

Computer Associated Decisions.

Registered Office: 2 Bellfield Parade, Brindley Avenue, High Wycombe, Bucks, HP13 5SX.

NORMAL REPAIR : Out-of Warranty Terms and Conditions

1. GENERAL

1.1. Terms apply

These terms and conditions ("Terms") apply to diagnostic, analytical, repair, part replacement, maintenance and other out-of-warranty services ("Services", "Servicing" or similar term) by Computer Associated Decisions. These Terms apply to any purchaser/owner and/or potential purchaser ("Customer") of the manufacturer computer hardware products and/or computer accessory products ("Products" or "Product") seeking or receiving such Services.

1.2. Computer Associated Decisions fees

Computer Associated Decisions (unless the Customer is otherwise advised in writing) charges Customer, and Customer shall be liable to pay, a diagnostic fee, which represents work and services incurred to transport (to and from the relevant service centre), review, test, evaluate and diagnose alleged or actual Product defects, and to issue a quote of estimated fees to be incurred for Services and parts needed to rectify Product defects. The diagnostic fee is £15. The diagnostic fee is chargeable and payable by the Customer whether or not Customer ultimately instructs Computer Associated Decisions to Service the relevant Product.

1.3. Quotation Procedure Computer Associated Decisions

Computer Associated Decisions will only provide Services to Customer if or (at Computer Associated Decisions discretion) to the extent that Computer Associated Decisions issues a

valid written quote, and Customer accepts Computer Associated Decisions quote in writing within the validity period of the quote by signing the quote where indicated and sending it to Computer Associated Decisions, or otherwise in a manner satisfactory to Computer Associated Decisions. The quote will include the Service price, parts/components replacement or repair estimate, and other terms specific to Customer's Services requirements. A quote will only be valid for 7 days, unless otherwise specified in the quote. If Customer does not communicate its acceptance of a quote in writing within that period, Computer Associated Decisions may assume that the Customer has rejected the quote. Computer Associated Decisions has full discretion to issue or decline to issue a quote. All quotes are subject to availability of the necessary components at the time of acceptance. If the need for additional work becomes apparent after work has commenced Computer Associated Decisions reserves the right to suspend the Services and submit a revised quote. If Customer accepts such revised quote it shall take the place of the original quote. If customer does not wish to proceed on the basis of the revised quote, Customer shall be liable to pay for the Services and parts rendered by Computer Associated Decisions to the date of the revised quote.

1.4. Terms exhaustive

Except as indicated in 1.1 above, these Terms, and the terms of any valid quotes or confirmations by Computer Associated Decisions (together, a "Contract") concerning the Services, are exhaustive of terms applicable to the Services. These Terms displace all other terms or conditions, written or oral, implied by trade custom or course of dealing, however introduced, unless otherwise

expressly agreed by Computer Associated Decisions in writing, including terms in catalogue specifications or any Customer's general terms and conditions, requests for quotation, and orders or confirmations and all other Customer's terms and conditions. Customer agrees to be bound by these Terms whether or not expressly so stated in any order, confirmation or otherwise. Each deviation from or modification of these Terms requires the express written agreement of Computer Associated Decisions in each case.

Modification or waiver of any other provision in one case does not constitute modification or waiver in any other case.

2. RESERVATIONS AND REQUIREMENTS

2.1. Right to decline to repair

Notwithstanding that Customer has accepted Computer Associated Decisions quote for Services, Computer Associated Decisions reserves the right to decline to repair or provide other Services on Products if the manufacturer's serial number has been altered, deleted, removed or made illegible, or if the Products have been physically, mechanically or electronically altered (whether from the manufacturer's original design and/or specifications or otherwise), or improperly used. Customer will be responsible for transport costs and other expenses incurred by Computer Associated Decisions in returning Products (whether or not serviced) to Customer, including the diagnostic fee referred to in section 1. Computer Associated Decisions will have no further obligation or liability under the relevant Contract.

2.2. Customer to back-up

Prior to dispatching any Product to Computer Associated Decisions for Services, Customer must make a back-up copy of all contents on the Product's hard drive or other local drives or data storage media, including any data stored or any installed software.

