

General Terms and Conditions

1.1 Definitions:

"**Consumer**" shall have the meaning ascribed in section 12 of the Unfair contract Terms Act 1977.

"**Business Customer**" means a customer who is not a Consumer.

"**General Terms and Conditions**" refer to these terms and conditions in this document.

"**we**", "**us**", "**our**" or "**ourselves**" refers to the organisation whose name is identified to you on the Website. Please note that because these General Terms and Conditions apply to more than one Web Site, references to "We" or "Us" in there General Terms and Conditions means the company, partnership, or other organisation that is identified on the home page of the Web Site you were browsing when you were referred to these General Terms and Conditions.

The "**Client**" is the person, company, firm or individual with whom the contract is made.

The "**Company**" is Leyhay Limited or one of its subsidiary companies, managed solely by Leyhay Limited. Each subsidiary company website will, in the footer, have Leyhay Limited, our company registration number and these terms and conditions.

The "**visitor**" is the person visiting our website.

"**Force Majeure**" means any cause affecting the performance by Leyhay of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but not limited to) governmental regulations, fire, flood or any disaster or industrial dispute affecting a third party.

"**Normal Working Hours**" means 9am to 5pm Monday to Friday UK time. Excluding Bank or other Public holidays.

An "**external Website**" refers to a website not owned or managed by Leyhay Limited.

The "**Contract**" means the agreement between the Client and Company for services and/or the sale of services. All written and oral statements or representations are superseded by the contract, unless inclusions or exclusions of these terms are specifically altered in writing by the Company.

"**Services**" relate to, but not limited to, Website Design and IT related services.

For further details on this or any other queries, including viewing our company group, contact ourselves by visiting our website. Website : www.leyhay.com

Leyhay Limited, Company Reg : 09277717.

Contract (Website Design Services): Having received a verbal or written brief from the Client, RB Websites will produce a quotation detailing the work to be carried out, which will become the basis of the Contract. The Contract shall not become binding until such a time as the Client returns a signed confirmation. An email advising us to carry out work is also considered as a signed confirmation. RB Websites will only carry out the work where a signed Contract has been received. RB Websites reserves the right to amend the Contract and the original quotation if the Client changes the content and specifications contained in the original Contract. The Client agrees to be bound by these alterations to the Contract and revised quote. RB Websites will not carry out work for any client who is under 18 years of

age. By signing the Contract, the Client accepts and agrees to be bound by the terms contained therein. RB Websites, a Leyhay Limited Company.

Contract - Following a link from our website(s) to an external website: Once the visitor has clicked on a link that takes the visitor to an external website, not owned by Leyhay Limited or Subsidiaries, our General Terms and Conditions are no longer valid and the visitor should refer to the Terms and Conditions displayed on the external website.

Copyright & Content: The Client must own copyright, or have Rights of Usage, of all artwork, trade names, photographs and other materials supplied to us. The Client shall indemnify us against any costs whatsoever in connection with the ownership of copyright, Rights of Usage or content. The Client shall have full liability for any consequences appertaining to the content of the site as long as the site reflects the Client's instructions to us. The Client is liable for any reasonable legal costs incurred by us caused by the content supplied by the Client and agrees to indemnify us for any awards made in a court of law. We will not at any time be responsible for any of the material supplied by the Client in regard to copyright, errors or omission's faults or subsequent damages. This also includes material supplied by software, discs or electronic transfers if supplied by the Client to us for publishing on the web. All materials supplied to us for inclusion in the website remain the copyright of the Client. All design, graphics and programming produced by us will remain the property of Leyhay Limited for the duration of the web sites existence and shall not be modified or reused by any third party or associated business, unless otherwise agreed or express permission from us has been given. If any infringement of copyright occurs with the knowledge of the Client, then the Client must inform us immediately upon becoming aware of the breach. We reserves the right not to publish on the web any content which it deems as being indecent, obscene or offensive towards others.

