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RECEIVED
18 JUN 2010

EMAIL: SALES@EPOSGROUP.CO.UK
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Invoice 27846
Invoice Date 16/06/2010
Cust Order No
Account No NEW23
Our VAT Reg No: 201 5074 21

| Quantity | Service Details | Unit Price | Net Amount | VAT Amount |
|----------|---|------------|------------|------------|
| 1.00 | 12 MONTHS EXTENDED MAINTENANCE AGREEMENT ON THE FOLLOWING EQUIPMENT: 2 X J2 550 TOUCH SCREEN TERMINALS @ £270.00 + VAT 2 X THERMAL PRINTERS @ £40.00 + VAT CONTRACT TO RUN FROM 01/06/2010 TO 31/05/2011 | 620.00 | 620.00 | 108.50 |
| 1.00 | 12 MONTHS REMOTE TELEPHONE SUPPORT CONTRACT ON THE FOLLOWING EQUIPMENT: 1 X POSTMASTER BACK OFFICE SOFTWARE £100.00 + VAT CONTRACT TO RUN FROM 01/06/2010 TO 31/05/2011 | 100.00 | 100.00 | 17.50 |

Delivery Address:

BROMSGROVE RESTAURANT
BLACKWOOD ROAD

BROMSGROVE
WORCESTERSHIRE
B60 1PQ

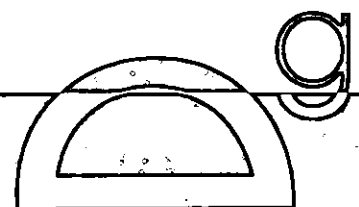
Total Net Amount 720.00
Carriage 0.00
Total VAT Amount 126.00
Invoice Total 846.00

PLEASE MAKE CHEQUES PAYABLE TO: EPOS GROUP

NATIONAL WESTMINSTER BANK, ACCOUNT NUMBER :- 84953004 , SORT CODE :- 60 -17-17

MAINTENANCE INVOICES ARE DUE FOR PAYMENT ON OR BEFORE THE CONTRACT START DATE.
YOUR MAINTENANCE CONTRACT IS NOT FULLY ACTIVE UNTIL EITHER PAYMENT IS RECEIVED IN FULL
OR A DIRECT DEBIT MANDATE HAS BEEN COMPLETED AND PROCESSED BY THE BANK

TERMS: STRICTLY 7 DAYS FROM DATE OF INVOICE



TERMS AND CONDITIONS OF SALE EPOS GROUP

Conditions of sale of Invoice Business Machines Ltd, Asset Epos Systems Ltd, PCL Epos Systems Ltd trading as Epos Group (herein called "the Company") for all Goods sold by the Company (hereinafter called "the Goods") to customers of the Company (hereinafter called "the Customer")

PRECEDENCE OF CONDITIONS

1. The Company only accepts orders for and only sells goods upon and subject to the following conditions. These terms and conditions shall prevail over any terms and conditions of the buyer.

QUOTATIONS

2. All quotations by the Company unless otherwise stated in them shall be open for acceptance within thirty days of the date of the quotation.

PRICES

3. The prices for the Goods exclude packing, insurance and carriage and V.A.T.

PAYMENT

4. (i) All invoices are payable without discount of any kind in pounds sterling within seven days (or 10 if the date of the Company's invoice and in no circumstances shall the Customer be entitled to make any deduction or withhold any payments for any reason at all) without prejudice to any other rights of the Company if the Customer fails to pay the invoice price by the due date the Customer shall not be allowed any discount given that invoice or in any other way agreed and shall pay interest on any overdue amount (from the date on which payment was due to that on which it is made (whether before or after judgement)) at a daily rate of 4% per annum over the base rate from time to time quoted by National Westminster Bank Plc., and reimburse to the Company all costs and expenses (including legal incurred in the collection of any overdue amount).

