

SALE AGREEMENT GENERAL CONDITIONS 10/2007

1. DEFINITIONS

"Charges": Means the payment due to IKON in respect of the sale of the Products as specified in the Order;

"Confidential Information": Means all information identified in writing as being confidential, which is obtained from the Customer by IKON, or from IKON by the Customer or is generated by IKON in connection with the Sale Agreement;

"Order": Means the document attached to these General Conditions specifying the Products, the Charges and any other information relevant for the performance of the Sale Agreement;

"Products": Means the equipment, accessories, software or other products specified in the Order;

"Site": Means the location where the Products are to be delivered as specified in the Order.

2. SITE

2.1 The Customer shall at its cost prepare the Site and provide sufficient facilities to enable IKON to deliver and install the Products. If requested by the Customer, IKON shall prepare or inspect the Site and such work will be charged to the Customer as an additional charge. The Customer is responsible for ensuring that its information technology system is compatible with the Products.

2.2 The Customer shall give IKON access to the Site and to the Products at any time.

3. INSTALLATION AND TRAINING

3.1 IKON will deliver and install the Products and provide training for an additional charge as specified in the Order. Additional charges may be made for connection and configuration to an information technology system.

4. PAYMENT

4.1 IKON shall invoice the Charges on delivery.

4.2 The Customer shall pay IKON within thirty (30) days of the invoice date.

4.3 All payments shall be made in full on the due dates for payment without any deduction, set-off or counterclaim for damages or any other reason. This is an essential term of this Agreement.

4.4 If the Customer wishes to dispute the Charges, written notice must be received by IKON within twenty (20) days of the date of the invoice.

4.5 Without prejudice to any other rights it may have, IKON reserves the right to charge interest at the current legal rate plus two percent (2%) on all overdue payments, such interest payments to run from the due date of payment until payment in full is received (both before and after any judgment) and/or to suspend the performance of the Sale Agreement until payment in full, including any accrued interest, is received.

5. PASSING OF RISK & TITLE

5.1 Liability for loss or damage to Products shall pass to the Customer upon delivery at the Site. The Customer is liable for and must be insured against any damages or loss caused by or to the Products.

5.2 Title to the Products and all rights in the software (if any) shall be retained by IKON until payment of the Charges and additional charges in full.

5.3 In the event of default in any payment, IKON shall have, in addition to its rights under the law, the right to repossess the Products upon simple notification by IKON, at the Customer's cost and risk.

6. SOFTWARE

6.1 The Customer shall enter into all software licences required by the licensors including licences (if any) for software included within the Products.

6.2 In the event of any conflict between the terms of the applicable licensor's licence agreement and the Sale Agreement, the licensor's conditions shall prevail only in relation to the software.

7. IKON'S WARRANTY

7.1 IKON can help the Customer to select Products based on the requirements specified by the Customer, but their assessment and selection remains the Customer's sole responsibility. IKON warrants that any Products at the time of delivery will be free from any and all liens and encumbrances of any party. The Customer acknowledges that IKON acts as a reseller only of the Products that IKON neither designs, publishes nor manufactures any of the Products.

7.2 EXCEPT AS EXPRESSLY SET FORTH IN THE SALE AGREEMENT OR AS REQUIRED BY LAW, THE PRECEDING IS IKON'S ONLY WARRANTY CONCERNING THE PRODUCTS PROVIDED TO CUSTOMER, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. NO WARRANTIES ARE CREATED BY ANY COURSE OF DEALING BETWEEN THE PARTIES, COURSE OF PERFORMANCE, TRADE USAGE OR INDUSTRY CUSTOM.

8. CUSTOMER'S UNDERTAKINGS

8.1 The Customer undertakes to:

(i) supply all assistance, documentation and other information necessary for IKON to deliver the Products;

(ii) maintain current backups of all data and adequate virus protection systems for its business.

9. IKON'S LIABILITY

9.1 IKON shall not be liable, neither statutory nor pursuant to this Sale Agreement, to the Customer for any indirect losses, including but not limited to loss of profits, goodwill,

consequential losses, loss of data or infection of any computer system with a virus, or any other type of indirect loss such as loss or damage suffered by the Customer as a result of an action brought by a third party.

