

## **SALES CONTRACT**

### **Terms and Conditions**

#### **1. ACCEPTANCE OF ORDER**

The Customer's offer to purchase the goods and services overleaf shall remain irrevocable for a period of 21 days from the date hereof Easylog Limited shall be deemed to accept the terms and conditions of this contract unless it notifies the Customer in writing within 21 days hereof

#### **2. PRICE**

Prices stated overleaf are the prices ruling on the date hereof. Prices payable will be those ruling on the date of delivery to the Customer.

#### **3. PAYMENT**

3.1 A minimum of 40% of the total including VAT shall be paid by the Customer with written confirmation of the Customer's offer to purchase the goods and services offered by Easylog Limited. Following supply the balance of the total including VAT should be payable within 30 days.

3.2 Interest is payable on overdue accounts at the rate of 2% per month or part thereof

#### **4. TERMINATION**

4.1 Without prejudice to Easylog Limited other legal rights and remedies Easylog Limited shall be entitled to treat this contract as repudiated by the Customer if the Customer fails to pay the full price when due or is in breach of any provision hereunder. Non-enforcement by Easylog Limited shall not be deemed a waiver of its rights by Easylog Limited which may be enforced unless any breach is remedied by the Customer.

4.2 Without prejudice to Easylog Limited other legal rights if the Customer enters into liquidation either voluntary or compulsory has a receiver or administrator appointed over the whole or part of its assets or enters into any scheme of administrator with its creditors this contract shall terminate automatically on the occurrence of any such event as aforesaid

#### **5. PROPERTY RIGHTS**

5.1 Title in the goods supplied by Easylog Limited under this Contract shall remain in Easylog Limited until the Total Price has been paid by the Customer in full and until such payment is received by Easylog Limited the Customer shall hold such goods on a fiducion basis and as bailee of Easylog Limited (returning the same to Easylog Limited immediately on request) and the Customer shall store the same at no cost to Easylog Limited in such a way that such goods are closely identified as belonging to Easylog Limited

5.2 In the event of the Customer failing to deliver the goods up to Easylog Limited when requested or on the occurrence of any event referred to in clause 4. above Easylog Limited is hereby irrevocably authorised to enter forthwith onto the Customer's premises and repossess and remove such goods consigned and the Customer shall be responsible for Easylog Limited costs of so doing.

5.3 Notwithstanding the above the risk of damage or destruction to the goods delivered to the Customer shall be borne by the Customer without prejudice to the foregoing. Easylog Limited shall have a general and particular lien over the goods supplied under this contract between the parties hereto where any of the purchase price remains unpaid.

#### **6. DELIVERY**

6.1 There is no specified delivery date. The Customer shall accept delivery hereunder within a reasonable period from the date of payment of the deposit or other agreed amount. Easylog Limited shall not be liable for non-delivery caused by circumstances beyond its control.

6.2 This contract is independent of any other agreement and the Customer shall be bound by the terms and conditions hereof notwithstanding the non-performance or non-delivery of services or goods by Easylog Limited third parties or the Customer necessary for the operation of the goods and service supplied hereunder.

#### **7. INSTALLATION**

The Customer shall ensure that the environmental and electrical supply conditions are suitable for the goods in accordance with the manufacturer's specification

#### **8. SYSTEM IMPLEMENTATION AND ACCEPTANCE**

8.1 System implementation shall not commence until the payment of 40% of the Goods has been received in full

8.2 System implementation shall proceed in accordance with a programme agreed in writing between the Customer and Easylog Limited. If a programme has been agreed it will be attached hereto. In the event of delays attributable to the Customer exceeding 20% of the programme time the Customer shall be required to accept the system and to pay the balance of the total price on the date envisaged for completion in the implementation programme. Under other circumstances Easylog Limited shall request the Customer's acceptance of the system at the completion of the implementation programme or on the date of delivery. The customer shall within 14 days of Easylog Limited's request either a) Pay the balance of the total price or b) Provide Easylog Limited with a written statement of non-compliance including details of all items not complying with specifications and reasonable grounds for withholding acceptance

8.3 The Customer shall accept the system and pay the balance of the total price immediately upon the satisfactory completion of the remedial or additional work required by the Customer's Statement of Non- Compliance

#### **9. SOFTWARE**

9.1 The performance of any standard software supplied by Easylog Limited hereunder shall be prescribed by its operating manual. The performance on any bespoke software supplied by Easylog Limited hereunder shall be prescribed by detailed specification agreed by the parties hereto and forming part of the contract. The Customer

shall disregard any performance claims which are not confirmed by the relevant operating manual or specification. All intellectual property rights in bespoke software remain with Easylog Ltd.

