to Ajenta or the manufacturers of the Products, nor shall the Customer make any representations or warranties to its customers concerning the Products and/or Services outside the scope of the warranties offered by the manufacturers without Ajenta's prior express written authorisation, or make any representations or warranties to its customers that the Products and/or Services are designed or licensed for use in circumstances where the failure of the Products is likely to result in significant risks to health or safety, where fail-proof delivery of time-specific information is required, or in otherwise hazardous environments requiring fail-safe controls, including without limitation operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, and life support or weapons systems.

15. GENERAL

15.1 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.

15.2 No waiver by Ajenta 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.

15.3 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.

15.4 These Conditions and any Contract shall be governed by the laws of Scotland and the Customer submits to the exclusive jurisdiction of the Scottish Courts.