The Website Design Process: The design process includes website design, website redesign, logo design and rebranding. We commit to make work available on the internet at all times during the design process. The Client agrees to use this to review the work in process. Copyright for all content supplied or created by us remains the property of Leyhay Limited at all times. When the Client has agreed the design proof then any alterations will be considered to an amendment to the Contract and the original quotation may be changed. All design modifications must be confirmed in writing by the Client. On completion of the Client's site, the Client must accept completion by email to the same email address that quoted for the work. An invoice will be issued with payment terms of 30 days from date of invoice unless previously agreed differently. We will upload the Client's web site to the domain location and transfer the site's ownership and title to the Client. The Client agrees to make available all materials required to complete the site to the agreed specifications within 30 days of the design proof being approved. The time between design proof approval and receiving these materials will be added onto the deadline for the project. We will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines. We will not be liable for costs incurred, compensation or loss of earnings due to the work carried out on behalf of the Client or any of the Clients' appointed agents. After

completion of the web site, the Client will then be responsible for the updating and maintenance of their site until a Web Site Management agreement has been signed.

Payment: Payment will be payable to Leyhay Limited via bank transfer unless previously agreed otherwise. Payment details can be found on the invoice. All payments will be required once the Client approves the design proof in writing. This amount will be stipulated in the quotation. A pre design deposit payment may be requested, which will be mentioned on the quotation. Payment of the remaining money is due when the Completion acceptance is received. On receiving the remaining balance we will then upload the Client's site to the domain location. All payments should be made within 30 days of the invoice date, unless different terms have been previously agreed. Any invoices remaining outstanding for periods in excess of 30 days will attract interest at the rate of 2% per day. Once we have received written design proof approval then a cancellation fee of 50% of the remaining cost will apply if the Contract is terminated through no fault of ourselves. If the Web Site content has not been received by us within 30 days of design proof approval, then the Client will be invoiced for 50% of the remaining balance. All quotations given are valid for 60 days, after which we reserve the right to change them. Hosting and/or Domains will be invoiced separately at some time between design proof approval and completion. Hosting will not be arranged until payment for this service has been received. We will undertake requested updates to the Clients web site at a reduced chargeable rate. These updates shall be charged at either a fixed rate or hourly rate dependent upon work quantity. All payments should be made within 30 days of the invoice date.

Domain Name & Hosting: We purchase domain names and hosting services from a third party provider on behalf of the Client. The domain names and hosting packages will remain in the name of ourselves and remain leased by ourselves via the hosting/domain company. We use the Terms and Conditions relating to these services from the third party service provider. These terms and conditions can be supplied if requested. We have no input in to the running of the third party hosting company and therefore will accept all risks in regard to solvency and performance of these third parties and take no responsibility with their outcome. The third party is solely responsible for the services. We purchase the Client's domain name and hosting services in good faith and will not be responsible for any claims, damages, penalties and expenses arising from third party allegations that the registered domain name infringes any rights owned by such third parties. Whilst we endeavour to optimise the Client's site for search engine inclusion and ranking, it cannot be held responsible for poor ranking or non-appearance as this is at the sole discretion of the third party search engine provider. If the client would like to manage their own services, we will provide assistance in the purchasing procedure. If the client wants to purchase the domain name from us, they will be quoted at the time. The fee is currently cost plus a £20 administration fee, where cost equates to the amount we are charged by the third party for moving the domain name to a new owner.

Third Party: Any website owned by Leyhay Limited or any of Leyhay Limited subsidiary companies, which contain hyperlinks to web sites operated by parties other than us. Such

hyperlinks are provided for reference and convenience only. We do not control such Web sites and are not responsible for their content. We do not necessarily endorse any of the material on such Web sites, or have any association with their operators.

All offers and promotions referenced on the Site were correct and valid at time of publication but may be subject, without notice, to change and/or cancel at the discretion of the individual operators and promoters.

Users further acknowledge that use of any Web site controlled, owned or operated by third parties is governed by the terms and conditions of use for those Web sites and not by Leyhay Limited General Terms and Conditions. Users access these third-party sites at their own risk. All trademarks appearing on this site are the property of their respective owners. We have full permissions from all third party companies to promote using their content and creatives, such as logo, advertising banners and outgoing links.

In no event will we or any person or entity involved in creating, producing or distributing the site, be liable for any damages including, without limitation, indirect or consequential damages, or any damages whatsoever arising from use or loss of use, data, or profits, whether in action of contract, negligence or other tortious action, arising out of or in connection with the use of the site. Nothing in these Terms shall limit our liability for death or personal injury caused by our negligence or the negligence of our employees or agents. If any of these Terms should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these Terms are intended to be effective, then to the extent and within the jurisdiction which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these Terms and the remaining Terms shall survive, remain in full force and effect and continue to be binding and enforceable. These Terms shall be governed by and construed in accordance with the laws of England and Wales. Disputes arising here from shall be exclusively subject to the jurisdiction of the courts of England and Wales.