RISK AND OWNERSHIP

5. (i) Risk of damage to or loss of or any other peril in respect of the goods shall pass to the customer at the time of delivery of the goods to the buyer or to a third party specified by the customer or, if the customer (or any said third party) wrongfully fails to take delivery of the goods, at the time when the company has tendered delivery of the goods.
- (ii) Notwithstanding collection or delivery of the goods and the passing of risk in the goods the ownership of each item of the goods supplied by the company to the customer shall be and shall remain in the company until the Company shall have received in cash or cleared funds payment of:
 - a) the full tax inclusive price of that item; and
 - b) the full tax inclusive price of all other goods supplied by the company at any time to the customer and payment of which is then due.
- (iii) Until such time as ownership of any item of the goods passes to the customer in accordance with the provisions of the condition 5 (ii) the buyer shall at all times hold each item of the goods as fiduciary agent and bailee for the Company and shall keep the goods separate from those of the customer and third parties and properly stored, protected and insured and identified as the property of the Company.
- (iv) a) The company shall have the right (subject as is provided in paragraph (b) below as to the exercise of such right) at any time and from time to time to recover and thereafter permanently to retain possession of any one or more items of the goods supplied (and/or as the Company in the course of the same pursuant to (a) above and to the extent that the customer has not previously exercised the customer's right of re-sale of the goods as provided for in (v) below and the company and any of its duly authorised employees, officers or agents may, if necessary, enter upon the customer's premises for the purpose:
 - b) The company's right to recover possession of any one or more items of the goods supplied to the customer shall become exercisable without any form of prior notice in any one or more of the following events: whereupon the full tax inclusive price of all goods supplied to the customer by the Company shall forthwith become due and payable notwithstanding the provisions of condition (a) at:
 - 1) there being any default in due payment by the customer to the Company of the full tax inclusive price of any item of the goods supplied and any related additional charges;
 - 2) the customer (being a company) passing a resolution or an order being made for the winding-up of the company (other than a winding-up for the purpose of amalgamation or re-constitution) or an administrative receiver being appointed of the whole or any part of the customer's undertaking, business or assets or a petition being presented for the making of an administration order in respect of the customer or the customer entering into any arrangement or composition with or for the benefit of its creditors or being one or more individuals a petition being presented for a bankruptcy order in respect of any one or more of such individuals or any one or more of such individuals entering into any arrangement or composition with or for the benefit of his or her creditors;
- (v) Prior to ownership of any item of the goods passing to the customer in accordance with the provisions of this condition 5 (ii) the customer shall be entitled to re-sell the goods in the ordinary course of its business. Any such re-sale by the customer of the goods shall be between the customer and the Company but not as for concerns the customer and any relevant third party) be made by the customer solely on behalf of and for the account of the Company and the customer shall hold the sale proceeds for and to the order of the company in which shall be vested all legal and beneficial title thereto. The customer's power of sale shall be automatically revoked in any one or more of the events specified in (iv)(b) above.
- (vi) The customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of the Company but if the customer does so all monies owing by the buyer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.

TRADING

6. (i) Where the Company agrees to allow part of the price of any Goods to be discharged in part by the Customer delivering a trade-in to the Company that allowance shall be given and the trade-in shall be accepted as part of the sale price of the Goods on the following conditions:
 - (ii) without the trade-in the absolute property of the Customer and a free from encumbrances or a free subject of a hire purchase agreement or other encumbrance capable of being discharged by the Company for cash and in the latter case the allowance shall be reduced by the amount required to be paid by the Company in settlement of the agreement or other encumbrance;
 - (iii) if the Company has examined the trade-in before the completion of the contract the Customer shall deliver it to the Company on completion of the contract in the same condition as at the date of the examination;
 - (iv) the trade-in shall be delivered to the Company on or before the delivery of the Goods and in any event in fourteen days of notification to the Customer that the Goods have been completed for delivery and the property in the trade-in shall then pass to the Company absolutely;
 - (v) If any of these conditions are not fulfilled the Company shall be under no obligation to accept the trade-in or to make any allowance in respect of it and the Customer shall discharge in cash the full price of the Goods.

CLAIMS NOTIFICATION

7. (i) Any claim that any Goods have been delivered damaged or are not of the correct quantity or do not comply with their description shall be notified by the Customer to the Company within seven days of their delivery.
- (ii) Any alleged defect shall be notified by the Customer to the Company within seven days of the delivery of the Goods or in the case of any defect which is not reasonably apparent upon inspection within seven days of the defect coming to the Customer's attention and in any event in the following periods:
 - for Goods manufactured by the Company 6 months from the date of delivery;
 - for Goods not of the Company's manufacture the warranty period given by the manufacturer.
- (iii) Any claim under this condition must be in writing and must contain full details of the claim.
- (iv) The Company should be afforded reasonable opportunity and facilities to investigate any claims made under this condition and the Customer shall if so requested in writing by the Company promptly return any Goods the subject of any claim and any packing materials securely sealed and carriage paid to the Company for examination.
- (v) The Company shall have no liability with regard to any claim in respect of which the Customer has not complied with the claims procedures in these conditions.