Computer Associated Decisions will not be responsible for any damage to or loss of any programs, data, or other information stored on any media or any part of any Product. Without limiting the warranty and liability exclusions in these Terms, Computer Associated Decisions will not be liable for the consequence of business loss in case of system failure.

3. NO IMPROVEMENTS OR MODIFICATIONS ADDITIONAL TO THOSE QUOTED

Computer Associated Decisions has no obligation to make or implement any improvements or modifications to Products that would affect form or function unless expressly stated in the applicable quote accepted or confirmed by Customer.

4. SPARE PARTS

Parts and components used to repair or provide other Services on Products, will be manufacturer Authorised parts and, in accordance with manufacturers

Computer policy, may be new or reconditioned.

Reconditioned parts will meet the same factory specifications as new parts and will be their functional equivalent. All replaced (ie. defective) parts and components of Products serviced by Computer Associated Decisions, become the property of Computer Associated Decisions and Customers will not be compensated or otherwise credited in respect thereof.

5. WARRANTY

Computer Associated Decisions warrants that Services will be properly performed and the repaired Product will function properly and in accordance with applicable manufacturers specifications, for 3 months

after repair, replacement or other Services (as applicable).

This warranty does not apply to a) periodic maintenance and repair or replacement of parts due to normal wear and tear, b) any consumable supplied with the Product, such as batteries

or chargeable batteries, c) physical damage to liquid crystal displays, d) damage to or loss of any software programs, data, or removable storage media, and e) any damage resulting from adaptations, changes or adjustments, which may have been made to the Product, without the prior written consent from the manufacturer. Further, this warranty does not cover damage due to the following: a) misuse, including failure to use Products for its intended purpose in accordance with the manufacturers Computer's instructions on the proper use and maintenance, b) installation or use of the Product in a manner inconsistent with technical or safety standards of any country of the European Economic Area and Switzerland in which the Product is used or installed, c) connection to incorrect voltage supply, d) use of the Product in conjunction with third party accessories, products or ancillary or peripheral equipment not authorized or recommended by the manufacturer, e) attempted repair by any party other than by or authorized by Computer Associated Decisions, and f) accidents, lightning, water, fire or any other such cause beyond the reasonable control of Computer Associated Decisions.

6. CLAIMS

6.1. Notification of claims

Any claims regarding improper repair, repair quality, reduced Product functionality, invoices or otherwise related to the Services must be notified to Computer Associated Decisions (at the address and contact details stated above) in writing. Claims must be notified within 7 days of the date of return (after servicing by Computer Associated Decisions) of the affected Product to Customer, or if applicable law imposes a longer, mandatory period, that later period prescribed by law. All complaints not so notified are waived by Customer.

6.2. Remedies

Computer Associated Decisions sole liability (except to the extent otherwise required by applicable law) for warranty non-compliant Services or Services rendered contrary to these Terms will be (at Computer Associated Decisions sole discretion) to either re-execute the relevant Services or to replace, or to repair warranty noncompliant parts (if covered by the warranty in section 5 above). Computer Associated Decisions will re-execute warranty non-compliant Services or replace or repair warranty-non-compliant parts, not notified within that stipulated period, only at its sole discretion.

6.3. No other liability

Section 5 states the full extent of Computer Associated Decisions undertakings and warranties with respect to the Services (including any proven claim that Services were improperly performed) and all other express or implied warranties are excluded (except to the extent otherwise required by applicable law). Computer Associated Decisions sole obligation and liability for warranty non-compliant Services (including warranty-non-compliant parts and components) or Services rendered contrary to these Terms will be as stated in 6.2 above. Computer Associated Decisions is not responsible for and disclaims (to the extent permitted by applicable law) any and all other direct or other damages (including any transport and other costs and expenses), or liability for loss or damage however caused arising out of the Services. In no event will Computer Associated Decisions be liable for any special, incidental or consequential damages, including loss of profit, opportunity, revenue, or downtime (except to the extent such limitation is prohibited or limited by applicable law).