General: We reserve the right to waive any of these terms on an individual basis. This does not, however, affect the validity of the remaining clauses or mean that we have to waive the same clause in the future. This contract should be construed in all aspects as an English contract and in conformity with the English Law.

Cookies: Cookies are small data files that are stored locally on your computer and which enable us to tailor your experience in using the Website. Accounts and password information may be stored in cookies. The Website uses cookies, and you are deemed to consent to the use of cookies by using the Website. You can turn off the use of cookies in your Web browser. Please consult the help files for your browser for more information. We will never share any information collected with any third party.

Product Sales (not including links to other third party websites)

Orders

(1) All contracts of sale made by Leyhay Limited shall be deemed to incorporate these terms and conditions, which shall prevail over any other terms from the party ("the Customer") with whom Leyhay Limited is dealing.

Cancellation of orders by business to business customers is not accepted as many orders are Dispatched on the same day the order is placed. Cancellation of orders by Consumers will be accepted in accordance with the Consumer Protection (Distance Selling) Regulations 2000. Nothing in these terms and conditions is intended to impinge upon a Consumer's statutory or contractual rights to reject faulty goods.

(2) All orders are subject to acceptance and to availability of the goods ordered: Leyhay Limited is entitled to refuse any order placed by you.

(3) You undertake that:

(a) All details you provide to us for the purpose of purchasing goods or services offered by Leyhay Limited are correct.

(b) The credit or debit card you use to make a purchase from us is your own card or your company's card, that you are authorised to use it, and that there are sufficient funds or credit facilities to cover the cost of any goods or services you order from us. We reserve the right to obtain validation of your credit or debit card details before providing you with any goods or services.

(4) Leyhay Limited Terms and Conditions shall apply to orders placed.

Prices

(1) Goods and services are invoiced at the price prevailing at time of acceptance of order. VAT is charged at the rate applicable at the time of invoicing or otherwise in accordance with the law.

(2) Leyhay Limited reserves the right to modify the prices from time to time.

(3) Any prices quoted by Leyhay Limited in local currency may be adjusted by Leyhay Limited due to fluctuations in the exchange rate.

(4) Due to the transaction costs imposed upon Leyhay Limited, a surcharge of 2.5% of the total invoice value will be applied to all AMEX transactions with effect from 1st October 2012.

(5) All amounts payable hereunder are payable in full and remitted back to Leyhay Limited without offset or deduction for taxes (including withholding tax) and custom duties.

Delivery, Title and Risk

(1) Leyhay Limited shall use reasonable endeavours to dispatch goods by the date agreed with the customer, but does not accept liability for failure to deliver within the stated time where this is caused by circumstances beyond our reasonable control, such as delays caused by delivery companies or manufacturer lead times. If a delay is likely, we shall contact the customer and advise of the delay. A customer who is a Consumer shall be entitled to cancel an order when advised of a delay if the revised delivery date is not acceptable.

(2) In the case of a Business Customer, if Leyhay Limited is unable to deliver the goods within 30 days of the agreed delivery date, the Customer will, as its sole remedy, be entitled to cancel the order and require any monies paid to Leyhay Limited in respect of that order to be refunded. In order to cancel, the Customer must send written notice of cancellation to Leyhay Limited after the above date but before delivery of the goods or notification from

Leyhay Limited that the goods are ready for delivery. This Clause does not apply to Consumers.

(3) In the case of Business Customers, Leyhay Limited does not accept liability for shortages or damage to deliveries unless the Customer notifies Leyhay Limited of the shortage or damage in writing within 48 hours of receipt of the delivery. Consumers should notify shortages or damage within a reasonable period of becoming aware.

(4) Business Customers are required to be able to accept the goods when they are ready for delivery within Normal Working Hours.

(5) Delivery is deemed to take place when the goods are delivered to the Customer's nominated address, whereupon the risks of loss, breakage and all damage and all other risks shall pass to the Customer.

(6) Title in the goods does not pass to the Customer until payment is received in full by Leyhay Limited.

(7) If the Customer cannot accept delivery, Leyhay Limited may at its option: (a) store and insure the goods at the Customer's expense and risk or (b) sell the goods at the best price reasonably obtainable and (after deducting reasonable storage insurance and selling costs) pay to the Customer any excess over the sale price or charge the Customer for any shortfall or (c) re-arrange delivery provided that Leyhay Limited may charge the Customer for the additional delivery costs incurred.

