

TERMS AND CONDITIONS  
FOR THE SUPPLY OF PRODUCTS AND SERVICES AND SOFTWARE

1. Definitions and Interpretation

- 1.1 The following are the definitions of the terms used in these Terms and Conditions unless otherwise expressly stated in any agreement in respect thereof.
- 1.2 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the meanings:

**“Acceptance Certificate”**

**“Agreement”**

**“Customer”**

**“Supplier”**

**“Products”**

**“Services”**

- 1.3 Any reference to a business day which is not a weekend or public holiday shall mean a business day in the United Kingdom.
- 1.4 The headings in these Terms and Conditions shall not affect their meaning.

2. Customer Orders

Customer orders, if accepted, shall be subject to these Terms and Conditions and to the availability of Products and Services.

3. Price Lists

Price lists, catalogues and other material supplied by the Company do not constitute contractual offers. Subject to sub-clause 4.3 of these Terms and Conditions, the price of any such materials may be subject to change at any time prior to the date of purchase by the Company and the Customer into a binding Agreement.

S

A

M

P

L

E

S

A

M

P

L

E

4. **Quotations**

- 4.1 All quotations are subject to these Terms and Conditions and shall be valid for << as otherwise stated on the quotation.
- 4.2 The Company reserves the right to review or amend any quotation prior to the Agreement.
- 4.3 The Company reserves the right to review or amend any quotation following the Agreement where:
  - 4.3.1 Products or Services are supplied by the Supplier;
  - 4.3.2 the Supplier is not providing Products or Services to the Company; or
  - 4.3.3 specifications or requirements are varied by the Supplier.

5. **Product Specifications**

- 5.1 The Company shall endeavour to advise the Customer of any variations to Product Specifications prior to the Company of such variations.
- 5.2 Where changes to Product Specifications significantly alter the price or fitness for purpose of the Product and the Customer shall agree upon such changes in writing or the supply of alternative Products.
- 5.3 Changes to Product Specifications provide grounds for cancellation of Customer orders unless such changes is agreed to in writing by the Company and the Customer.

6. **Hardware and Software Products**

- 6.1 Products shall be supplied on the terms and conditions of use for such Products by the Supplier at the time of delivery.
- 6.2 The Company gives no warranty in respect of Product that is purchased by the Customer for resale to the Customer but shall take reasonable steps to assist the Customer in pursuing warranty claims against the relevant Supplier.
- 6.3 Unless otherwise specified, the Company shall only deliver non-modifiable and non-transferable copies of Software.
- 6.4 The Customer must comply with the terms of the Supplier's software licenses.

7. **Delivery and Acceptance**

- 7.1 Unless it is agreed otherwise, delivery shall be to the Customer's address as specified in the Agreement.
- 7.2 The Company shall be liable for any shortfalls in delivery or variation from Product specifications if a written claim in writing is made by the Customer within << days of delivery.
- 7.3 In circumstances where the Company has attempted to physically deliver Products to the Customer and the Customer is unable or unwilling to accept such delivery, the Company shall be liable for the cost of the failed delivery.

S

in addition to any a  
accept delivery, a n  
the Customer is un  
Agreement as appr  
terminate the Agree  
Conditions.

pts. If the Customer is unable to  
mutual agreement of the parties. If  
the parties shall seek to vary the  
ment or the Customer shall seek to  
with Clause 18 of these Terms and

7.4 Where the necessit  
the Customer shall  
signature any defec

eed in advance and not otherwise  
Acceptance Certificate stating on

7.5 Acceptance of a d  
occur on the signing  
be recorded on the

eptance Certificate is deemed to  
e date of delivery, which date shall

7.6 The Company shall  
invoice the Custom

ceptance Certificate be entitled to

7.7 If, as a result of def  
of Services, the Cu  
further work may be  
Company shall use  
delay.

elivery of Products or the provision  
a required Acceptance Certificate,  
rties to remedy such defects. The  
rs to undertake such work without

7.8 If, as a result of def  
of Services, the Cust  
subsequently uses  
provided without pr  
Company then the C

elivery of Products or the provision  
required Acceptance Certificate and  
ware or the results of Services  
remedial work on the part of the  
ave accepted the same.

