

## Terms and Conditions

### General Terms and Conditions

1. These Terms and Conditions **override all and any other conditions or representations, including any, which appear on any of your documentation, unless we agree otherwise in writing.**

2. All contracts are governed by English law and come under the exclusive jurisdiction of the English courts.

### ORDERS

3. Contracts are only formed and become binding when you place an Order with us and we expressly confirm our acceptance of Your Order or deliver the Products.

### PAYMENT

4. You agree to pay our invoices in full within 30 days of the date of invoice without any deduction or withholding on any account.

5.1 If payment is not received in full within 90 days of the date of invoice, you agree to pay interest on the unpaid amount at 5% more than the Bank of England base rate, to be charged daily from the invoice due date as specified in section 4 above and invoiced monthly.

5.2 If payment is not received in full, along with interest payments within 180 days of the date of invoice, we will take measures to recover the debt through the County Court Money Claims Centre.

### LIABILITY

6. You agree that to the extent permitted by law and except as otherwise expressly stated in these Conditions all other liability is excluded by us. In particular You and We agree that neither will be liable to the other, or anyone else under any circumstances whether in contract, tort or otherwise for any of the following losses or damage (whether such losses or damage were foreseen, foreseeable, known, or otherwise): **loss of revenue; loss of actual or anticipated profits (including for loss of profits on contracts); loss of money; loss of anticipated savings; loss of business; loss of opportunity; loss of goodwill; loss of reputation; loss of, damage to or corruption of data; or any indirect or consequential loss or damage howsoever caused (including, for the avoidance of doubt, whether such loss or damage is of the type specified herein).**

7. You agree to indemnify us and keep us indemnified against any claim or legal proceedings brought against us as a result of you breaching this Agreement.

### SOFTWARE

8. All the rights in the Software belong to the people who license it. You have no rights in it, but you are allowed to use it in accordance with the terms outlined in the contract or other terms as notified to you. Except to the extent by Law, you agree not to copy, modify, merge, decompile, disassemble, reverse engineer or make available or disclose the Software in whole or in part to any third party. Software is supplied subject to any terms and conditions stipulated by any relevant third-party licensor of the Software. If required by the Software licensor you also agree to enter into a separate License agreement with it for the Software. The terms of such Software License shall prevail to the extent of any inconsistency with these Conditions.

### DELIVERY AND INSTALLATION

9. Unless we agree otherwise in writing all delivery and, where applicable, installation dates are estimates and we are not liable for any loss, costs, expense, liability, or damages you or someone else suffers because we did not meet these estimated dates.

10. You agree that someone on your behalf and date the delivery note that comes with Equipment and/or Software to prove that they have been delivered. The person who signs the delivery note should also print his/her name on it. The delivery note is proving that the Equipment and/or Software on it have been delivered. We will not accept claims for shortages.

11. You agree to follow the applicable manufacturer's instructions for the products and to ensure that those authorised to use the Products are adequately trained.

12. You agree to make available to us free of charge all information and access to any equipment, personnel, materials, premises and other facilities and resources, which we reasonably require, to allow us to carry out our obligations.

13. You agree to comply with all applicable statutes, regulations, by-laws and third-party contracts and licenses and to obtain any consents or licenses necessary for the intended use of the Product or any Software used by you, prior to delivery or commencement of the Service.

14. We may transfer our side of any Contract in whole or in part to an associated company. You agree that our arrangements for Services provided under these conditions may include the use of sub-contractors.

15. We are not liable for delaying or not carrying out, any of our duties if caused by circumstances beyond our control.

### SALE TERMS

16. We retain the title in the Equipment until we have received payment for it in full. You have not paid in full until the amount has been credited to our bank account.

17. When we have delivered the Equipment to you, are liable for the risk of any loss or damage to it. The will remain your risk unless we take the Equipment back so you should insure yourself against loss or damage.

18. Until title has passed in the Equipment You must not do, or allow anything to be done, which is inconsistent with our ownership of it. In particular, you must not alter or sell it or otherwise dispose of it. You must ensure it can be identified as belonging to us.

19. If you do not make Your payments when they are due, or if before title has passed in the Equipment, You commit any act of bankruptcy, go into liquidation, have a receiver appointed to manage all or part of Your assets or become insolvent then We may enter Your property without giving notice, to take the Equipment back and demand **any money You owe Us** under the Contract.

20. When there is a shortage of Equipment for reasons beyond our control, we will distribute as much Equipment as we can to our customers depending on availability.

### SOLUTIONS TERMS

21. You agree to take all reasonable precautions to safeguard your business including, all software and data and to minimise potential loss or disruption. In particular You agree to take full backups of all Your software and data at all reasonable times, including prior to Us conducting any work on Your systems and to implement effective audit controls, working methods virus checking controls and data security measures.

22. We do not represent that the operation of any Software will be uninterrupted or error free. For the avoidance of doubt, we do not represent that any Solution will continue to meet the User Requirements should your hardware, operating system or network operating system, client application software or other software application utilities change following successful completion of acceptance trials.

### EXCLUSIONS

23. **Unless agreed otherwise in writing by Us, Services do not cover work needed;**

- Because You have not used, stored (including failure to provide correct environment conditions) or handled the Equipment of Software properly or because You are in breach of the terms of any contract or have not followed Our written instructions for the Equipment and/or Software, or those of the manufacturer;
- Because of any disconnection and reconnection of the Equipment, including any preparation necessary for safe transit; on a bank or public holiday; before 9am or after 5pm Monday to Thursday and before 9am or after 4pm Friday or other working hours agreed by us in writing; If you have used spare parts or replaceable items (such as toner cartridges or other parts) which are not approved by us;
- Because of the installation of, damage to, or modification of the Equipment, and/or Software **by someone other than Our representatives or because of changes required by You or a third party.**
- Because you connected other fittings or accessories to the Equipment and/or Software, which we have not approved; because of external causes outside our control which shall include accident, disaster or burglary.
- Because of any malfunction or specific requirements of any other item of hardware or software which you have linked to the Equipment and/or Software; in respect of items not included in the contract. To correct errors in any software not supplied by us.
- Because data is lost or damaged.
- Because You have made changes to the Equipment or Software or Software configuration, operating or network operating system, client application software, other software application utilities or other items of hardware.
- Because you have altered Your User Requirements (where relevant) without Our written agreement.
- Because you have not installed any error correction that we issue for the Software or have otherwise not followed our instructions or advice.
- Because you have not complied with the Contract terms.

We may at our discretion provide Services in the above circumstances, which would be charged at our current hourly rate and materials charges. All consumable items as defined by the equipment manufacturer are excluded & are chargeable