7. SERVICE FEES

7.1. Computer Associated Decisions fees

Unless otherwise specified by Computer Associated Decisions in writing, Computer Associated Decisions then current Service fees, including parts and components prices, will be applied to services, including parts repair or replacement and Customer shall be liable to pay such fees. Fees and prices are subject to change by Computer Associated Decisions at any time without prior notice and such fees and prices shall apply in respect of Services (or parts of Services) rendered (and spare parts allocated) after such change. If Computer Associated Decisions amends fees and prices while a Contract is in effect, Computer Associated Decisions will notify relevant Customer (of that fee or price change) whether by telephone, e-mail or otherwise, and that Customer may cancel the Contract (without liability to Customer or Computer Associated Decisions beyond the Customer's liability to pay for that part of the Services (including payment for spare parts) rendered to the date of notification of cancellation, which shall remain payable by Customer) by written notice to Computer Associated Decisions within 7 days after Computer Associated Decisions notification of the amended fee or price.

7.2. Sales tax and other charges

Customer will pay any applicable sales, value added, excise, or similar tax in relation to the Products, in addition to the quoted fee or price.

7.3. Transport costs

Customer will bear the cost of transport of Products to and from Customer's pick-up location, and other components of the diagnostic fee referred to in section 1.2. Items in this section 7.3 will be invoiced to Customer. Customer will pay these costs whether or not Customer has declined to accept a quote for Services on those Products, and whether or not Services are conducted on the Products.

7.4. Other costs

Any additional cost or liability incurred by Computer Associated Decisions due to its suspension of Services (further to section 8 or as otherwise permitted in these Terms) or lack of or incorrect instructions from Customer or due to any interruptions or delays attributable to Customer, will be added to the fees and prices for the Services (whether or not stated on the quote described in section 1.3 above) and paid for by Customer.

8. PAYMENT

8.1 Payment. – Ad Hoc Customers

Unless otherwise agreed in writing, all payments from Customer to Computer Associated Decisions must be made by credit card or other means specified by Computer Associated Decisions, and in the currency specified in the quote or invoice. Payment must be made within 30 days from the invoice date. Computer Associated Decisions may also require that

Customer makes payment of all fees, including diagnostic and transport fees (described in sections 1.2 and 7) and Service fees in full or (at Computer Associated Decisions discretion) in part prior to Computer Associated Decisions provision of Services (to the extent permitted by applicable law). To avoid doubt, Computer Associated Decisions has no obligation to (and will not) coordinate Service and other fee payments from Customer insurance providers who actually or allegedly insure warranty, Service and/or other issues with respect to Customer's products. Customer remains obligated to make full payment to Computer Associated Decisions of Service, diagnostic and other fees, and responsible for pursuing (at Customer sees fit) reimbursement of such fees from its insurers, as appropriate.

8.2 Drawdown Customer

In the event that Customer has elected to enter into a "Drawdown" contract for non-warranty repairs and services, and the customer has paid the contract fee as agreed between

Computer Associated Decisions and Customer, Computer Associated Decisions will charge all services delivered as part of the agreement to that account, following authorisation by Customer, in accordance with its published schedule of charges..

8.2 Disputed Invoice.

Customer shall raise any invoice dispute within 15 business days of receipt of an invoice and may withhold from payment any invoice which it disputes until such time as the dispute is resolved. Both Parties shall act in good faith to resolve any invoice discrepancies in a timely manner. Where it is agreed that an invoice has been rendered incorrectly, (supplier) shall then issue a credit note for the full amount of the incorrect invoice and a corrected invoice will be submitted for payment. Alternatively, when an invoice is in dispute, the supplier may, at its own discretion re-submit a new invoice for the undisputed items with a due date as per the original invoice. A credit note will be issued for the full amount of the original invoice. Once the dispute has been resolved, a separate invoice will be issued for the amount that has been agreed by both parties.

9. LATE PAYMENT

In case of late or no payment, Computer Associated Decisions reserves the right to assess a finance charge of 1.5% per month as of the due date or the highest finance charge permitted by applicable law, whichever is less.

In case of late or no payment, Computer Associated Decisions c also reserves the right to cancel or suspend all Services on all Products for a Customer, and withhold or retain all Products repaired or on which Services were or are to be conducted, if Customer does not make payment when due under any Contract.

