

PART B - SUPPLY OF GOODS AND SERVICES

1. CONTRACT TERMS

- 1.0. These are the additional terms on which we will supply Goods and Services to you. These terms and conditions form an integral part of the agreement between us and accompany the General Terms set out in Part A above ("the General Terms"). In the event of conflict between the General Terms and this Part C, the terms of the Part C shall prevail. "Terms and Conditions" means the General Terms (Part A) as amended by these Special Conditions (Part B).

2. ACCEPTANCE

- 1.0. A request by you for the supply of any of the goods or services provided under this contract shall (without prejudice to condition 2 of the General Terms or any other manner in which acceptance of these Conditions may be evidenced) be deemed to constitute unqualified acceptance of these Conditions.
- 2.0. A variation of these Conditions is valid only if it is in writing and signed by a director of The Briars Group Ltd.

3. DEFINITIONS

- 1.0. The following words or expressions have the following meanings:
 - 1.0.0. the "Goods" means the products defined in the subject matter of the relevant quotation or proposal to which these terms apply;
 - 2.0.0. the "Services" means the supply of labour, consultancy or advice as defined in the subject matter of the relevant quotation or proposal to which these terms apply;

4. DOMAIN NAMES

- 1.0. We will purchase Domain Names on your behalf through the recognised naming authorities, and will host these domains on our servers if requested to do so. Subject to payment of our fees the Title will remain with you at all times whilst the registration is current and you are solely responsible for maintaining same by renewing your registrations directly with the naming Authorities and paying the appropriate fees to them.

5. DESPATCH

- 1.0. Goods shall be despatched directly from the Manufacturer or an independent Distributor or from our own offices as shall be determined according to the circumstances of each order. You agree to pay all reasonable delivery charges relating to the supply of Goods supplied.

6. RETENTION OF TITLE

- 1.0. We will retain title to any goods supplied by us until you have paid us in full for all charges relating to this or any other contract. At any time we may recover from you Goods remaining in your possession, and for the purposes thereof may enter upon any premises of yours or occupied by you.

7. LOSS OR DAMAGE IN TRANSIT

- 1.0. You will examine the Goods immediately they are delivered to you and advise us of any damage or shortfall immediately. We reserve the right to reject claims for damage or shortfall that have not been notified to us immediately upon delivery.

8. DEFECTIVE PRODUCTS

- 1.0. If any Goods are found to be defective upon installation or first use by you or your agents we must be advised immediately whereupon we will arrange for repair, replacement or return with the original manufacturer or supplier. Goods returned must be in the original undamaged packaging. You are responsible for dealing with any Goods proving to be defective after first use under the warranty terms provided by the manufacturer.

9. PRICE/PAYMENT TERMS

- 1.0. The price will be as quoted in a separate quotation or proposal document and unless otherwise agreed in writing by us is payable in full together with any delivery charges prior to the Goods being delivered to you.

10. EXPORT CONTROL

- 1.0. You will not resell outside the UK any of the Goods covered by the Export of Goods (Control) Order 1987 (or any re-enactment thereof) without obtaining all necessary licences there under.

11. WARRANTY

- 1.0. You acknowledge that we are not the manufacturer of any Products supplied hereunder. Save as expressly provided for in these Conditions, we give no warranties in relation to the Products and shall not be liable to you whether in damages or otherwise for any damage to or defect in the Products. You must rely solely on any warranties given to you by the manufacturer of the Products. To this effect, we will pass on to you such unexpired warranties we receive from the manufacturer of the Products as are capable of transfer. You accept that all documentation relating to the Products shall be provided only in English.