(8) The Customer may request a Proof of Delivery, provided that this request is made in writing within 3 months of the date of delivery and Leyhay Limited shall use reasonable endeavours to provide such proof. Thereafter, delivery shall be deemed to have been successfully completed.

(9) Upon delivery of the goods, the Customer will be asked to sign a Proof of Delivery to acknowledge safe receipt. It is the responsibility of the Customer to ensure that the number of packages delivered corresponds with the number stated on the delivery note. Where a discrepancy occurs or where there is evident damage to the packaging, this should be noted on the Proof of Delivery. Leyhay Limited shall not be liable for discrepancies or damage evident on delivery where the Customer accepts delivery and signs the Proof of Delivery without amendment.

Payment

(1) Payment is due on shipment unless a Customer has been approved for credit.

Leyhay Limited standard credit terms require payment within 30 days from the date of the invoice, except in the case of transactions where different terms are agreed in writing.

(2) If payment is not made on the due date, Leyhay Limited will be entitled to charge interest daily on the outstanding balance at the rate of 3% above Barclays Bank PLC base lending rate from time to time and in any event an administration fee in the sum of £50 shall be applied to each overdue invoice.

Product specifications

(1) Leyhay Limited makes every effort to supply the goods as advertised but reserves the right to supply the goods subject to minor variations in actual dimensions and specifications where these are changed by the manufacturer.

(2) If Leyhay Limited cannot supply the goods ordered by the Customer, Leyhay Limited reserves the right to offer goods of equal or superior quality at no extra cost. In such a case, if the Customer does not wish to accept the alternative goods offered, he or she may cancel the order and require the refund of any money paid to Leyhay Limited in respect of that

order, including carriage charges. This shall be the sole remedy of the Customer in these circumstances.

Trade names and Trade Marks

(1) Trade names and marks (other than Leyhay Limited) are not always indications of the actual manufacturer of a particular product and may rather be indicative of general use systems and machines associated with such products.

(2) In the case of component purchases, Customers requiring a particular brand of product should, before placing an order, check with Leyhay Limited the identity of the manufacturer of component it is proposed to purchase.

Warranties and Returns

Please note that special terms apply to Consumers who wish to return goods, which prevail over the provisions of this Clause. Customers who are Consumers are referred to Clause 5 below.

(1) Leyhay Limited is committed to providing our customers with the highest quality products and service. However, on rare occasions, products may be found to be faulty or defective. In such cases we offer the returns facilities described below.

(2) Unless otherwise stated in the manufacturer's documentation, all goods delivered to a UK mainland address carry a 12-month manufacturer's warranty.

(3) If you purchase goods in the course of your business, the following provisions of this Clause shall apply. Other than the express provisions set out in these terms and conditions, all other terms and the implied terms or warranties relating to the supply of goods are excluded to the fullest extent permitted by law. Goods are not tested or sold as being fit for any particular application or for use under specific conditions, unless expressly agreed in writing.

(4) If you purchase services in the course of your business, the following provisions of this Clause shall apply. Leyhay Limited shall use its skill and expertise to carry out any contracted works (the "Service(s)") to a standard equivalent to that of a competent computer professional, and shall warrant our work as free from defects, for a period of 30 days after completion. In particular, we cannot be held responsible for any fault or damage not caused by Leyhay Limited services' engineers or its contracted agents. In the event of a claim arising relating to the level of skill and judgment applied in the course of providing Services, Leyhay Limited reserves at its sole discretion the right to appoint an independent expert in the field to appraise the work carried out in the execution of the Service(s). Additionally, Leyhay Limited cannot be held responsible for equipment installed or configured when the equipment has subsequently been altered or configured by persons other than Leyhay Limited. Except as set out here, all other express or implied terms or warranties relating to the Services are excluded to the fullest extent permitted by law.

(5) Subject to the right of Consumers to return goods for refund under The Consumer Protection (Distance Selling) Regulations 2000 (see Clause 13); Leyhay Limited does not sell products on a trial basis. Customers are strongly advised to check suitability and specifications of products before ordering. In some instances, Customers may benefit from special price discounts issued by a manufacturer specifically for their benefit. Such goods are not returnable to the manufacturer and may not be sold to other customers.

Accordingly, orders for such goods cannot be cancelled and Leyhay Limited can only accept a return of such Goods where they prove to be defective and the Goods are returned for repair or replacement.