**8. Warranty**

8.1 Subject to Clause  
Product which is d  
directly by the Com  
Customer is that th  
professional standa  
its own expense an  
or which develops o  
or performance of th

nd Conditions and in respect of  
e Company or Services provided  
ty given by the Company to the  
cordance with normally accepted  
y as is reasonably possible and at  
ny relevant Acceptance Certificate  
days after delivery of the Product

8.2 The Company does  
not materially affect  
absence of a prior v

oducts are free from minor errors  
errors shall not be rectified in the  
contrary.

8.3 The undertaking giv  
altered by any part  
any platform or in a

not apply if the Product has been  
y or has been operated or run on  
riate for the Product.

**9. Return of Products**

9.1 The return of Produ  
any circumstance w  
any reason then the

discretion of the Company but in  
es to accept return of Products for

9.1.1 advise the C  
Products by

days from the date of delivery of  
on(s) for the return of Products;

A

M

P

L

E

S

9.1.2 obtain a <<returns form>> from the Company prior to any return of Products to the Company;

9.1.3 complete and return the <<returns form>> to arrive at the Company no later than the date of delivery of Products by the Company;

9.1.4 properly pack Products for return in original packing where possible and include a description of the Products to be returned;

9.1.5 return the Products in the same condition in which they were received to arrive at the Company no later than <<14>> days from the date of delivery of Products by the Company;

9.1.6 take no action to claim any insurance or other cover that may cover the Products.

9.2 The Company shall reimburse the Customer to the Customer a reasonable amount for the cost of return delivery (including any administration charges, postage, and the staff time spent in respect of return of Products) and the Customer shall reimburse the Company within <<14>> days of the date of the invoice.

## 10. Title and Risk

10.1 Risk of loss or damage to any tangible item shall pass to the Customer on delivery of the item to the Customer or his agent.

10.2 The legal and beneficial ownership of Products and/or associated material supplied as part of the Services shall remain with the Company until payment in full of the invoice for the Products and associated material has been received by the Company in accordance with the Terms and Conditions of the Agreement.

10.3 Until such payment in full of the invoice for the Products and/or associated material has been received by the Company, the Company may without prejudice to the above, store the Products and/or associated material on the Customer's premises by its servants or agents for that purpose.

10.4 Where a licence shall be granted to the Customer then the Customer shall reimburse the Supplier and/or the Company to the extent of the benefit of the licence until payment in full has been received by the Company.

## 11. Charges

11.1 The Company shall invoice the Customer an invoice or series of invoices in Pounds Sterling for the value of Products and Services.

11.2 Charges specified in the invoice, if applicable, shall be payable by the Customer at the time of supply.

11.3 Unless specified in the invoice and Conditions:

11.3.1 all Products shall be paid for on the date of despatch to the Customer or collection by the Customer or his agent; and

11.3.2 all Services shall be paid for in advance.

11.4 Without prejudice to the above, the Company may have in respect of any Products and/or Services, or other monies payable pursuant to the Agreement, a claim against the Customer.

A

M

P

L

E

S

to the Agreement,  
above the base rate  
well as before jud  
Company from the c

arge interest at the rate <<3>>%  
from time to time in force, after as  
due from the Customer to the  
il payment is received.

11.5 In the case of sup  
responsible for all  
whatever nature.

de the UK the Customer shall be  
duties or other similar taxes of

11.6 Where travel and  
<<5>>% administr  
expenses as surch  
within <<14>> days

are incurred by the Company, a  
ded to these expenses and such  
to the Company by the Customer

A

**12. Payment**

12.1 The time stipulated  
failure to pay withi  
explanation from th  
render the Custome

he essence of the Agreement and  
shall, in the absence of a written  
n duly accepted by the Company,  
e Agreement.

