

# TERMS & CONDITIONS

## 1 DEFINITIONS

In these Terms and Conditions

- (a) The Company means HANDD Business Solutions Limited
- (b) The Purchaser includes the person, firm, corporation, company or any other body whatsoever who places one or more orders with the Company for the supply of goods or services
- (c) The Goods. Means goods or services supplied by the Company to the Purchaser

## 2 APPLICABLE TERMS

All orders whether made in writing, by telephone or by other means are accepted, and all goods are supplied by the Company subject only to the terms and conditions contained herein. Other terms and conditions (including any written terms and conditions of the Purchaser) apply only if they are confirmed in writing by the Company and no variation of these terms and conditions under which orders are accepted and goods are supplied shall be effective unless that variation is confirmed in writing by the Company and signed on behalf of the Company by a Director.

## 3 ACCEPTANCE OF ORDERS

3.1 Orders placed by the Purchaser for supply of goods shall constitute an irrevocable contractual commitment on the part of the Purchaser to purchase from the Company the specified goods subject to the terms and conditions herein.

3.2 Any request on the part of the Purchaser to cancel, amend or reschedule any order or part thereof shall be accepted only at the discretion of the Company and shall be subject to any specific terms as may be then stipulated by the Company in connection with such cancellation, amendment or rescheduling.

3.3 The Company reserves the right at any time to decline to accept or fulfil any order or part of any order placed by the Purchaser, if the purchaser has paid for the good a full refund will be provided.

3.4 The Company reserves the right to not issue a written acknowledgement of any order placed by the Purchaser and the absence of such acknowledgement shall not prejudice the Company's rights to supply and receive payment for the goods specified in said order subject to the terms and conditions herein.

## 4 RIGHTS AND LIMITATIONS

You may not, and may not permit or aid others to, translate, reverse engineer, decompile, disassemble, update, modify, reproduce, duplicate, copy, distribute or otherwise disseminate all or any part of the Software, or extract source code from the object code of the Software. The Software is licensed as a single product; you may not separate its component parts for use on multiple systems or for any other purpose. You may not assign, sublicense, transfer, pledge, lease, rent, or share your rights under this Agreement.

## 5 QUOTATIONS AND PRICES

5.1 Quoted prices are valid for 30 days from the date of the quotation.

5.2 Prices shown on any quotation are exclusive of any Value Added Tax.

## 6 PAYMENT

6.1 Payment is due in £ Sterling within 30 days following the date of any non disputed invoice, unless expressly agreed otherwise in writing by the Company. In the event of payment not being received within 30 days the Company shall have the option to charge interest on the non disputed overdue balance outstanding at the rate of 3% per annum above the current Bank of England Base Rate.

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6.2 The Purchaser will not be entitled by reason of any claim against the Company to withhold payment of the price of the goods, or to claim any right of set-off against any payment due to the Company under this or any other contract.

6.3 The granting of any credit by the Company to the Purchaser shall be at the Company's absolute discretion.

### **7 REPRESENTATIONS**

Whilst the Company takes every precaution in the preparation of its software catalogues, data sheets, price lists and other literature, these documents and the particulars therein are for the Purchasers general guidance only and shall not constitute representations by the Company and the Company shall not be bound thereby.

### **8 RISK AND PASSING OF PROPERTY**

8.1 Risk in the goods shall pass to the purchaser when the goods are delivered to the purchaser or it's Agent.

8.2 Notwithstanding the risk in the goods passing in accordance with Clause 8.1 title in the goods will not pass to the Purchaser until the Company has received payment for the goods although the purchaser is licensed by the Company to use the goods delivered.

8.3 Until title in the goods passes:-

8.3.1 The Purchaser will hold the goods as fiduciary agent and bailee for the Company.

8.3.2 The goods shall be kept separate and distinct from all other property of the Purchaser and of third parties and in good and substantial repair and condition and be sorted in such a way as to be clearly identifiable as belonging to the Company.

8.3.3 The Purchaser's right to use shall automatically cease if the Purchaser has a petition presented for its winding-up or passes a resolution for voluntary winding-up otherwise than for the purpose of bonafide amalgamation or reconstruction, or compounds with its creditors or has a receiver appointed of all or any part of its assets or (being an individual) becomes bankrupt or insolvent or enters into any arrangement with his creditors or takes or suffers any similar action in consequence of debts or carries out or undergoes any analogous act or proceeding under foreign law.