(6) In the event that Leyhay Limited, at its discretion (unless the Consumer Protection (Distance Selling) Regulations 2000 apply, see Clause 13), agrees to accept the return for credit of unwanted products, the goods must be returned with Leyhay Limited prior written agreement within 14 days of delivery. The goods must be unopened and in perfect re-saleable condition. All goods returned in these circumstances (except where the Consumer Protection (Distance Selling) Regulations 2000 apply, see Clause 13) will be subject to a handling fee of 15% of Leyhay Limited sale price for the goods, or £20, whichever is the greater.

(7) Subject to testing to verify any alleged fault, we will accept the return of defective goods for full refund or replacement at our option, if, but only if, the goods are returned within 14 days of delivery. Consumers who wish to return defective products are not obliged to follow the processes set out below, but are recommended to do so as this helps us to provide a more efficient returns service.

(a) Leyhay Limited technical support staff or Customer Support staff, as appropriate, will advise you of which method of delivery to use to return the products. Depending on the nature of the product purchased, we will either arrange a courier collection, or request that you return the product directly to us. If the goods are found on inspection to be defective, the cost of returning the item will be refunded to you. Authorised product returns must be sent to: the address given to you by Leyhay Limited customer service team.

(b) Leyhay Limited offers a "no charge" collection, repair and delivery service (on the UK mainland only) for hardware which is shown to be faulty provided that the fault is reported within 14 days of delivery. If we have arranged for a courier collection of your product, we are unable to specify the collection time, and it is your responsibility to ensure that someone will be present at the collection address when the courier arrives.

(c) All returned goods (except those returned under Clause 13) must be accompanied by Leyhay Limited Returns Authorisation number ('RMA Number') which can be obtained by contacting Customer Support, see website for details. Returned goods will not be accepted without an RMA Number. Do not write directly on the manufacturer's packaging. Please write the RMA number on the address label provided with the Returns Authorisation and attach it to the returned package. Any defacement of the manufacturer's packaging or damage caused by inadequate packaging may result in the rejection of the return or an additional restocking fee, at Leyhay Limited sole discretion.

(d) Leyhay Limited cannot accept liability for packages damaged during transit. It is the Customer's responsibility to wrap the product adequately to prevent damage.

(e) Proof of postage is not proof of delivery and you are therefore strongly advised to send your package by recorded delivery, registered post or courier, and to insure the goods for their full value.

(f) On receipt of the returned product, we will test it to identify the fault you have notified to us.

(g) If following the testing process, the product is found to be in good working order without defect, we will return the product to you, and the carriage costs of this return will be your responsibility. Please note that if you have, in the meantime, required us to provide you with a replacement product before completion of the testing process, you will have to pay for this product also. This Clause does not apply to Consumers returning goods.

(h) Unless otherwise stated in the manufacturer's documentation, all goods delivered to a UK mainland address carry a 12-month manufacturer's warranty. Customers who wish to make a warranty claim must comply with the manufacturer's instructions and warranty

procedure. In order to resolve your problem as quickly as possible, we may refer you to the product manufacturer who will deal directly with the return. In these instances, we will provide you with the contact information for the relevant manufacturer. If you are a consumer, this does not affect your statutory rights.

(i) This warranty shall not apply if the goods have been worked upon, altered or damaged in any way by the Customer or its employees or agents, or to goods not used in accordance with the manufacturer's instructions.

(j) No software on which seals have been broken can be returned for credit. If any software discs are faulty, the manufacturer will replace them. If you are a consumer this does not affect your statutory rights. Please note Software Licences are non-returnable unless the software is materially non-compliant with its specification or the physical media on which it is supplied is defective.

(k) Some manufacturers require goods to be returned within 14 days or less in order to secure refund. In such instances the manufacturer's time limit will apply and therefore Leyhay Limited will only accept a return within 14 days of purchase or the manufacturer's time limit. We can only accept the return of a defective product that does not meet the description, if they are returned to us within 14 days. Beyond that period you will be deemed to have accepted the goods and you must therefore check the goods promptly on receipt. Please note that this period is reduced to 7 days for clearance bargains products.

Leyhay Limited liability

(1) In its dealings with Business Customers, Leyhay Limited shall under no circumstances be liable for any consequential or indirect damage or loss, however caused, including (but not restricted to) loss of business or profits, loss of goodwill, damage to trading relationships loss of data and other financial loss. ("Financial loss" in this sense does not refer to the price you have paid for the goods, which we may be liable to refund to you, in whole or in part, if the goods are faulty or do not comply with their description). Leyhay Limited liability in respect of all other losses shall be limited to the invoiced amount of the relevant order.