12.2 Invoices shall be pa  
a particular charge  
the invoice date.

y within any other period stated for  
ent no later than <<30>> days of

12.3 If payment of any i  
immediately on the  
Customer's solvend

it shall become automatically due  
y act or proceeding in which the

M

**13. Customer's Obligations**

13.1 During the continua

e Customer shall:

13.1.1 provide, fre  
communicat  
and access  
and shall pro  
Company to  
particular, th  
shall provide  
Products;

able usage of machine time,  
suitable working accommodation  
e Company to fulfil the Agreement  
environment or platform to enable the  
or test run any Product and, in  
the Company that the Customer  
able of receiving the Services or

13.1.2 furnish the  
information a  
of the Servic

pon receipt of a request such  
reasonably require for the provision

13.1.3 nominate p  
Agreement a  
with the Con

any of the Services under the  
tive to be its prime point of contact  
ance of the Agreement;

13.1.4 ensure the a  
provided to t

all data and technical information

13.1.5 allow the C  
purpose of  
Agreement  
Company in

ccess to its employees for the  
cussion in connection with the  
employees cooperate fully with the  
of the Services;

P

L

E

S

13.1.6 provide free  
Company to

Location as is necessary by the  
ns under the Agreement; and

13.1.7 ensure that  
provision of  
without price  
equipment is  
or replacing

the Company for the purpose and  
be modified, changed or removed  
of the Company. Where such  
removed then the cost of restoring  
recovered from the Customer.

13.2 The Company and  
other fully and effe  
property or injury  
omission, wilful mis  
or agents.

emnify each other and keep each  
st any loss of or damage to any  
sons caused by negligent act or  
contract by the other, its employees

A

14. **Performance**

14.1 The Company shall  
dates for despatch  
stated in the Agree  
the contrary, such  
shall not be binding  
fails to despatch or  
by such date or dat  
a breach of the Ag  
Agreement as there  
whole or in part  
consequential loss

avours to comply with any day or  
and for the supply of Services as  
ent contains express provisions to  
ly statements of expectation and  
g used its reasonable endeavours  
to supply or complete the Services  
g, such failure shall not constitute  
r shall not be entitled to treat the  
nd it or any ancillary Agreement in  
n for such failure or for any  
efrom.

14.2 When expedited de  
necessitates overtir  
the Company for th  
shall pay the same

e Company and the Customer and  
sts, the Customer shall reimburse  
time payment or other costs and  
voice.

14.3 If performance of t  
through default of  
generality of the fo  
accept delivery of t  
Company shall be  
Services already p  
additional costs the  
<<30>> days of inv

ded at the request of or delayed  
g, but without prejudice to the  
ncorrect instructions, or refusal to  
for a period of <<30>> days, the  
the then prevailing rates for the  
plied or ordered and any other  
stomer shall pay such sums within

M

P

15. **Business Associates and**

15.1 The Company may  
out of the Agree  
associates shall be

igations or responsibilities arising  
associates. Performance by such  
ce by the Company.

15.2 The Customer may  
way.

r burden of the Agreement in any

15.3 At the written req  
discretion, agree to  
evidenced in writing

the Company may, at its sole  
ment. Such agreement must be

L

E

S

A

M

P

L

E

16. **Proprietary Rights**

16.1 Unless otherwise specified, all proprietary rights in the software, documentation supplied with the software and all parts and copies thereof shall remain the property of the Supplier.

16.2 In respect of software, the rights are vested in the Company only a non-exclusive licence for the purpose for which the software has been purchased by the Customer is deemed to be granted by the Company and the Customer fulfils all of their relevant obligations under the Agreement.

ment, copyright and all other associated documentation and any Services and all parts and copies thereof, for third party Products, in the

rights are vested in the Company only a non-exclusive licence for the purpose for which the software has been purchased by the Customer is deemed to be granted by the Company and the Customer fulfils all of their relevant obligations under the Agreement.

