

Sentry Consulting Ltd t/a DATASCAN TERMS AND CONDITIONS OF TRADE

1. Definitions

1.1 Sentry Consulting Ltd T/A "Data Scan" shall mean its successors and assigns or any person acting on behalf of and with the authority of Datascan limited. For the purpose of these terms and conditions DataScan shall also be referred to as the "Supplier"

1.2 "Client" shall mean the person or entity described as such on the invoices, application for credit, quotation, person acting on behalf of and with the authority of such person or entity. Client may be also referred to as "Customer"

1.3 "Services and Goods" shall mean all Services/ Goods supplied by Datascan to the client (and where the context so permits shall include any supply of Services/ Goods as hereinafter defined) and are as described on the invoices, quotations, work authorization or any other forms as provided by Datascan to the Client. This includes but is not limited to documents, files, paper records, magnetic tapes, rigid and floppy disks, film reels, indexes, cartons and all packaging materials

1.4 "Services and Goods" shall also include any advice or recommendations (and where the context so permits shall include any supply of Services/ Goods as defined above.

1.5 "Price" shall mean the costs of the Services/ Goods as agreed between Datascan & the Client subject to clauses 2 & 3 of this contract.

2. Acceptance

2.1 Any instructions received by Datascan from the Client for the supply of Services/ Goods and/or the Clients acceptance of Services/ Goods supplied by Datascan shall constitute acceptance of the terms and conditions contained herein.

2.2 Where more than one Client has entered this agreement, the Clients and/or directors shall be jointly and severally liable for all payments of the Price.

2.3 Upon acceptance of these terms and conditions by the client the terms and conditions are irrevocable and can only be amended by the written consent of Datascan.

2.4 The Client undertakes to give Datascan at least fourteen (14) days notice of any change in the Client's name, address and/or any other changes to the Client's details.

2.5 The Client shall provide Datascan with the names of all employees and agents authorized by it to provide instructions regarding goods/services. Any change of employees or agents authorised to give instructions on the clients behalf, should be notified in writing to Datascan.

3. Price And Payment

3.1 At Datascan's sole discretion the Price shall be either:

(a) as indicated on invoices provided by Datascan to the Client in respect of Goods/Services supplied.

(b) Datascan's quoted price which shall be binding upon Datascan provided that the Client accepts the quotation in writing/electronic mail within thirty (30) days, unless this quotation is withdrawn, rejected or given without engagement.

3.2 At Datascan's sole discretion a deposit may be required

3.3 Time for payment for the Services/ Goods shall be seven (7) days following the date of the invoice.

3.4 Datascan reserves the right to use external collection agents to collect invoices outstanding for more than 30 days.

3.5 Payment will be made by cheque, or by bank cheque, or by direct credit, or by any other method as agreed to between the Client and Datascan.

3.6 VAT and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

3.7 The Client shall be liable to repay the amount with all expenses if the cheque is returned unpaid by the Client's bank

4. Delivery and Provision of Service

4.1 Datascan shall Provide all services with reasonable care and skill

4.2 At Datascan's sole discretion delivery of the Services/ Goods shall take place when:-

(a) the Client takes possession of the Services/ Goods at Datascan's address; or

(b) the Client takes possession of the Services/ Goods at the Client's address (In the event that the Services/ Goods are delivered by Datascan or Datascan's nominated carrier); or

(c) The Client's nominated carrier takes possession of the Services/ Goods in which events the carrier shall be deemed to be the Client's agent.

4.4 Delivery of the Services/ Goods to a third party nominated by the Client is deemed to be delivery to the Client for the purposes of this agreement.

4.6 The Client shall take delivery of the Services/ Goods tendered notwithstanding that the quantity so delivered shall be either greater or lesser than the quantity purchased provided that:

(a) the Price shall be adjusted pro rata to the discrepancy

4.7 Datascan shall not be liable for any loss or damage whatever due to failure by Datascan to deliver the Services/ Goods (or any of them) promptly or at all.

