Terms and Conditions of Sale for Compsoft (UK) Ltd ("Compsoft") and the party or parties contracting to purchase Goods and or Services.

All orders are accepted subject to the terms and conditions of sale last set out below. These terms and conditions, or any relevant special terms and conditions agreed in exceptional circumstances and any such variations or special terms and conditions will only apply with the written agreement of a Director of Compsoft.

1. Definitions

In these conditions:

"Client" means the person who accepts a quotation of Compsoft and whose order is actioned by Compsoft.

"Client Input Material" means any documents or other materials and any other data, software, sources, Intellectual Property rights or other information whatsoever provided by the Client prior to or during the term of this Agreement.

"Conditions" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any variation or special terms and conditions agreed in writing between a Director of Compsoft and the Client.

"Contract" means the contract for the purchase and sale of the Goods or Services subject to these Conditions.

"Fixed Cost/Fixed Specification" means Services where the Client engages Compsoft to deliver a piece of work to an agreed Specification for a pre-agreed price.

"Goods" means computer software and hardware, including Output Material, details of which are to be supplied to the Client on Compsoft's quotation.

"Intellectual Property" means all patents, trade marks, trade secrets, copyright, databases, rights of database, domain names, any rights in any invention, discovery or process, know-how and rights in secret or confidential information (including technical and commercial trade secrets) and all other intellectual property rights in each case whether registered or not and including any application for registration and renewals or extensions or reissues of such rights which may subsist in any part of the world.

"Licence" means the terms and conditions provided with each piece of software supplied or delivered by Compsoft or, if no terms and conditions are provided, the standard terms and conditions for that piece of software in effect at that time.

"Licenced Software" means a computer program and any related documents created by Compsoft for general sale and licensed to the Client.

"Output Material" means any documents or other materials and any data, software, source code, Intellectual Property rights or other information developed or created by Compsoft specifically for the purpose of fulfilling the Contract.

"Saas Service Provider" means the third party responsible for operating a Software as a Service solution.

"Specifications" means the provision of consultancy, design, development, testing or support services by Compsoft's employees and agents.

"Third Party Service Provider" means any person or organization to whom Compsoft has sub-contracted any aspect of the Services.

"Third Party Software" means any software in which the Intellectual Property is owned by a third party which is supplied by Compsoft to the Client under this Agreement.

"Time and Materials" means Services where the Client engages Compsoft to provide suitably qualified personnel working either at Compsoft or the Client's offices in return for payment of an agreed hourly or daily rate.

2. Interpretation

a) All references to any statute or statutory or other legislative provision shall be interpreted as a reference to the same as amended, consolidated or re-enacted and to (2) any statute or provision that amends, extends, consolidates or replaces the same and in each case includes all instruments, regulations, other subordinate legislation or orders made under the relevant statute or statutory or other legislative provision.

b) A reference to any gender shall include the other and neuter gender and a reference to any person in the singular shall include a reference to the plural and vice versa.

c) References to "indemnify" and "indemnifying" any person in relation to any circumstance include any representation which is not confirmed or accepted by Compsoft.

d) The headings are inserted for convenience only and shall not affect the construction of these terms and conditions.

3. Quotations and Acceptance

(a) Quotations given by Compsoft are valid for 30 days (except where otherwise stated). A binding contract of supplies shall be entered into with Compsoft of the Client which matches the Compsoft quotation and subject to the provisions of clause 4 (b) below.

(b) Compsoft will not accept any variation or modification of these terms or conditions or any other quoted terms or conditions unless the same are specifically agreed by a Director of Compsoft in writing. The placement of any order by a Client shall be deemed to constitute acceptance of these terms.

4. Basis of the Sale

(a) Compsoft shall sell and the Client shall purchase the Goods and Services in accordance with the written quotation of Compsoft and these Conditions shall govern the Contract to the exclusion of any other terms and conditions specified by the Client, unless agreed by Compsoft in writing.

(b) Compsoft its employees and agents are not authorised to make any representation concerning the Goods and Services unless confirmed by Compsoft in writing. In entering into the contract, the Client acknowledges that it does not regard that it does not regard and waives any claim for breach of any such representations which are not so confirmed.

(c) Any advice or recommendations given by Compsoft its employees or agents to the Client's employees or agents as to the application or use of the Goods which is not confirmed in writing by Compsoft is followed or acted upon entirely at the Client's own risk and accordingly Compsoft shall not be liable for any such advice or recommendation which is not so confirmed.

(d) Any typographical clerical or other error or omission in any sales literature, quotation list, price list, acceptance of order, invoice or other document or information issued by Compsoft shall be subject to correction without any liability on the part of Compsoft.

5. Orders and Specifications

(a) The Client shall be responsible to Compsoft for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Client, and for giving Compsoft any necessary information relating to the Goods or Services within a sufficient time to enable Compsoft to perform the Contract in accordance with the terms, and time shall not be deemed to be of the essence of the Contract.