17. **Liability**

17.1 The following provisions shall limit the Supplier's entire liability for the acts and omissions of the Supplier and its employees to the Customer in respect of:

17.1.1 any breach of the Agreement and

17.1.2 any representation or warranty, including negligence, made by the Supplier in connection with the Agreement.

any's entire liability (including any liability for the acts and omissions of its employees) to the Customer in respect of:

omissions arising out of the Agreement;

any fictitious or tortious act or omission, including negligence, made by the Supplier of or in connection with the Agreement.

17.2 The Customer's attention is drawn to the following provisions:

17.2.1 the Company shall not be liable to the Customer for death or injury resulting from its own negligence shall not be limited;

17.2.2 any act or omission of the Company falling within this clause shall constitute an "Event of Default"; and

17.2.3 subject to the provisions of the Agreement, the Company shall accept liability to the Customer in respect of the tangible property of the Customer resulting from the negligence of the Company or its employees or agents employed by the Company.

following provisions:

Customer for death or injury resulting from its own negligence shall not be limited;

any act or omission of the Company falling within this clause shall constitute an "Event of Default"; and

subject to the provisions of the Agreement, the Company shall accept liability to the Customer in respect of the tangible property of the Customer resulting from the negligence of the Company or its employees or agents employed by the Company.

17.3 Subject to the provisions of the Agreement:

17.3.1 the Company's liability in respect of any Event of Default shall be limited to the actual loss suffered by the Customer in respect of any goodwill or any type of special interest or loss or damage suffered by the Customer as a result of the Event of Default (including loss or damage suffered by the Customer as a result of the Event of Default) even if such loss was reasonably foreseeable by the Company had been advised of the possibility of the Event of Default occurring the same. If a number of Events of Default shall be reasonably attributable to the same loss then they shall be treated as a single Event of Default to only one claim under this Agreement;

Event of Default shall be limited to the actual loss suffered by the Customer in respect of any goodwill or any type of special interest or loss or damage suffered by the Customer as a result of the Event of Default (including loss or damage suffered by the Customer as a result of the Event of Default) even if such loss was reasonably foreseeable by the Company had been advised of the possibility of the Event of Default occurring the same. If a number of Events of Default shall be reasonably attributable to the same loss then they shall be treated as a single Event of Default to only one claim under this Agreement;

17.3.2 the Company shall not be liable to the Customer in respect of any goodwill or any type of special interest or loss or damage suffered by the Customer as a result of the Event of Default (including loss or damage suffered by the Customer as a result of the Event of Default) even if such loss was reasonably foreseeable by the Company had been advised of the possibility of the Event of Default occurring the same. If a number of Events of Default shall be reasonably attributable to the same loss then they shall be treated as a single Event of Default to only one claim under this Agreement;

the Customer in respect of any goodwill or any type of special interest or loss or damage suffered by the Customer as a result of the Event of Default (including loss or damage suffered by the Customer as a result of the Event of Default) even if such loss was reasonably foreseeable by the Company had been advised of the possibility of the Event of Default occurring the same. If a number of Events of Default shall be reasonably attributable to the same loss then they shall be treated as a single Event of Default to only one claim under this Agreement;

17.3.3 the Company shall not be liable to the Customer in respect of any goodwill or any type of special interest or loss or damage suffered by the Customer as a result of the Event of Default (including loss or damage suffered by the Customer as a result of the Event of Default) even if such loss was reasonably foreseeable by the Company had been advised of the possibility of the Event of Default occurring the same. If a number of Events of Default shall be reasonably attributable to the same loss then they shall be treated as a single Event of Default to only one claim under this Agreement;

to the Customer in respect of any goodwill or any type of special interest or loss or damage suffered by the Customer as a result of the Event of Default (including loss or damage suffered by the Customer as a result of the Event of Default) even if such loss was reasonably foreseeable by the Company had been advised of the possibility of the Event of Default occurring the same. If a number of Events of Default shall be reasonably attributable to the same loss then they shall be treated as a single Event of Default to only one claim under this Agreement;

S

17.4 The Customer here days in which to ren

Company not less than <<30>> t.