5. Liability and Insurance

5.1 The customer acknowledges that Datascan has affected a policy of insurance on goods while in their possession, **however this insurance is limited to the value of the physical materials in which such information is stored and does not cover the value of the records or information stored thereon or therein nor the cost of reinstating such records.**

5.2 Therefore the customer is advised to affect a policy of insurance, separately to this agreement, for any item or items or for any records of particular value.

5.3 The customer acknowledges and accepts that Datascan will treat its records/items with due care & diligence, however that Datascan will not be responsible for the following:-

5.3.1 Any force Majeure including but not limited to strikes, lockouts or other industrial disputes, failure of utility service or transport network, acts of God, war, terrorism, acts of foreign enemies, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plan machinery, fire, flood, storm, or default of suppliers or subcontractors.

5.3.2 Damage caused to documents by vermin, moths or other infestations (provided reasonable steps have been taken by Datascan to ensure any such loss be prevented)

5.3.3 Any losses that can reasonably be attributed to the acts or omissions of the Customer, its employees, agents or subcontractors.

5.2.3 Reasonable wear and tear of documents, including gradual deterioration.

6. Title

6.1 It is the intention of Datascan and agreed by the Client that ownership of the Goods/ Services shall not pass until:-

(a) the Client has paid all amounts owing for the particular Services/ Goods, and

(b) The Client has met all other obligations due by the Client to Datascan in respect of all contracts between Datascan and the Client.

6.2. The Client shall not, without the Suppliers written consent, assign, transfer, charge, mortgage, subcontract, declare a trust or deal in any other matter with all or any of the goods/ services as defined in Clause 1.

6.3 Receipt by Datascan of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then Datascan's ownership or rights in respect of the Services/ Goods shall continue.

6.3.1 is further agreed that:

(a) Where practicable the Services/ Goods shall be kept separate and identifiable until Datascan have received payment and all other obligations of the Client are met; and

(b) Until such time as ownership of the Services/ Goods shall pass from Datascan to the Client, Datascan may give notice in writing to the Client to return the Services/ Goods or any of them to Datascan, Upon such notice the rights of the Client to obtain ownership or any other interest in the Services/ Goods shall cease ;and

(c) Datascan shall have the right of stopping Services/ Goods in transit whether or not delivery has been made; and

(d) the Client shall not charge the Services/ Goods in any way nor grant nor otherwise give any interest in the Services/ Goods while they remain the property of Datascan; and

(e) Datascan can issue proceeding to recover the Price of the Services/ Goods sold notwithstanding that ownership of the Services/ Goods may not have passed to the Client; and

(f) Until such time that ownership in the Services/ Goods passes to the client if the Goods/ Services are converted into other products the parties agree that Datascan will be the owner of the end products.

(g) The Client shall not withhold payment on the grounds that it has an alleged claim against the supplier

7. Defects

7.1 The Client shall inspect the Services/ Goods and invoices on delivery and shall within fourteen (14) days notify Datascan of any alleged defect shortage in quantity, damage, or failure to comply with description, price or quote. The Client shall afford Datascan an opportunity to inspect the Services/ Goods within a reasonable time following delivery if the Client believes the Services/ Goods are defective in any way. If the Client shall fail to comply with these provisions the Services/ Goods shall be presumed to be free from any defect or damage

8. Sale of Goods Act 1893 and Sale of Goods and Supply of Services/ Goods Act 1980.

8.1 This agreement is subject to the provisions of the Sale of Goods Act 1893 and the Sale of Goods and Supply of Services Act 1980

8.2 Notwithstanding clause 10.1, nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Sale of Goods and Supply of Services Act 1980, or any laws or legislation governing the rights of consumers except to the extent permitted by those Acts, laws or legislation.

9. Default & Consequences of Default

9.1 Interest on overdue invoices shall accrue If payment is not received in 7 days from date of invoice. A daily interest rate of 0.0281% will accrue provided from under the European Communities (Late Payment in Commercial Transactions) Regulations 2002.

9.2 If the Client defaults in payment of any invoice when due, the Client shall indemnify Datascan from & against all costs and disbursements incurred by Datascan in pursuing the debt, including legal costs of a solicitor and own client basis and Datascan's collection agency costs.

