

1. INTERPRETATION

In these Conditions the following words have the following meanings:

- (a) "the Company", "Krome", "We", "Our" and "Us" means Krome Technologies Ltd.
- (b) "the Customer", "You", and "Your" mean the person seeking to purchase Goods from Us.
- (c) "the Goods" any goods and/or Services to be supplied by Us.
- (d) "the Contract" any contract between the Company and the Customer for the sale and purchase of the Goods / Services, incorporating these Conditions.

2. CONSTRUCTION

Words importing the singular number include the plural and vice versa.

3. APPLICATION OF TERMS

This agreement contains the terms and conditions that apply to your purchase from Krome on orders for computer systems, software and related products and services sold in the United Kingdom. By accepting delivery of the Goods the Customer agrees to be bound by and accepts these terms and conditions. Krome reserve the right to amend these terms and conditions at any time. In the event of a change in the terms, Krome will notify the customer within 14 working days. The customer reserves the right to reject the changes in the terms and any current projects or agreements will continue under the previous revision of the terms and conditions, however no new agreements will be entered into until terms are agreed upon and accepted. No terms or conditions endorsed upon, delivered with or contained in the Customers purchase order, confirmation of order, specification or other document will form part of the Contract simply as a result of such document being referred to in the Contract. These terms and conditions may only be varied where such variation is in writing and signed on behalf of Krome.

4. THE CONTRACT

Quotations do not constitute an offer and may be withdrawn or modified until a final agreement is made in writing or confirmed by email. Krome reserves the right to refuse any order. All Goods are offered subject to availability and the Customer's order will be accepted when We allocate Goods to Your order. If Goods ordered are not available We will seek Your agreement to substitutes when We will supply the Goods unless You have previously specified otherwise. Once accepted orders may be cancelled only with our written agreement. Goods are only supplied on a sale or return basis if We have agreed in writing prior to each such sale and returned Goods must in Our sole discretion be re-sellable at full list price by Us.

5. PRICING, SPECIFICATIONS & AVAILABILITY

Prices, specifications and availability of products are subject to change without notice. Any typographical, photographic or specification error in product, pricing, or offers is subject to correction. Krome may change its pricing, product description or specification after any order confirmation or response email but prior to shipment due to errors, changing market conditions, product discontinuation, unavailability, or any other reason. In this instance the customer reserves the right to cancel their order. Quoted prices do not include shipping, sales taxes or insurance unless specifically stated.

6. PAYMENT

Terms of payment shall be determined at Krome's sole discretion. Payment in cash is required on or before each delivery unless We have agreed in writing to give You credit. 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, the arrangements for payment or Your credit rating is not satisfactory to Us. Where standard credit terms have been agreed payment shall be made within 30 days of delivery according to the terms shown on the invoice. In the event of default in payment by the Customer, Krome may take possession of the Goods on the Customers premises or elsewhere, and all rights of action for trespass or other causes are waived. 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.

7. DELIVERY AND ACCEPTANCE OF GOODS

(a) Delivery of the Goods will occur when the Goods are placed at disposal of the Customer and risk of loss or damage to the Goods then passes to the Customer. In these circumstances, Krome may agree to arrange carriage of the Goods for the Customer, but it will do so as the agent of the Customer and delivery will occur and risk will pass when the Goods are placed at the disposal of the carrier. The Customer shall pay to Krome its charges for carriage incurred upon the Customer's behalf.

(b) Krome may agree to sell and deliver the Goods to the Customer without a separate charge being made for delivery. In these circumstances, delivery will occur and risk will pass to the Customer when the Goods are left at the premises where the Customer has requested that they be carried and (without limiting any other means) the execution of an acknowledgment of delivery by a person apparently in the employ of an occupier of those premises will be conclusive evidence of delivery.

(c) The Customer acknowledges 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 of this Contract. The Customer shall not be relieved of any obligation to accept the Goods by reason of any delay in delivery.

(d) If Krome determines that it is or may be unable to deliver the Goods within a reasonable time or at all, due to factors outside of Krome's reasonable control, Krome may terminate this Contract and Krome shall not be liable to the Customer for any damage, loss or expense whatsoever arising out of such termination, however any payment on the contract should be reimbursed.

(e) Krome reserves the right to deliver the Goods by instalments and to invoice the Customer for each instalment of Goods delivered where, in the opinion of Krome, it is reasonable to do so. Failure by the Customer to pay for any instalments shall entitle Krome to withhold delivery of any remaining Goods.

(f) Krome shall not be liable for any damages whatsoever whether direct or indirect (including for the avoidance of doubt any liability to any third party) resulting from and delay by Us in delivery of the Goods or failure to deliver the Goods in a reasonable time where such delay or failure is caused by circumstances outside of Krome's control.