

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 is not a weekend or public holiday 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 brochures do not constitute contractual offers. Subject to sub-clause 4.3, such materials may be subject to change at any time prior to the formation of a binding Agreement.

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conditions under which << >> (“the Company”) sells computer software and supplies related services. These Terms and Conditions shall, unless otherwise stated, apply to the subject matter of any agreement in respect thereof. In the context otherwise requires, the following expressions shall have the meanings:

“Acceptance Certificate” shall be used in conjunction with the Acceptance Certificate signed by the Customer on the date of acceptance of that delivery;

“Agreement” means any agreement entered into between the Supplier and the Customer to which these standard Terms and Conditions apply;

“Customer” means any individual, business, or other organisation with whom the Supplier enters into any contracts;

“Supplier” means the Supplier of Products or Services to the Customer;

“Products” means hardware, software and associated services supplied by the Company; and

“Services” means any services supplied by the Company.

business days - that is any day which is not a weekend or public holiday in the United Kingdom.

The headings in these Terms and Conditions are for convenience only and shall not affect their meaning.

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

Price lists, catalogues and brochures do not constitute contractual offers. Subject to sub-clause 4.3, such materials may be subject to change at any time prior to the formation of a binding Agreement between the Company and the Customer into a binding Agreement.

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4. **Quotations**

- 4.1 All quotations are conditional on the Customer's acceptance of these Terms and Conditions and shall be valid for << as otherwise stated on the quotation.
- 4.2 The Company reserves the right to accept, reject, vary or amend any quotation prior to the Agreement.
- 4.3 The Company reserves the right to accept, reject, vary or amend any quotation following the Agreement where:
 - 4.3.1 Products or Services are not available from the Supplier;
 - 4.3.2 the Supplier is unable to provide 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 by providing formal notification to the Company of such variations.
- 5.2 Where changes to Product Specifications significantly alter the price or fitness for purpose of the Product, the Customer shall agree upon the application of such changes in writing before the Supplier's supply of alternative Products.
- 5.3 Changes to Product Specifications shall not provide grounds for cancellation of Customer orders unless such cancellation 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 the Supplier's standard terms and conditions of sale 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 accept and use the Software in accordance 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 not be liable for any shortfalls in delivery or variation from Product specifications unless a written claim in writing is made by the Customer within << days of delivery.
- 7.3 In circumstances where the Supplier has attempted to physically deliver Products to the Customer and the Customer is unable or unwilling to accept such delivery, the Customer shall be liable for the cost of the failed delivery.

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7.4 Where the necessit
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7.5 Acceptance of a d
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7.6 The Company shall
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a required Acceptance Certificate,
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8. Warranty

8.1 Subject to Clause
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days after delivery of the Product

8.2 The Company does
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contrary.

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9. Return of Products

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9.1.1 advise the C
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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 in their original packing where possible and include a description of the Products;

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, insurance and the staff time spent in respect of return of Products) and the Customer shall return the Products to 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 the 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 Company shall retain 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 in 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 Terms and Conditions:

11.3.1 all Products shall be invoiced on the date of despatch to the Customer or his agent; and

11.3.2 all Services shall be invoiced in advance.

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

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to the Agreement, above the base rate as well as before judgment of the Company from the date of the

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

11.5 In the case of supply of goods outside the UK the Customer shall be responsible for all duties or other similar taxes of whatever nature.

outside the UK the Customer shall be responsible for all duties or other similar taxes of whatever nature.

11.6 Where travel and <<5>>% administrative expenses as surcharge within <<14>> days

are incurred by the Company, a surcharge shall be added to these expenses and such surcharge shall be payable to the Company by the Customer

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12. Payment

12.1 The time stipulated for payment shall be the essence of the Agreement and failure to pay within the stipulated time shall, in the absence of a written explanation from the Customer, constitute a breach of the Agreement and render the Customer liable for the consequences thereof.

the essence of the Agreement and failure to pay within the stipulated time shall, in the absence of a written explanation from the Customer, constitute a breach of the Agreement and render the Customer liable for the consequences thereof.