9.3 Without prejudice to any other remedies Datascan may have, if at any time the Client is in breach of any obligation (including those in relation to payment); Datascan may suspend or terminated the supply of Services/ Goods to the Client and any of its other obligations under the terms and condition. Datascan will not be liable to the Client for any loss or damage the Client suffers because Datascan exercised its rights under this clause.

9.4 If any account remains overdue after thirty (30) days then an amount of 20.00 Euro or 10.00% of the amount overdue (up to a maximum of 200 Euro) shall be levied for administration fees which sum shall become immediately due and payable.

9.5. Any money payable to Datascan becomes overdue, or in Datascan's opinion the Client will be unable to meet its payments as they fall due; or

9.5.1. The Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with its creditors, or makes an assignment for the benefit of its creditors.

9.6.2 A receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client

10. Security and Charge

10.1 As per clause 6, title to goods/ services will not pass until all invoices have been cleared. If however the customer does not clear the debt owing after 30 days. The Supplier may:-

(a) Sell, dispose or destroy all or part of the goods at the customer's expense and risk by giving the customer 7 days notice.

(b) Where applicable the proceeds will be used to offset payments due to the supplier by the customer, these payments are in respect of all charges, losses or costs including any legal costs incurred by the Supplier in selling, disposing or destroying the goods.

(c) The supplier is solely responsible for choosing the most appropriate method of sale but will not be liable for any inadequacy in the price achieved.

(d) Any surplus achieved from selling the aforementioned goods will be credited to the Customers account, once all debts are cleared.

11. Cancellation

11.1 Datascan may cancel these terms and conditions or cancel delivery of Services/ Goods at any time before the Services/ Goods are delivered by giving written notice. On giving such notice Datascan shall repay to the Client any sums paid in respect of the Price. Datascan shall not be liable for any loss or damage whatever arising from such cancellation.

12. Data Protection Act 1988 & Data Protection Act 2003

12.1 Datascan acknowledges that in receiving and storing Data under this agreement it may process personal Data within the meaning of the Data Protection Act, 1998 and Data Protection Amendment Act 2003 (as amended, extended or replaced) (together referred to as "the Act") In such circumstances Datascan agrees that :-

(a) it will comply with its obligation under "the Act"

(b) it will process such personal data solely in accordance with the instructions of the Client.

(c) It will implement such technical and organisational security measures as necessary to comply with the security obligations of the Act

(d) It will put in place appropriate security measures to prevent unauthorized access to, or alteration, disclosure or destruction of, the data to prevent their accidental loss or destruction.

(e) the Client/ or their respective independent auditors shall have the right to conduct an operational audit pertaining to Services rendered pursuant to this Agreement, in order to verify the Company is complying with its obligations under this Agreement and in particular to verify the security and organisational measures the Company has in place are in compliance with the act

13. General

13.1 Each clause of these terms & conditions is severable and distinct from the others. If any provision of these terms and conditions is or becomes invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

13.2 These terms and conditions shall be governed by the laws of Ireland and are subject to the jurisdiction of the courts of Ireland

13.3 Datascan shall be under no liability whatsoever to the Client for any indirect loss and/ or expense (including loss of profit) suffered by the Client arising out of a breach by Datascan of these terms and Conditions.

13.4 In the event of any breach of this contract by Datascan, the remedies of the Client shall be limited to damages. Under no circumstances shall the liability of Datascan exceed the Price of the Services/ Goods. The Client shall be responsible for and shall indemnify Datascan harmless against liability, claim or proceeding and any damages, losses, costs and expenses for which Datascan may become liable which are cause by or result from a statement made or an advertisement placed by the Client.

13.5 The Client shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Client by Datascan.

13.9 Datascan may license or sub contract all or any part all or any part of its rights and obligations without the Client's consent.

13.6 Datascan reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which Datascan notifies the Client of such change. Except where Datascan supplies further Services/ Goods to the Client and the Client accepts such Services/ Goods, the Client shall be under no obligation to accept such changes.

13.7 Nothing in these terms and conditions intend to, or shall be deemed to constitute a partnership or joint venture of any kind