### **9 WARRANTY & RETURN OF GOODS**

Limited warranty. During the evaluation period which lasts 30 days, and has already been undertaken, no warranties are provided by the licensor in connection with the Software. Following the evaluation period, and subject to the full payment of the applicable license fees, licensor Warrants, for your benefit only, that the media on which the software is provided will be free from defects in material and workmanship under normal use for a period of twelve (12) months from the date of the permanent license.

Licensor does not warrant that the software shall be error free or that it shall meet your requirements. This limited Warranty is void if failure of the software has resulted from accident, abuse, unauthorized use or misapplication. Except for the warranty set forth above, the software media and the software are Licensed "as is", and licensor disclaims any and all other warranties, whether Express or implied, including, without limitation, any implied warranties of Merchantability, fitness for a particular purpose, performance, accuracy, and reliability.

### **10 MAINTENANCE AND SUPPORT.**

Following the Evaluation Period, and in connection with Software granted a Permanent License, you may purchase maintenance and support services from the Company. The use and installation of any updates, upgrades, patches or other software you may receive or purchase from the Company in connection with your use of the Software, shall also be subject to and governed by the terms of this Agreement.

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10.1 Standard Support Coverage. Licensor & HANDD shall provide to licensee unlimited telephone support and remote diagnostic assistance during the normal business hours (9:00am to 6:00pm UK time) Excludes UK Bank Holidays. Licensor/HANDD shall respond to support calls within (1) hour of the initial call for such support by licensee.

10.2 Licensor/HANDD shall provide to licensee software updates and enhancements when made available.

### 11 EXCLUSIONS OF LIABILITY

11.1(a) Nothing in these terms and conditions shall exclude or restrict the Company's liability for death or personal injury resulting from its negligence.

11.1(b) The Purchaser acknowledges the price of the goods would be higher were the following exclusions not agreed:

11.2 Unless caused by the negligence of the company, its employees or agents or otherwise. The Company shall not be liable to the Purchaser by reason of any representation or any implied warranty or condition or other term or any duty at common law or under these terms and conditions for any consequential loss or damage (whether for loss of profit or otherwise) costs expenses or other claims for consequential compensation whatsoever which arise out of or in connection with the supply of the goods or their use by the Purchaser except as expressly provided by these conditions.

11.3 Except with respect to the company's obligations under clause 15 (Third Party Rights) the Company's total liability for any one claim or for the total of all claims arising from any one act or default of the Company (whether arising from the Company's negligence or otherwise) shall not exceed the price of the goods.

### 12 FORCE MAJEURE

The performance of all contracts is subject to variation or cancellation by the Company owing to any Act of God, war, strikes, fire, flood, drought, tempest or any other cause beyond the control of the Company or owing to any inability by the Company to procure materials or articles required for the performance of the contract and the Company shall not be held responsible for any inability to deliver caused by any such contingency, however if the goods have already been purchased a full refund will be provided.

### 13 THIRD PARTY CLAIMS

The Company will defend or, at its option, settle, any action, claim or proceeding brought against the Purchaser to the extent that it is based upon an assertion that any of the Goods used in accordance with the terms of this Agreement infringe upon a copyright, patent or trade secret of any third party (an "Infringement Claim"), and will indemnify and hold the Purchaser harmless against all damages awarded and reasonable costs and expenses incurred in connection with such Infringement Claim, provided that the Purchaser promptly notifies the Company in writing of the claim.

### MISCELLANEOUS

The Company reserves the right to alter any product and no representation or warranty is given that the goods are, or will be identical to goods which may have been sold previously to the Purchaser, excepting that the same or better functionality shall be provided.

In any case where these Terms and Conditions of Sale conflict with any provision of the Sale of Goods Act 1979 or any subsequent modification or re-enactment thereof, these Terms and Conditions of Sale shall prevail.

These Terms and Conditions of Sale shall be governed and construed in the accordance with the laws of England and their parties submit to the exclusive jurisdiction of the English Courts. The headings of the terms and conditions are for convenience only and shall have no effect on the interpretation hereof.