SCOPE OF CONTRACT

8. Under no circumstances shall the Company have any liability of whatever kind for:
 - (i) any defects resulting from wear and tear, accident or improper use by the Customer or use by the Customer except in accordance with the instructions or advice of the Company or the manufacturer of any Goods or neglect or from any instructions or materials provided by the Customer;
 - (ii) any Goods which have been adjusted, modified or repaired except by or at the instance of the Company;
 - (iii) the suitability of any Goods for any particular purpose or use under specific conditions whether or not the purpose or conditions were known or communicated to the Company;
 - (iv) any substitution by the Company of any materials or components not forming part of any specification of the Goods agreed in writing by the Company;
 - (v) any descriptive illustrations, specifications, figures as to performance, drawings and in particular weights and dimensions submitted by the Company contained in the Company's catalogues, price-lists or elsewhere since they are merely intended to give a general representation of the Goods and not to form part of the contract or to be treated as representations;
 - (vi) any technical information, recommendations, statements or advice furnished by the Company to servants or agents not given in writing in response to a specific written request from the Customer before the contract is made; or
 - (vii) any variations in the quantities or dimensions of any Goods or changes of their specifications or substitution of any materials or components if the variation or substitution does not materially affect the characteristics of the Goods and the substituted materials or components are of a quality equal or superior to those originally specified.

EXTENT OF LIABILITY

9. (i) The Company shall have no liability to the Customer for any loss or damage of any nature arising from any breach of any express or implied warranty of condition of the contract or any negligence breach of statutory or other duty on the part of the Company or in any other way but of or in connection with the performance or purported performance of or failure to perform the contract except as expressly stated in these conditions.
- (ii) If the Customer establishes that any Goods have not been delivered damaged or are not of the correct quantity or do not comply with their description the Company shall at its option replace with similar Goods any Goods which are missing lost or damaged or do not comply with their description allow the Customer credit for their invoice value or repair any damaged Goods.
- (iii) If the Customer establishes that any Goods are defective the Company shall at its option replace with similar Goods or repair any defective Goods, allow the Customer credit for their invoice value or to the extent that the Goods are not of the Company's manufacture assign to the Customer so far as the Company is able to do so any remedies given by the manufacturer of the Goods to the Company.
- (iv) The delivery of any repaired or replacement Goods shall be at the Company's premises or at the delivery point specified for the original Goods.
- (v) Where the Company is liable in accordance with this condition in respect of only some or part of the Goods the contract shall remain in full force and effect in respect of the other or other parts of the Goods and no set-off or claim shall be made by the Customer against or in respect of such other or other parts of the Goods.
- (vi) No claim against the Company shall be entertained from any defect arising from any design or specification provided or made by the Customer or if any adjustments, alterations or other work has been done to the Goods by any person except the Company.
- (vii) The Company shall not be liable where any Goods the price of which does not include carriage or loss or damage in transit and all claims by the Customer shall be made by the Customer against the carrier. Replacement for such or damaged Goods will if available be supplied by the Company at the prices ruling at the date of despatch.
- (viii) In no circumstances shall the liability of the Company to the Customer under this condition exceed the invoice value of the Goods.
- (ix) The Customer acknowledges that no consequential liability of the Company (even where the Company has been advised of the possibility of such loss or damage) for any loss or damage whatsoever caused by defects in any of the Software and the negligence of the Company, its employees, agents or sub-contractors in performing its obligations under this Agreement and breach of the Agreement by the Company.

