

## 1. APPLICATION OF TERMS

This Agreement contains the terms and conditions that apply to your purchase from Krome Technologies Ltd (“us” or “we”) on orders for computer systems, software and any related products and services including, but not limited to professional services, consultancy and support, sold in the United Kingdom (the “Goods”). By placing an order for the Goods you agree to be bound by and accepts these terms and conditions (the “Terms”). These Terms and any issues arising out of, or connected to it, are governed by English law. We reserve the right to amend these Terms at any time but the amended terms will only take effect for new orders. Notice of the amended Terms will be posted on our website or sent to you by e-mail. No terms or conditions endorsed upon, delivered with or contained in any purchase order, confirmation of order, specification or other document will form part of the contract between us, including without limitation as a result of such document being referred to. These Terms conditions may only be varied by us in writing.

## 2. THE CONTRACT

These terms apply to business customers only. If you are a consumer, then please contact us separately. Quotations do not constitute an offer and may be withdrawn or modified at any time. A binding agreement between us for the supply of the Goods will only arise when we confirm your order in writing. We reserve the right to refuse any order. If any Goods are not available then we will seek your agreement to either substitute an item or remove that item from your order. Goods are only supplied on a sale or return basis if we have agreed to this in writing and any returned Goods must in our sole discretion be re-sellable at full list price by us. This does not include any software or bespoke items, any orders which cannot be cancelled once accepted by us. Where we have supplied software (which we will procure as your agent) then your use of that software will be subject to the terms of the licence that accompany or apply to that software. If any Goods are supplied pursuant to another agreement between you and us then that agreement shall take precedence over these Terms. These Terms shall not confer any rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms.

## 3. PRICING, SPECIFICATIONS & AVAILABILITY

Prices, specifications and availability of Goods are subject to change without notice. Any descriptions and other information about the Goods are indicative only. If an error has arisen at any time prior to shipment to you we will inform you of that error and will provide an amended description and/or price. If you do not accept this then you may cancel the order, otherwise it will be supplied as corrected. The cost of the Goods does not include the cost of delivery, which will be payable by you. Prices are exclusive of VAT unless stated otherwise. The Fee's for all agreed Services will be charged on a time and materials basis in accordance with the applicable Rate Card and incorporating any reasonably incurred expenses, unless otherwise agreed in writing by the parties.

## 4. PAYMENT

Terms of payment shall be determined at our sole discretion. Payment is required on or before each delivery unless we have agreed in writing to give you credit or, where payment relates to the provision of services, which will be billed upon completion of any agreed Services unless otherwise agreed between the parties. We reserve the right at any time to alter the required method of payment including requiring payment by Direct Debit and may refuse to execute any order or contract if any account is overdue or the arrangements for payment or your credit rating is not satisfactory to us. Where credit terms have been agreed or payment is to be made monthly in arrears, then payment shall be made within 30 days of the date of the invoice unless otherwise agreed between the parties. If you are in default of payment of any undisputed invoice then you agree that we may enter your premises to take possession of the Goods and without prejudice to any other rights and remedies it may have, Krome may suspend the provision of any Services; and charge interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. You may not withhold payment of any invoice or other amount due to us by reason of any right of set-off or counterclaim which you may have or allege to have for any reason. Title to the Goods (but not in respect of software) will only pass when payment is received in full.

## 5. DELIVERY AND ACCEPTANCE OF GOODS

- a) Delivery of the Goods will occur (and risk of damage or loss will pass) when they are delivered to you or made available for collection. Krome shall provide the Services in a professional manner in accordance with accepted industry practice and any agreed SLA's. However, Krome shall not be required to meet the specific requirements of the Customer unless they are agreed in writing by the parties.
- b) You acknowledge that any agreed or stated period for delivery of the Goods is an estimate only and that any such agreement does not make time of the essence for your order. You will not be relieved of any obligation to accept the Goods by reason of any delay in delivery. Any timelines, timetables and/or dates specified for delivery or availability of a Service, in a proposal or equivalent are indicative only. Time shall not be of the essence unless expressly stated as such.
- c) If we are unable to deliver the Goods within a reasonable period of time or at all, due to factors outside of our reasonable control, then we may cancel your order (or part thereof) and we will not be liable to you for any damage, loss or expense whatsoever arising out of such cancellation, however any payment on the contract should be reimbursed.
- d) We reserve the right to deliver the Goods by instalments and to invoice you for each instalment of Goods delivered where, in our opinion, it is reasonable to do so. Your failure to pay for any instalments shall entitle us to withhold delivery of any remaining Goods until such time as payment is made in full.
- e) We warrant that we are not the producers of any Goods or any part thereof for the purposes of the Waste Electrical and Electronic Equipment Regulations (as amended) and bear no responsibility for the disposal of any part of the Goods under those Regulations.
- f) We do not warrant that the Goods will be fit for any particular purpose unless that purpose is specifically advised to us in writing and we confirm in writing that the Goods will fulfil that particular purpose. Further, we do not warrant that the Goods will meet any particular performance criteria unless, similarly, we have been notified of that and we have agreed to this in writing. The express terms of this agreement are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage or course of dealing; all of which are hereby excluded to the fullest extent permitted by law.

## 6. LIMITATION OF LIABILITY

Apart from liability for death, personal injury, fraudulent misrepresentation or anything which we may not exclude or limit by law, we exclude our liability for indirect and consequential loss, loss of profits and wasted management time. In all other respects our liability is limited to twice the amount paid for the relevant Order.

## 7. TERMINATION FOR CAUSE

Without prejudice to any other rights or remedies to which a party may be entitled, both parties have the right to terminate this Agreement if:

- a) the other party repeatedly breaches any material term of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give full effect to the terms of the Agreement and the other party has not remedied any breach capable of being remedied within 30 days of being given written notice to do so;
- b) an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to such other party;
- c) an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of such other party, or notice of intention to appoint an administrator is given by such other party or its directors or by a qualifying floating charge
- d) a receiver is appointed of any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of such other party, or if any other person takes possession of or sells such other party's assets;
- e) the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way.

## 8. TERMINATION FOR CONVENIENCE

Any Services undertaken under this Agreement may be terminated by either party, at any time, by giving at least thirty (30) days written notice unless otherwise agreed in writing by the parties. For the avoidance of doubt, this does not include any software, licences, bespoke items or any orders which cannot be cancelled once accepted by us.

## 9. FORCE MAJEURE

Neither party shall be in breach of this Agreement nor liable for delay in performing any of its obligations under this Agreement if such delay or failure results from events, circumstance or causes beyond its reasonable control, including failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, the effect of any Cyber Threats, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. Such time to be agreed in writing between the parties. Any delay by a party to perform its obligations arising from the occurrence of such an event must be notified to the other party as soon as possible, together with details of the circumstances giving rise to it. If either party is delayed or prevented from performing its obligations under this Agreement by a force majeure event, such party will: endeavour to continue to perform its obligations for the duration of such event and to mitigate the effect of such delay or prevention on the performance of its obligations under this Agreement and resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.

## 10. NON SOLICITATION

The Customer shall not engage or employ, whether directly or indirectly, any of Krome's personnel (including those acting as self-employed consultants to Krome on anything other than an ad hoc basis) during the term of this Agreement or for a period of 12 months afterwards. Should it do so then the Customer shall pay the equivalent by way of compensation of that individual's gross annual salary (including all benefits and commissions).

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