(b) The quantity and quality description of any specification for the Goods or Services shall be set out in Compsoft's quotation with such amendments as are accepted by Compsoft in writing.

(c) Compsoft reserves the right to make any changes in the specification of the Goods or Services which are required to conform with any applicable safety or other statutory requirements or, where the Goods or Services are to be supplied to Compsoft's specification, which do not materially affect their quality or performance.

(d) In the event of a contract being cancelled by the Client, Compsoft reserves the right to suspend or cancel any further deliveries under the Contract without any liability whatever for failure to deliver within any stated delivery period.

6. Price

(a) The price of the Goods and Services does not include VAT unless specifically stated and the Client shall be additionally liable to pay the VAT to Compsoft at the rate applicable at the time of delivery.

(b) The price of the Goods and Services shall be Compsoft's quoted price or where no price has been quoted (or a quoted price is no longer valid), the price listed in Compsoft's published price list current at the date of acceptance of the order by Compsoft. Unless otherwise stated in writing all prices quoted are valid for 30 days only from the date of receipt of the Client's order.

(c) Any delivery period quoted is an estimate only so that time will not be of the essence provided Compsoft takes all reasonable steps to deliver the Goods or Services at the time stated. Compsoft shall be under no liability whatever for failure to deliver within any stated delivery period.

7. Contract Parameters and Variation Charges

The contract relates only to the Goods and Services detailed in Compsoft's quotation and shall not include accessories, optional extras or Services other than those detailed therein. Tinflation or the provision of Services shall be limited to the description laid out in Compsoft's quotation. If Compsoft incurs extra expenses through variations in the original Contract under the instructions of the Client or the Client's authorised representative or through incomplete or incorrect information provided by the Client or the Client's representative or through errors in work which are not under Compsoft's control or through delays, then the Client shall be charged labour at Compsoft's current labour rate, vehicle mileage at by, train or similar means at cost and materials or accessories at Compsoft's current list price.

8. Payment

(a) Payment by the Client shall be due within the payment period set out in Compsoft's quotation. Any discount specified by Compsoft shall apply only where the payment is made and received within the stated period. If no payment period is set out in these documents, payment shall be due immediately. The payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

(b) If the Client fails to make any payment on the due date then, without prejudice to any other right or remedy available to Compsoft, Compsoft shall be entitled to:

(i) cancel the Contract or suspend any further deliveries to the Client;

(ii) set-off any payment made by the Client to any of the Goods or Services (or the Goods or Services supplied under any other contract between the Client and Compsoft) as Compsoft may think fit (notwithstanding any purported appropriation by the Client); and

(iii) charge the Client interest (both before and after any judgement) on the amount unpaid, at the rate of 2 per cent per month until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

9. Patent Rights

The sale of the Goods and the publication or any information or technical data relating thereto does not free the Client from patent, registered design or other industrial or other property rights in respect of any particular application of the Goods.

10. Insolvency of the Client

(a) This clause applies if:

(i) the client makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or

(ii) an encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Client; or

(iii) the Client ceases, or threatens to cease, to carry on business; or

(iv) Compsoft reasonably apprehends that any of the events mentioned above is about to occur in relation to the Client and notifies the Client accordingly.

(b) If this clause applies then, without prejudice to any other right or remedy available to Compsoft, Compsoft shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Client and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement to the contrary.

11. Law

Any question relating to any quotation or any contract subject to these Conditions or agreed amendments of these Conditions shall be determined in all respects by the laws of England and the parties agree to submit to the exclusive jurisdiction of the English Courts.

12. Waiver

Compsoft's failure under these Conditions shall be neither diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time nor by any failure or delay by Compsoft in ascertaining or exercising any such rights or remedies. The rights and remedies in these Conditions are cumulative and inclusive of any rights and/or remedies provided by law.

13. Assignment

The Client shall not assign, transfer or charge its rights and responsibilities under these terms and conditions or any of them, without the prior written consent of Compsoft.

14. Severance

The provisions of these terms and conditions are severable and distinct from one another, and, if at any time
any of the provisions of these Conditions is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions shall not in any way be affected or impaired.

15. Force Majeure

Compsoft shall not be liable to the Client or be deemed to be in breach of the contract by reason of any delay in performing or where any failure was due to any cause beyond Compsoft’s control, without prejudice to the generality of the foregoing the following shall be regarded as causes beyond Compsoft’s reasonable control:

(i) act of god, explosion, flood, tempest, fire or accident;

(ii) war or threat of war, sabotage, insurrection, civil disturbance or requisition;

(iii) acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

(iv) import or export regulations or embargoes;

(v) strikes, lockouts or other industrial actions or trade disputes (whether involving employers or Compsoft or a third party);

(vi) difficulties in obtaining raw materials, labour, fuel, parts or machinery;

(vii) power failure or breakdown in machinery;

(viii) subject as expressly provided in these conditions, all warranties, conditions or other terms in respect of the Goods or the installation implied by statute

16. Limitation of Liability

(a) Except in respect of death or personal injury caused by Compsoft’s negligence, Compsoft shall not be liable to the Client by reason of any representation or any implied warranty, condition or other term, or any duty at common law or under the express terms of the contract, for any consequential loss or damage (whether for loss of profit or otherwise) costs expenses or other claims for consequential compensation whatsoever and whether caused by the negligence of Compsoft, its employees or Agents or otherwise which arise out of or in connection with the supply of the Goods or Services or their use or resale by the Client, except as expressly provided in these Conditions.