GENERAL

10. (i) The Company may sub-contract the performance of the contract in whole or in part.
- (ii) The Customer shall not assign the contract in whole or in part without the consent in writing of the Company.
- (iii) The Company shall have a lien and the Customer's property in the Customer's possession for all amounts due at any time from the Customer and may use sell or dispose of that property as agent for and at the expense of the Customer and apply the proceeds in or towards the payment of such amounts on twenty-eight days' notice in writing to the Customer. On accounting to the Customer for any balance remaining after payment of any amounts due to the Company and the costs of sale or disposal the Company shall be discharged of any liability in respect of the Customer's property.
- (iv) The Company may at its discretion suspend or terminate the supply of any Goods if the Customer fails to make any payment when and as due or otherwise defaults in any of its obligations under the contract or becomes insolvent has an Administrative Receiver appointed to its business, or is compulsorily or voluntarily wound up or the Company believes that any of those events may occur and in case of termination may forfeit any deposit paid.
- (v) If the Goods are manufactured in accordance with any design or specification provided or made by the Customer the Customer shall compensate the Company in full or on behalf of its agents and brokers of any nature in connection with their liability for any claim whether actual or alleged that the design or specification infringes the rights of any third party.
- (vi) Except for any which it is expressly agreed shall be included in the contract all materials, drawings, specifications, tools, patents and other data provided by the Company shall remain its property and all technical information, patentable or unpatentable copyright and registered designs arising from the execution of any orders shall become the property of the Company.

SOFTWARE

11. (i) The entire and exclusive liability and remedy for breach of this limited warranty for Software shall be limited to replacement of defective media or documentation and shall not include or extend to any claim for or right to recover any other damages, including but not limited to loss of profit, data or use of the software or special incidental or consequential damages or use of the software or special incidental or consequential damages or other similar claims even if the Company has been specifically advised of the possibility of such damages. In no event will the Company's liability for any damages to the Customer or any other person ever exceed the paid price of the licence to use the software, regardless of the form of the claim.
- (ii) Software is sold without support unless a support contract is expressly included in the scope of supply.
- (iii) The Company makes no representation or warranty that the software or documentation are: "error-free", or meet any Customer's particular standards, requirements or needs. In all events any implied warranty, representation, condition or other term is limited to the physical media and is limited to the duration of the limited warranty.

CONFIDENTIAL INFORMATION

12. (i) For the purpose of this Agreement "Confidential Information" means only information concerning the business, accounts, financial information and clients of the Customer and The Company from time to time whether in written or electronic form or otherwise which is of a nature or is expressed in writing to be confidential and the elements of the Software and Documentation.

UNAUTHORISED DISCLOSURE OF INFORMATION

13. (i) The Company and the Customer shall take all necessary steps to prevent unauthorised disclosure of Confidential Information to third parties.
- (ii) The provisions of Clause 13 shall not apply to information that:
 - is already in the possession of the receiving party unless obtained or derived from Confidential Information provided to the receiving party by the other party;
 - is received by the receiving party from a third party without similar restrictions and without breach of the Agreement;
 - is furnished to a third party by the providing party without a similar restriction on the third party's use;
 - is or becomes publicly known, otherwise than by a breach of this Agreement by the receiving party or is disclosed pursuant to the requirement or request of a Government agency or order of the Courts;
- (iii) Notwithstanding the above, the Company shall be entitled to provide software partners with information relating to the Customer in connection with the sales of Software in accordance with the Company's obligations to these partners.

CANCELLATION

14. (i) In the event that customer wishes to cancel an order or fails to meet any of the payment obligations (whether as to the amounts or dates of payment) detailed on the order form then the Company may (but without being obliged to do so and without prejudice to any other right or remedy available to the company) apply a cancellation charge of 50% of the total order.
- (ii) If the customer wishes to cancel then written notice of such wish must be forwarded to the customers by Recorded delivery Post and any such notice shall be deemed served on the day (not being a Saturday or Sunday or Public Holiday) two days following the date of posting.

BANKRUPTCY

15. In the event of the customer becoming bankrupt or insolvent or committing any act of bankruptcy or insolvency or going into liquidation or in the event that a Receiver or Administrator or Administrative Receiver is appointed in respect of any of its assets then The Company reserves the right to terminate the contract with The Customer and the Cancellation Charges shall apply.

FORCE MAJEURE

16. The Company shall not be liable for any failure in the performance of any of its obligations under this contract caused by factors outside its control.

JURISDICTION

17. The law governing this Agreement shall be English law. The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to determine any disputes which may arise out of, under or in connection with this Agreement.

THE COMPANY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS EXPRESSED OR IMPLIED INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ALL OTHER IMPLIED TERMS ARE EXCLUDED.