17.5 Nothing in this clau which it would not o

or remedy upon the Customer to ed.

18. **Cancellation of Order**

The Customer shall not Service(s) or any part ther loss of Profit and all cos respect of the Product(s) receipt by the Company of

any order for Product(s) and/or which reimburse the Company for ses incurred by the Company in y part thereof up to the date of cellation form the Customer.

A

19. **Termination**

19.1 Without prejudice t Conditions or of an by notice in writing i

ontained within these Terms and any may terminate the Agreement ents:

19.1.1 the Custom incapable of

reach of the Agreement which is

19.1.2 the Custom but which th notice by the remedy.

reach which is capable of remedy edy within <<14>> days of written e event of default and requiring its

M

19.2 The Company and terminate the Agre appointed, shall pa purpose of amalgar that effect, if the ot its creditor(s) or sha a material breach in

y notice in writing to the other all have a receiver or liquidator ding up (otherwise than for the , if a Court shall make an order to composition or arrangement with ch an event shall be deemed to be

P

20. **Consequences of Termin**

20.1 Any termination of accrued rights or lia of the Agreement;

ever caused shall not affect any npany or the Customer arising out

20.2 On termination of t forthwith to the documentation and possession of the C

reason, the Customer shall return s and all copies thereof, the herewith and other items in the roperty of the Company.

L

21. **Intellectual Property Inde**

21.1 The Company shall and against all los arising out of any registered designs provided that the C

Customer and its employees from st and expense resulting from or fringement of patents, copyright, erty rights belonging to any party

E

S

- 21.1.1 notify the Company of any allegation or infringement;
- 21.1.2 make no admission without the Company's consent; and
- 21.1.3 at the Company's request, allow the Company to conduct and/or settle all negotiations and give the Company all reasonable assistance.

22. Confidentiality

- 22.1 The Company and the Customer shall keep confidential the following:
  - 22.1.1 the Agreement, any information obtained under, or in connection with, the Agreement; and
  - 22.1.2 all oral communications and information of any kind made by either party or its representatives or advisors pursuant to the Agreement.
- 22.2 The provisions of this Clause shall apply to:
  - 22.2.1 any disclosure contained in Clauses 22.1.1 and 22.1.2 for which consent of both parties has been obtained;
  - 22.2.2 any information disclosed in otherwise than as a result of a breach of the Agreement;
  - 22.2.3 information disclosed in the possession of the receiving party prior to disclosure to the receiving party; and
  - 22.2.4 information disclosed to any person who is free to divulge the same.
- 22.3 The Company and the Customer shall ensure that those employees who have access to confidential information only to the extent necessary for the use of the Product(s) and shall ensure that they are aware of and comply with these obligations as to confidentiality.
- 22.4 The obligations of confidentiality shall come into effect on the date of the Agreement and shall continue in force notwithstanding the termination of the Agreement.

A

M

P

23. Health and Safety

- 23.1 The Customer shall take all necessary precautions to ensure the health and safety of the Company and the Customer's premises.
- 23.2 The Company shall not be liable to the Customer in any civil proceeding brought by the Customer under any Health and Safety Regulations, except in so far as liability is prohibited by law.
- 23.3 The Customer shall not be indemnified or held liable in respect of any liability, monetary or otherwise, incurred or indirectly by the Company under any Regulations, or any claim or demand thereunder arising or resulting from the Customer's use of the Product(s).