9.2 The Customer shall be required to take out a Software User Licence for each software product purchased hereunder and any software is supplied subject to the terms and conditions of such User License

## **10 OPERATIONAL SUPPORT**

10.1 Ongoing software support provided by Easylog Limited shall be subject to the terms and conditions of Easylog Limited's Software Support Agreement the performance whereof shall not in any circumstances affect the liabilities of the Customer hereunder

10.2 Ongoing hardware maintenance provided by Easylog Limited shall be subject to the terms and conditions of Easylog Limited's Hardware Maintenance Agreement the performance whereof shall not in any circumstances affect the liabilities of the Customers hereunder

## **11 DISPUTES**

11.1 If any dispute arises between the parties with respect to any matter within the expertise of a technical expert then such dispute shall at the instance of either party be referred to a person agreed between the parties and in default of agreement within 21 days of notice from either party to the other calling upon the other so to agree to the person chosen on the application of either party by the president for the time being of the British Computer Society. Such a person shall be appointed to act as an expert and not as an arbitrator and the decision of such person shall be final and binding.

11.2 The costs of such expert shall be borne equally by the parties unless such expert shall decide that one party has acted unreasonably in which case he shall have discretion as to costs

## **12 ACCESSORIES**

12.1 Any accessories supplied by Easylog Limited to the Customer from time to time when available shall be supplied under Easylog Limited's terms and conditions of sale and prices then prevailing and shall not form part of this contract

12.2 Easylog Limited shall not be responsible for the failure in performance of any goods supplied hereunder where accessories used by the Customer do not conform to Easylog Limited specifications or where the goods supplied hereunder are used in a manner other than that recommended by Easylog Limited

## **13 WARRANTY**

The goods supplied hereunder shall be subject to the manufacturer's warranty the terms and conditions of which may vary from item to item. Ongoing maintenance provided by Easylog Limited shall be subject to the terms and conditions of Easylog Limited's Hardware Maintenance Agreement

## **14 LEASING**

14.1 If the Customer enters into any financial arrangement with a third party whereby it is intended that title to the goods supplied hereunder shall pass to such third party the Customer shall notwithstanding any arrangement to the contrary remain liable to Easylog Limited under the terms and conditions of this contract. The payment in full by any third party to Easylog Limited of the purchase price hereunder shall be a full discharge to the Customer of its obligations to pay such purchase price to Easylog Limited

14.2 If for any reason whatsoever the Customer's arrangements for financing the purchase of the goods shall be frustrated the terms and conditions hereof shall remain in full force and effect as between Easylog Limited and the Customer

## **15 CANCELLATION**

If the Customer purports to cancel this contract the Customer shall become liable fully to compensate Easylog Limited for all actual contingent or anticipated expenses and loss of profit incurred or to be incurred by Easylog Limited hereunder. If such amount shall not have agreed within one month of the Customer's purported cancellation the Customer shall pay to Easylog Limited a cancellation fee equivalent to 33% of the total price including VAT

## **16 LIABILITIES**

16.1 Easylog Limited's liability hereunder shall be limited to death or physical injury caused by the negligence of Easylog Limited or its employees and Easylog Limited shall not be liable for any direct or indirect loss of profits howsoever or whensoever caused and of whatsoever nature save to the extent that any such losses cannot be excluded by law

16.2 No liabilities obligations warranties conditions or undertaken statutory or otherwise implied or express shall be deemed to be included in this contract save those which cannot be excluded by law

16.3 Easylog Limited shall not be liable in contract tort or otherwise for direct or consequential loss or damage or injury in connection with or arising out of possession operation use malfunction or modification of goods or services supplied hereunder save as provided herein and the Customer shall indemnify Easylog Limited in respect of any claim for loss damage or injury to any person or property or for any other loss directly or indirectly occasioned by or arising from the possession operation any other loss directly or indirectly occasioned by or arising from the possession operation or use of the goods supplied hereunder or arising from the malfunction or modification of such goods by the Customer

## **17 ENGAGEMENT OF PERSONNEL**

Should any employee of Easylog Limited be engaged by the customer during the period commencing on the hereof and ending 12 months after the date of final payment the Customer shall pay to Easylog Limited forthwith a fee of 25%(twenty five per cent) of the employee's gross annual earnings with the Customer.