(2) Nothing in this agreement shall limit Leyhay Limited liability for death or personal injury caused by its negligence.

Health and Safety

(1) Leyhay Limited confirms that the goods it supplies as a distributor do not present a hazard to health and safety

(a) When properly used for the purpose for which they are designed; and

(b) If the Customer takes reasonable and normal precautions in their use.

Force Majeure

(1) Where, in spite of its reasonable efforts, Leyhay Limited is unable to perform an obligation due to circumstances beyond its reasonable control, it shall not be deemed to be in breach of its contract with the Customer.

Special Rules for Clearance Bargains.

Please note that special terms apply to Consumers who wish to return goods, which prevail over the provisions of this Clause.

(1) Goods sold as 'Clearance Bargains' are downgraded goods that Leyhay Limited is able to offer at a discount on the normal price. Stocks of goods offered as Clearance Bargains are limited and such goods are sold subject to the following special rules. These special rules apply in addition to, and in the event of any conflict override, all of Leyhay Limited other terms and conditions, except those terms and conditions specifically covering Consumers.

(2) Clearance Bargains are graded according to the condition of the goods, which is described at the point of sale. The length of the guarantee (if any), with the benefit of which the goods are sold, is specified in the description of the relevant grade.

(3) Clearance Bargains, by their very nature, have limited availability. Upon receipt of an order for Clearance Bargains, Leyhay Limited will check stock availability. Until stock availability is confirmed to the customer, a contract for sale will not be created and no payment will be debited from the customer.

The Consumer Protection (Distance Selling) Regulations 2000

(1) Contracts for the purchase of goods by a Customer not acting in the course of a business and made over the telephone or through the Leyhay Limited websites, are, with the exception of certain excepted contracts, subject to The Consumer Protection (Distance Selling) Regulations 2000 ('the Regulations').

(2) If the Regulations apply, Customers may cancel goods purchased from Leyhay Limited by sending a written email notice of cancellation; see our websites for contact information.

(3) The notice of cancellation must be received within 7 working days of the day after date of delivery of the goods.

(4) The Customer will be responsible for the cost of returning the goods if he or she exercises this right of cancellation under the Regulations. If the Customer does not actually return the goods to Leyhay Limited, the Customer is under a duty to make the goods available for collection at the Customer's expense from the address to which they were delivered.

(5) The Customer is under a duty to retain possession of the goods whilst awaiting return to Leyhay Limited and to take reasonable care of them during this period. The Customer will be liable for any loss of or damage to the goods if he or she fails to comply with this obligation.

Errors and Omissions

(1) Leyhay Limited makes every effort to ensure that all prices and descriptions quoted on its website are correct and accurate. However, the frenetic tempo of e-commerce makes it inevitable that mistakes will occasionally occur. In the case of a manifest error or omission, Leyhay Limited will be entitled to rescind the contract, notwithstanding that it has already accepted the Customer's order and/or received payment from the Customer.

Leyhay Limited liability in that event will be limited to the return of any money the Customer has paid in respect of the order. In the case of a manifest error in relation to price, the Customer will be entitled to purchase the goods by paying the difference between the quoted price and the correct price, as confirmed in writing by Leyhay Limited after the manifest error has been discovered.

(2) A 'manifest error', as the term is used in the sub-paragraph above, means, in relation to an incorrect price, a price quoted in error by Leyhay Limited which is more than 10% less than the price that would have been quoted had the mistake not been made.

WEEE Regulations

For all Goods sold in the UK which fall under the WEEE Regulations, the Business Customer shall ensure they follow the Producer (manufacturer) directions for disposal and recycling thereof. Leyhay Limited shall not be responsible for any costs thereof. Such directions can be found either accompanying the Goods or on the manufacturers' website. The household user (Consumer) is required to log on to <http://www.recycle-more.co.uk> for details of their nearest disposal and recycle operation in the UK and agrees to return all Goods as directed on the site and in accordance with the Regulations. For Leyhay Limited compliance statement and further details of Leyhay Limited obligations please go to our website.