9.2 IKON's liability to the Customer for any direct loss to the Customer's property arising from the use or supply of the Products shall at all times be limited to the amount of EUR 1,000,000. IKON's liability for any direct loss, other than to the Customer's property arising from the use or supply of the Products shall in no event exceed the Charges made to the Customer under this Sale Agreement.

9.3 IKON shall not be liable for imperfect work caused by any inaccuracies in specifications or information supplied by the Customer.

9.4 IKON has calculated the Charges and additional charges on the basis that it is not responsible for any other risks.

9.5 Nothing in this Agreement is intended to exclude IKON's liability for intentional act or omission (opzet) or conscious recklessness (bewuste roekeloosheid) caused by its executive officer (leidinggevende ondergeschikte) or death or personal injury caused by IKON's negligence.

10. INTELLECTUAL PROPERTY

10.1 IKON's pre-existing proprietary rights shall remain with IKON and nothing in the Sale Agreement serves to grant the Customer any rights in any intellectual property embodied in a solution developed by IKON on behalf of the Customer, including but not limited to (i) all patent, copyright, trade mark and other intellectual property rights therein; and (ii) all methodologies, processes, techniques, ideas, concepts, trade secrets and know-how embodied in the solution.

11. FORCE MAJEURE

11.1 IKON may, without liability, delay performance or cancel the Sale Agreement on account of force majeure or other circumstances beyond its control including, but not limited to, acts of God, war, riot, fire, earthquake, explosion, flood, strike, lockout, injunction or telecommunications, electrical or source of supply failure, or the unavailability of services, personnel, products or materials.

12. CONFIDENTIALITY

12.1 Neither party shall, without the previous written consent of the other, use, publish or disclose to any person, nor cause nor permit any of its servants, agents or sub-contractors to use, publish or disclose any Confidential Information which it has received from the other, otherwise than for the performance of its duties under the Sale Agreement, other than Confidential Information: (i) which becomes generally available in the public domain other than by its unauthorised disclosure by the receiving party; or (ii) which has or may come into the possession of one party otherwise than in breach of a duty of confidence to the other party; or (iii) which is already in the possession of a party with the right to disclose; or (iv) which is required to be disclosed by law.

13. ASSIGNMENT AND SUBCONTRACTING

13.1 The Customer shall not, without IKON's prior written consent, assign any benefit or obligation under the Sale Agreement in whole or in part.

13.2 IKON may, assign any benefit or obligation under the Sale Agreement in whole or in part or subcontract the performance of any of its obligations under the Sale Agreement. The subcontracting by IKON of any of its obligations under the Sale Agreement in whole or in part shall not relieve IKON of its responsibility for the performance of its obligations to the Customer.

14. TERMINATION

14.1 IKON or the Customer may terminate the Sale Agreement with immediate effect on written notice if the other party is in material breach of any term of the Sale Agreement provided that it has notified the other party in writing of the breach and given the other party not less than thirty (30) days in which to correct the breach.

15. GENERAL PROVISIONS

15.1 The Sale Agreement sets forth the entire understanding between the parties and supersedes all prior agreements, arrangements and communications, whether oral or written, with respect to the supply of Products. Any purchase order issued by the Customer shall be for its administrative purposes only and none of its terms and conditions shall be of any force or effect against IKON. No other agreements, representations or warranties, whether oral or written, shall be deemed to bind the parties with respect to the Sale Agreement.

15.2 The Sale Agreement may not be modified or amended except by mutual written agreement signed by authorised signatories of both parties.

15.3 The waiver of a breach or default by either party shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

15.4 Any notice to be served shall be in writing and served upon the recipient at its address set out in the Order by registered post.

15.5 Save as otherwise expressly provided all Charges and Additional Charges are expressed exclusive of value added tax ("VAT") and any VAT arising in respect of any supply shall be paid to IKON by the Customer in addition to such charges.

15.6 Headings to clauses are for the purpose of information and identification only.

15.7 The Sale Agreement shall be governed by and construed in accordance with Dutch law and the parties submit to the non-exclusive jurisdiction of the courts of Amsterdam.