(b) Where any valid claim in respect of any of the Goods or Services which is based on any defect in the quality or condition of the Goods or Services or their failure to meet specification is notified to Compsoft in accordance with these conditions Compsoft shall be entitled to replace the Services or Goods (or the part in question) free of charge or at Compsoft’s sole discretion, refund to the Client the price of the Goods or Services (or a proportionate part of the price), but Compsoft shall have no further liability to the Client. Compsoft’s liability in respect of any loss incurred by the Client shall be limited to the difference if any of the cost to the Client of replacement Goods and Services.

17. Services and Output Material

17.1 Skill and Care

The Supplier shall exercise reasonable skill and care in the provision of the Services using suitably qualified and supervised personnel.

17.2 Third-Party Service Providers

Compsoft may, in its sole discretion from time to time engage, or cause a Supplier Third-Party Service Provider to perform, any Service on its behalf. Compsoft remains responsible for the provision of all and any Services that it outsources to a Third-Party Service Provider.

17.3 Access to Client Resources

The Client shall provide to Compsoft such information and access to its own equipment, systems, networks and personnel as is reasonably required to enable Compsoft or any Supplier Third-Party Service Provider to provide the Services. The Supplier shall use all reasonable endeavours to ensure that such access doesn’t in any way disrupt the business of the Client, and further that whenever possible access will be during the Client’s usual working hours.

17.4 Notification of Failure/Delay

Compsoft shall use reasonable endeavours to promptly notify the Client of any failure or delay in the provision of any services under this Agreement and the nature and (to the extent known) the reasons for such delay or failure.

17.5 Intellectual Property Rights – Output Material

For all Output Material Compsoft shall retain the Intellectual Property Rights, excluding any Client Input Material, and shall issue the Client with an irrevocable, royalty free, worldwide, non-exclusive and non-restrictive licence (including the rights to modify and to sub-license to the Output Material. Source code to the application shall be provided on final payment.

17.6 Fixed Cost/Agreed Specification

For Services delivered on a Fixed Cost/Agreed Specification basis Compsoft shall provide and the Client shall accept the Services in accordance with the agreed Specification.

17.7 Time and Materials

For Services delivered on a Time and Materials basis subject to paragraph 17.1 the Client shall be liable to pay without exception for all time spent. Compsoft makes no warranty as to the accuracy of any estimates provided.

18. Licensed Software

By agreeing to purchase Goods comprising software the Client agrees to comply with the terms of the licence supplied with Compsoft’s software products. For Licensed Software, property in the Goods shall not pass to the Client and the terms of the Licence related to that software shall always take precedence over these Terms and Conditions of Sale.

19. Resold Goods and Services

19.1 Price of Resold Goods

Compsoft reserves the right by giving notice to the Client at any time before delivery, to increase the price of Goods or Services to refit any increase in the cost to Compsoft which is due to any factor beyond its control (such as, without limitations any foreign exchange fluctuation, currency regulations or duties, significant increase to cost of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Client, or any delay caused by instruction of the Client or failure of the Client to give Compsoft adequate information or instructions.

19.2 Warranty

In respect of Goods of which Compsoft is not the original manufacturer Compsoft warrants that the Goods will correspond with their specification at the time of delivery and the Client shall only be entitled to the benefits of any such warranty or guarantee by the manufacturer to Compsoft and Compsoft agrees to assign to the Client (instead as it is able) the benefit of any warranty granted to Compsoft by the manufacturer of the Goods. A refund for non-compliant Goods shall only be provided if an equivalent refund has been received from Compsoft the supplier. Compsoft accepts no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow Compsoft’s instruction (whether oral or in writing), misuse or alteration or repair of the Goods without Compsoft’s prior written approval.

19.3 Software as a Service (SaaS)

In respect of any third party Software as a Service (SaaS) solution of which Compsoft is not the Service Provider Compsoft warrants that the solution will correspond with its specification at the time of implementation and the Client shall only be entitled to the benefits of any such warranty or guarantee by the service provider to Compsoft and Compsoft agrees to assign to the Client (instead as it is able) the benefit of any warranty granted to Compsoft by the provider of the SaaS solution. A refund for non-compliance shall only be provided if an equivalent refund has been received from Compsoft from the SaaS Service Provider. The Client shall be responsible for complying with all terms and conditions of use of the service as published by the service provider and amended from time to time.