12.2 Invoices shall be payable within the period stated for payment within any other period stated for payment no later than <<30>> days of the invoice date.

within any other period stated for payment no later than <<30>> days of the invoice date.

12.3 If payment of any invoice shall become automatically due immediately on the occurrence of any act or proceeding in which the Customer's solvency is in question.

it shall become automatically due immediately on the occurrence of any act or proceeding in which the Customer's solvency is in question.

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13. Customer's Obligations

13.1 During the continuance of the Agreement the Customer shall:

the Customer shall:

13.1.1 provide, free of charge, suitable working accommodation and access to the Services and shall provide the Company to fulfil the Agreement and shall provide the Company to fulfil the Agreement in particular, the Customer shall provide the Company with suitable working accommodation and access to the Services and shall provide the Company to fulfil the Agreement;

able usage of machine time, suitable working accommodation and access to the Services and shall provide the Company to fulfil the Agreement in particular, the Customer shall provide the Company with suitable working accommodation and access to the Services and shall provide the Company to fulfil the Agreement;

13.1.2 furnish the Company with information and data reasonably require for the provision of the Services;

upon receipt of a request such information and data reasonably require for the provision of the Services;

13.1.3 nominate personnel to be its prime point of contact with the Company in connection with the Services;

any of the Services under the Agreement shall be its prime point of contact with the Company in connection with the Services;

13.1.4 ensure the accuracy of all data and technical information provided to the Company;

all data and technical information provided to the Company;

13.1.5 allow the Company access to its employees for the purpose of discussion in connection with the Services; employees cooperate fully with the Company in connection with the Services;

access to its employees for the purpose of discussion in connection with the Services; employees cooperate fully with the Company in connection with the Services;

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13.1.6 provide free
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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

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14. **Performance**

14.1 The Company shall
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stated in the Agree
the contrary, such
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fails to despatch or
by such date or dat
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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
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14.2 When expedited de
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shall pay the same

e Company and the Customer and
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time payment or other costs and
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14.3 If performance of t
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Company shall be
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for a period of <<30>> days, the
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15. **Business Associates and**

15.1 The Company may
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15.2 The Customer may
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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 and the Customer is deemed to be granted a license for the purpose for which the software has been provided by the Company and the Customer fulfils all of their relevant obligations.

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 and the Customer is deemed to be granted a license for the purpose for which the software has been provided by the Company and the Customer fulfils all of their relevant obligations.

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 contract and

17.1.2 any representation, 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 for damage to the tangible property of the Customer resulting from the negligence of the Company or its employees or agents.

following provisions:

the Company shall not be liable to the 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 for damage to the tangible property of the Customer resulting from the negligence of the Company or its employees or agents.

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 good will 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 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 good will 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;

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17.3.3 the Company shall not be liable to the Customer in respect of any good will 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 Company shall not be liable to the Customer in respect of any good will 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;

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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.

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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

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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

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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.

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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

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- 21.1.1 notify the Company of any alleged allegation or infringement;
- 21.1.2 make no admission of liability 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 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.

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23. Health and Safety

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

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24. Notices

24.1 Any notice pursuant to the Agreement of the Company or of any subsidiary of the Company and 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 the United Kingdom.

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 the United Kingdom.

26. Waiver

The rights and remedies of the Company under the Agreement shall not be diminished, waived or extinguished by the negligence, forbearance or extension of time by the other party not exercising any such rights or remedies.

The rights and remedies of the Company under the Agreement shall not be diminished, waived or extinguished by the negligence, forbearance or extension of time by the other party in asserting or exercising 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 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 of any effect unless made in writing and signed on behalf of the Company.

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

29. Set-Off

Neither the Company nor the other party shall set-off any sums in any manner.

Neither the Company nor the other party shall set-off any sums in any manner.

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any other agreement at any

any claim under the Agreement or

30. Force Majeure

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give notice of this
resume performanc

from fulfilling its obligations under
vening event beyond its control
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party shall not be deemed to be in
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must take all reasonable steps to

30.2 Sub-clause 30.1 sh
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o incapacitated.

30.3 Each party shall be
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30.4 If and when the pe
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31. Non Solicitation

Neither the Customer nor
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has worked under the Agreement

32. Law and Jurisdiction

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