10. STORAGE FEES / UNCLAIMED PRODUCTS

10.1. Storage fees

Computer Associated Decisions reserves the right to charge storage fees for a)

Products retained by Computer Associated Decisions for non-payment of Services or otherwise from the date payment was due, where payment (including all finance and other charges) has still not been made 60 days after the payment due date, and b) Products sent to Computer Associated Decisions with instructions that Customer will collect Products from Computer Associated Decisions, and the Products are still unclaimed 60 days after a Customer has been notified of a quote.

10.2. Abandoned Products

Computer Associated Decisions reserves the right to treat Products as abandoned, if retained by Computer Associated Decisions more than 6 months (or such other period required by applicable law) after a) the due date for payment for Services, or b) Customer has cancelled the Contract; or has failed to authorize Computer Associated Decisions to proceed with some or all Services, and has not paid transport or incidental charges for return of the Products to Customer. Abandoned Products will be sold or used and/or proceeds applied at Computer Associated Decisions sole discretion.

11. SERVICE PERIOD

Periods within which Computer Associated Decisions will complete Services will depend on the service level required (moderate, severe, very severe etc). However (to the maximum extent permitted by applicable law) Computer Associated Decisions accepts no liability for noncompletion of Services within any usual or customary Services periods, or Service periods stipulated, estimated or suggested by Computer Associated Decisions staff or otherwise, or other delay in the return of Products to Customer. The return of Products after such time periods, or late return of Products, will not be a basis for cancellation of any Contract by Customer, or basis for

reducing the Services fees or prices payable (to the extent permitted by applicable law).

12. TRANSPORT

Computer Associated Decisions may at Computer Associated Decisions sole discretion, use third party courier companies to collect and transport Products to and from Customers premises or relevant service centres. In the event that damage or loss of Products occurs during transport, Computer Associated Decisions sole responsibility shall be to replace the Product with a new or factory reconditioned similar Product of the same or higher specification or repair the damage of the Product that occurred in the event of cosmetic or other moderate-value damages, both at Computer Associated Decisions sole discretion. Alternatively, at Computer Associated Decisions sole discretion cash compensation may be offered to the invoice value of the lost Product. If Services have been performed or a quote has been prepared by Computer Associated Decisions in relation to a Product that is subsequently lost or damaged in transit, entitlement to a replacement Product shall be conditional upon the applicable Service fee and diagnostic fee being paid in full by the Customer.

13. CONFIDENTIAL INFORMATION

Customer will not, without Computer Associated Decisions written consent, copy, reproduce or disclose to any third party any secret or confidential information (including drawings, specifications and financing information) supplied by Computer Associated Decisions to Customer.

14. CUSTOMER CANCELLATION OF ACCOUNT

Computer Associated Decisions may (but is under no obligation to) accept cancellations of Accounts by Customers. Computer Associated Decisions will not in any case accept cancellations unless it receives and accepts

cancellations in writing and Customer a) pays Computer Associated Decisions fees or prices for Services already performed on the Account, including parts and components incorporated into Customer's Product; b) pays for parts and components not yet incorporated into Customer's Product but dedicated to that Product, and c) any other costs which Computer Associated Decisions incurs by reason of Customer's cancellation.

15. NOTICES

Any notices or other communications required or permitted under these Terms will be in writing and sent by personal delivery, prepaid post, by facsimile or by email. Notices and communications are considered received: 1) If sent by courier or other personal delivery mode, on the date of personal delivery to the addressee's place of business or residence, last notified by the addressee; or 2) if sent by post, 5 days after the date of registered posting (by airmail, delivery receipt requested) to the addressee's place of business last notified by that addressee; or 3) if sent by facsimile or email, contemporaneously with facsimile transmission to the facsimile number last notified by the addressee, with the receipt of the appropriate transmission contact report.

16. PROPER LAW AND OTHER

These Terms are to be interpreted under United Kingdom Law. If any term is declared void or unenforceable by a court of competent jurisdiction with respect to particular circumstances, that provision will remain in full force and effect in all other circumstances. If any term is declared entirely void or unenforceable by a court of competent jurisdiction all other provisions of these Terms will remain in full force and effect. Customer may not without Computer Associated Decisions prior written consent assign all or any of its rights under any Contract.