

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 under which << >> ("the Company") sells computer software and supplies related services. The definitions shall, unless otherwise expressly stated in the subject matter of 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" shall mean a document to be used in conjunction with the Products or Services signed by the Customer on the date of acceptance of that delivery;

"Agreement" shall mean any contract entered into between the Company and the Customer to which these standard Terms and Conditions apply;

"Customer" shall mean any individual, business, or other organisation with whom the Company enters into any contracts;

"Supplier" shall mean the Company or its Products or Services to the Customer;

"Products" shall mean hardware, software and associated documentation supplied by the Company; and

"Services" shall mean any services supplied by the Company.

- 1.3 Any reference to a business day shall mean a business day - that is any day which is not a weekend or public holiday in the United Kingdom.

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

2. Customer Orders

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

3. Price Lists

Price lists, catalogues and brochures issued by the Company do not constitute contractual offers. The prices in such materials may be subject to change at any time prior to the Company and the Customer into a binding Agreement.

4. Quotations

- 4.1 All quotations are conditional on the 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 giving 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 and the supply of alternative Products.
- 5.3 Changes to Product Specifications shall provide grounds for cancellation of Customer orders unless otherwise 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 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 unless 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.

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8. Warranty

8.1 Subject to Clause
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8.2 The Company does
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8.3 The undertaking giv
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9. Return of Products

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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 within <<14>> days from the date of delivery of Products by the Company;

9.1.4 properly pack the 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 within <<14>> days from the date of delivery of Products by the Company;

9.1.6 take no action to obtain insurances that may cover the Products.

9.2 The Company shall reimburse to the Customer a reasonable administration charge not more than the cost of return delivery 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 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 by 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 has been received by the Company. Products and associated material supplied as part of the Services has been received by the Company in accordance with the Agreement.

10.3 Until such payment in full has been received by the Company any of its rights reverts to the Company and it may enter the Customer's premises by its servants or agents for that purpose.

10.4 Where a licence shall be granted by the Supplier and/or the Company to the Customer then the Customer shall not derive the benefit of the licence until payment in full has been received by the Company.

11. Charges

11.1 The Company shall issue to 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 shall include Value Added Tax which, if applicable, shall be payable by the Customer at the time of supply.

11.3 Unless specified in the invoice and Conditions: subject to Clause 7 of these Terms

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

11.3.2 all Services shall be provided to the Customer in advance.

11.4 Without prejudice to the above, the Company may have in respect of any failure by the Customer to pay the invoice or other monies payable pursuant to the Agreement.

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12. Payment

12.1 The time stipulated
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12.2 Invoices shall be pa
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12.3 If payment of any i
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13. Customer's Obligations

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suitable working accommodation
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environment or platform to enable the
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the Company that the Customer
able of receiving the Services or

13.1.2 furnish the
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reasonably require for the provision

13.1.3 nominate pr
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13.1.4 ensure the a
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all data and technical information

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

13.1.6 provide free of charge to the Company to

13.1.7 ensure that the equipment provided for the provision of the Services shall not be modified, changed or removed without prior written consent of the Company. Where such equipment is removed then the cost of restoring or replacing the equipment shall be recovered from the Customer.

13.2 The Company and the Customer shall indemnify each other and keep each other fully and effectively indemnified against any loss of or damage to any property or injury to persons caused by negligent act or omission, wilful misfeasance or contract by the other, its employees or agents.

14. Performance

14.1 The Company shall endeavour to comply with any day or dates for despatch or completion of the Services stated in the Agreement. In the absence of such provisions, the contrary, such dates shall not be binding on the Company. If the Company fails to despatch or complete the Services by such date or date, it shall not constitute a breach of the Agreement as there shall be no consequential loss or damage to the Customer.

14.2 When expedited despatch or completion of the Services necessitates overtime or other special arrangements, the Company for the extra costs incurred shall pay the same to the Customer.

14.3 If performance of the Services is delayed through default of the Company, the Customer shall be entitled to reject the Services already provided and the Company shall be liable to pay to the Customer additional costs the Customer may incur within <<30>> days of invoice.

15. Business Associates and Subcontractors

15.1 The Company may engage the services of subcontractors or associates out of the Agreement. The Company shall be responsible for the performance of such subcontractors or associates shall be the responsibility of the Company.

15.2 The Customer may engage the services of subcontractors or associates in any way. The Customer shall be responsible for the performance of such subcontractors or associates shall be the responsibility of the Customer.

15.3 At the written request of the Customer, the Company may, at its sole discretion, agree to engage the services of subcontractors or associates. Such agreement must be evidenced in writing.

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

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17.4 The Customer hereby agrees to pay the Rental Fee within the number of days in which to render the same.

Company not less than <<30>>
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17.5 Nothing in this clause shall be construed to require the Contractor to perform any work which it would not otherwise be required to perform.

or remedy upon the Customer to
ed.

18. Cancellation of Order

The Customer shall not be entitled to a refund of the Service(s) or any part thereof, in the event of a total or partial loss of Profit and all costs incurred by the Customer in respect of the Product(s) until the receipt by the Company of

any order for Product(s) and/or which reimburse the Company for expenses incurred by the Company in any part thereof up to the date of cancellation from the Customer.

19. Termination

19.1 Without prejudice to the above, the Contractor shall be bound by the Conditions or of any contract entered into by notice in writing.

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

19.1.1 the Customer is incapable of

reach of the Agreement which is

19.1.2 the Customer may not be entitled to a refund, but which the Customer may be entitled to a remedy by the Supplier.

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remedy within <<14>> days of written
the event of default and requiring its

19.2 The Company and terminate the Agreement, appointed, shall pay the purpose of amalgamation that effect, if the other its creditor(s) or shareholder a material breach in

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20. Consequences of Termin

20.1 Any termination of
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of the Agreement;

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

20.2 On termination of the Agreement, the Contractor shall deliver forthwith to the Employer all documents, data, drawings, specifications, documentation and other materials in the Contractor's possession or control.

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

21. Intellectual Property Index

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

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

- 21.1.1 notify the Company of the alleged 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 to the extent of the proof.

22. Confidentiality

- 22.1 The Company and the Customer shall keep confidential the following:
 - 22.1.1 the Agreement, the terms of the agreement of the other party 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 received by the receiving party prior to disclosure;
 - 22.2.4 information disclosed by the receiving party 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 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.

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 where the liability is prohibited by law.
- 23.3 The Customer shall indemnify the Company in respect of any liability, monetary or otherwise, incurred by or indirectly by the Company under the Agreement or thereunder arising or resulting from the Customer's breach of the Agreement.

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 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.

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 posting (6 days if sent by airmail) provided that sufficient to show that the notice was properly posted.

24.3 Any notice sent by recorded delivery 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 or difference shall arise between the Company and the other party to the Agreement, such a dispute or difference 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 or of any subsidiary of the Company shall not be diminished, waived or extinguished by the failure of the Company or of any subsidiary of the Company to exercise any such rights or remedies.

27. **Severance**

If at any time any one or more of the provisions of the Agreement or of any subsidiary of the Company shall be 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 or of any subsidiary of the Company 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 to the Agreement shall set-off any sums in any manner

be in writing signed by a Director authorised by a Director of the Company and shall be sent by prepaid recorded delivery (airmail if overseas) 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.

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, paragraph, subparagraph or any other part of the Agreement shall be 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.

all be of any effect unless made in writing and signed on behalf of the Company.

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any claim under the Agreement or

30. **Force Majeure**

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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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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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32. **Law and Jurisdiction**

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it or its interpretation shall be