L

E

S

A

M

P

L

E

**24. Notices**

24.1 Any notice pursuant to clause 23.1 of the Company or the Agreement shall be sent by prepaid recorded delivery (airmail if overseas) to the party to receive such notice at the address shown in the Agreement or to such other address as shall be notified in writing from time to time.

24.2 Any notice delivered by recorded delivery shall be deemed (in the absence of evidence to the contrary) to be received 48 hours after the time of despatch it shall be deemed to have been received upon receipt of a correct transmission report.

24.3 Any notice sent by recorded delivery shall be deemed to have been received upon receipt of a correct transmission report.

be in writing signed by a Director authorised by a Director of the Company and shall be sent by prepaid recorded delivery to the party due to receive such notice at the address shown in the Agreement or to such other address as shall be notified in writing from time to time.

deemed to be received when recorded delivery shall be deemed (in the absence of evidence to the contrary) to be received 48 hours after the time of despatch it shall be deemed to have been received upon receipt of a correct transmission report.

shall be deemed to have been received upon receipt of a correct transmission report.

**25. Arbitration**

Subject to the agreement between the Company and the other party to the Agreement, such a dispute shall be referred to the arbitration of a single Arbitrator to be appointed by the then President of the Law Society of England and Wales.

any dispute or difference shall arise out of or in connection with any matter relating to or arising out of the Agreement shall be referred to the arbitration of a single Arbitrator to be appointed by the then President of the Law Society of England and Wales.

**26. Waiver**

The rights and remedies of the Company under the Agreement shall not be diminished, waived or extinguished by the failure of the other party to exercise or enforce any such rights or remedies.

The rights and remedies of the other party under the Agreement shall not be diminished, waived or extinguished by the failure of the Company to exercise or enforce any such rights or remedies.

**27. Severance**

If at any time any one or more provisions of the Agreement or any other part of the Agreement is held to be, or becomes, void or otherwise unenforceable under any applicable law the same shall be deemed omitted and the enforceability of the remaining provisions of the Agreement shall not in any way be affected or impaired thereby.

If at any time any one or more provisions of the Agreement or any other part of the Agreement is held to be, or becomes, void or otherwise unenforceable under any applicable law the same shall be deemed omitted and the enforceability of the remaining provisions of the Agreement shall not in any way be affected or impaired thereby.

**28. Variation**

No variation in the provisions of the Agreement shall be made in writing and signed on behalf of both the Company and the other party.

No variation in the provisions of the Agreement shall be of any effect unless made in writing and signed on behalf of both the Company and the other party.

**29. Set-Off**

Neither the Company nor the other party shall set-off any sums in any manner against any sums due to it from the other party.

Neither the Company nor the other party shall set-off any sums in any manner against any sums due to it from the other party.

from payments due or sum  
any other agreement at any

any claim under the Agreement or

### 30. Force Majeure

30.1 In the event that ei  
the Agreement by  
including but not lin  
or lockout (subject t  
breach of its obliga  
give notice of this  
resume performanc

from fulfilling its obligations under  
vening event beyond its control  
emergency, flood, earthquake, strike  
party shall not be deemed to be in  
ment. The party shall immediately  
must take all reasonable steps to

30.2 Sub-clause 30.1 sh  
such action has bee

ect to strikes and lockouts where  
o incapacitated.

30.3 Each party shall be  
Agreement and all  
rights under this Ag

er damages for any breach of this  
urred by that party in enforcing its

30.4 If and when the pe  
Agreement shall  
otherwise in writing.

exceeds <<6>> months then this  
unless the parties first agree

### 31. Non Solicitation

Neither the Customer nor  
for a period of <<6>> mon  
or entice away from the o  
without written consent of t

g the term of the Agreement and  
ntice away or endeavour to solicit  
has worked under the Agreement

### 32. Law and Jurisdiction

The Agreement shall be g  
England and Wales. A  
adjudicated in that Jurisdic

ed in accordance with the laws of  
it or its interpretation shall be