Leyhay Limited does not have a sales office or approved distributor in Ireland. Instead,

Leyhay Limited products are sold directly to Business Customers in Ireland from sales officers in other Member States. Selling products directly to an end - user in another Member State is known as 'distance selling'. The WEEE Directive and Member State WEEE Regulations state that Leyhay Limited is not responsible for WEEE arising from distance sales of business products directly to the business customer in other Member States. Instead, it is the business customers' responsibility to ensure that products which they buy through distance selling arrangements are managed in an environmentally responsible manner at the end of life and in accordance with the WEEE Regulations. In purchasing such products from Leyhay Limited the Business Customer agrees to comply with these Regulations and, in so doing, the Business Customer agrees to register with the WEEE Registry in Ireland.

Export Restrictions

(1) Customer acknowledges that some goods are controlled for resale or export by the U.S. Department of Commerce, the EU or EU/EFTA member state bodies and / or other applicable restrictions and that such goods may require authorization prior to resale or export. Customer agrees that it will not export, re-export, or otherwise distribute goods, or any direct products thereof, in violation of any dual use restrictions and export control laws or regulations of the U.S., the EU or any EU/EFTA member state or other applicable jurisdiction.

(2) Customer shall indemnify Leyhay Limited for any claims, losses, costs, liability and charges, including reasonable legal fees incurred by Leyhay Limited as a result of Customers breach of any export controls or regulations.

(3) It shall be the Customers responsibility to comply with all export and other resale restrictions. Upon request the Customer agrees to reaffirm in writing its compliance and its intentions to comply with applicable export and restricted user and uses regulations.

Anti-Bribery

(1) The Customer shall: (a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements); (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; (c) have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirement, the Relevant Policies and clause 1.1(b), and will enforce them where appropriate; (d) promptly report to the Supplier any request or demand for any undue financial or other advantage of any kind received by the Customer in connection with the performance of this agreement; (e) immediately notify the Supplier if a foreign public official becomes an officer or employee of the Customer or acquires a direct or indirect interest in the Customer (and the Customer warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this agreement)

(2) Breach of this clause shall be deemed a material breach.

(3) For the purpose of this clause, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

Confidential Information and Data Protection

(1) Each party shall preserve the confidentiality of all confidential information of the other which it receives, keep such information secure and protected against theft, damage, loss or

unauthorised access, and not use such information for any purpose except as contemplated by the Contract. Moreover, each party shall ensure that such obligations are observed by its employees, officers, agents and contractors. These obligations shall survive the variation, renewal or termination of the Contract for a period of three years but shall not apply to information which is already in or subsequently comes into the public domain through no fault of the recipient.

(2) Personal data ("Data") provided by the Customer in the Contract will be processed by each party in accordance with the Data Protection Act 1989 as amended from time to time. Data processing will be accomplished through electronic and non-electronic means, for the purpose of these Conditions.

Leyhay Limited undertakes in respect of any Data of the Customer processed under these Conditions to maintain such Data under appropriate, commercially reasonable and sufficient technical and organisational security measures to protect such Data or information and both Party warrants to have undertaken all appropriate registrations under relevant EU data protection legislation.

General

(1) Nothing in these terms and conditions affects your statutory rights as a Consumer.

(2) If any provision in this Agreement is held to be invalid or unenforceable, it shall be deemed severed from the Agreement and this shall not affect the validity or enforceability of the remaining provisions.

(3) Any waiver of a breach of this Agreement must be in writing.

(4) Any variation of this Agreement must be in writing and signed by a duly authorised Leyhay Limited official.

(5) The headings are for convenience only and shall not affect the interpretation of this Agreement.

(6) Any notices given under this Agreement shall be in writing and sent (a) by first class pre-paid post to the last known address of the party; or (b) by fax to their last known fax number; or (c) by e-mail to the last notified e-mail address of the party.

(7) These terms and conditions shall be governed by and construed in accordance with the laws of England & Wales and the parties submit to the non-exclusive jurisdiction of the English courts.

Terms and Conditions Liability Waiver

We make on-going good faith efforts to obtain the most accurate and timely information available, including information about the Internet, the World Wide Web, and about search engines, all of which is subject to frequent and rapid change.

Accordingly, we cannot and do not guarantee the accuracy, timeliness, reliability, or completeness of any of the information found on, downloaded from, or accessed from this website.

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use or the performance of this website.

We reserve the right, at its sole discretion, to modify, disable access to, or discontinue, temporarily or permanently, any part or this entire website or any information contained thereon without liability or notice to you.

Contact: For further information;

Richard Bateman, Managing Director, richard.bateman@leyhay.com