

CLARESYS LIMITED

STANDARD TERMS AND CONDITIONS (as at 1st Jan 2015)

All Claresys Ltd ("the Company") products and services ("services") are supplied to customers ("Clients") subject to the following terms and conditions of Sale which shall prevail despite any indication to the contrary given by any person acting or purporting to act on this Company's behalf and any terms that the Client seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing. By placing an order for such services the Client accepts the terms set out herein. Any variations to the terms set out in this contract require our written confirmation (including all representations or understandings which may conflict with any of them).

1. Purpose:
All products and services are supplied to Clients for business purposes.
2. Acceptance:
Receipt of instructions to proceed will be deemed acceptance by the Client of these terms, notwithstanding anything stated to the contrary in the Client's enquiries or on the Client's order.
3. Validity of Quotation
The Company may refuse the Client's acceptance of the quotation attached ('the Quotation') unless such acceptance is within the specified period of validity of the Quotation and the Quotation is not withdrawn by the Company prior to acceptance.
4. Advertising Matter
Advertising matter and marketing media/guidance information issued by the Company are only an indication of the type of products and services offered and no prices or other particulars contained in such material shall bind the Company or form part of the contract.
5. Payment, Interest and VAT
In the event of payments being overdue for payment on the terms set out in the Quotation, the Company will charge and the Client will pay interest at 3 per cent per month from the due date of payment until paid in full.
The price set out in the Quotation is exclusive of amounts in respect of value added tax ("VAT") and the Client shall pay to the Company such additional amounts in respect of VAT as are properly chargeable on the supply of the services.
The Client shall pay all amounts to the Company due hereunder without any set-off, withholding, counterclaim or deduction (except for any deduction or withholding required by law). The Company may at any time, without limiting any other rights or remedies it may have, set-off any amount owing from the Company to the Client against any amount owing from the Client to the Company.
6. Delays
The acceptance of the Company's Quotation must be accompanied by sufficient information (and items to be supplied by the Client if any) to enable the Company to proceed with the work set out in the Quotation forthwith, as otherwise the Company may terminate the contract or amend the Quotation to cover any increase in cost which has taken place after the acceptance. Should the Company incur extra cost owing to the suspension of the work in the Quotation on the Client's instructions or as a result of lack of instruction, or as a result of variations to the work of any kind ordered by the Client, the contract price for the work in the Quotation will be amended retrospectively to recompense the Company at its normal charge rate.
7. Cancellation
Acceptance of the Company's Quotation shall be binding and once an order from the Client has been accepted by the Company it cannot be cancelled other than as outlined in clauses 7.1 and 7.2.

7.1 In the event that the order is for "Standard Product" (defined as products that are, at the time of order placement, specified as available for order in the Company's Product Catalogue and with no stated Minimum Order Quantity) can be cancelled on receipt of a written request up to the time of shipment without penalty;

7.2 Orders for Standard Product that have been shipped can be cancelled by returning them within 14 days of shipment and such returns will be subject to a 25% restocking fee.

8. Intellectual Property.
8.1 All patents, utility models, designs, applications for the same, copyright, confidential information (such as, but without limitation, technical information, data, or know how) and similar rights in the United Kingdom and abroad ('Intellectual Property') owned by the parties and disclosed or used in connection with the work in the Quotation shall remain the property of the party introducing the same.
8.2 The Company does not expressly nor impliedly grant to the Client any rights or licences in respect of any of its Intellectual Property, including any Intellectual Property developed during the course of the contract. If any rights or licences are required to commercially exploit any items produced as a result of the work carried out under the Quotation, they will need to be separately commercially negotiated, but neither party is under any obligation to do so.
9. Limitation of Liability:
9.1 The following provisions shall not apply to any supply of products and services made to a Client for personal, domestic or household use but only to supplies made for business purposes.
9.2 The Company's liability in any event (whether under these Terms and Conditions or otherwise howsoever arising) is limited to:
9.2.1 the replacement of any product or services supplied free of charge on the same basis as originally agreed; or
9.2.2 at the option of the Company a refund of the sale price.
9.3 The Company accepts no responsibility for labour, material and other costs incurred in removing defective services and refitting its replacement or for any loss or damage, whatsoever arising from and whether directly or indirectly attributable to, any defect in any services supplied.
9.4 Without limiting anything elsewhere contained in these terms, the Company will not be liable for labour, material, loss of profits and other costs or any indirect or consequential losses incurred in respect of the Company's failure to supply the services, or to supply them by any particular time or at any particular place.
9.5 Except as expressly provided in these terms all express or implied conditions, statements or warranties, whether statutory or otherwise, are expressly excluded.
9.6 The Client shall indemnify the Company against any and all liability the Company may incur as a result of supplying or agreeing to supply services to the Client other than any liability arising under Clause 9.2. The indemnity shall extend to any liability of the Company to any third party who has acquired the services from the Client for business purposes.
9.7 No clause herein shall be construed as limiting any other clause, but shall be construed as extending the widest limitation of liability in favour of the Company (which term shall for the purposes of this clause be deemed to include officers, employees and agents).
9.8 Nothing in these terms shall constitute any restriction or limitation on the liability of either party for death, personal injury caused by negligence, fraud or fraudulent misrepresentation or any other matter in respect of which it is unlawful for the Company to limit its liability.

10. Warranties:
- 10.1 The products and services that the Company provides to the Client hereunder will conform as far as practicable to the specification set out in the Quotation and the other requirements of this contract, but having regard to the exploratory nature of the work in the Quotation the Company cannot guarantee that the objectives and deliverables will be attained, although the Company will use its reasonable endeavours to do so. (but accepting no responsibility save as expressly set out herein or in the Quotation).
- 10.2 The Company and Client agree that all warranties and guarantees, other than title, either expressed or implied, including warranties of merchantability and fitness for a particular purpose are excluded from the contract unless expressly stated in the Quotation. Although the Company has used its reasonable endeavours to eliminate defects, the Company does not warrant that the services are defect free.
- 10.3 The Company shall not be liable for loss, destruction or damage of property owned or supplied by the Client in respect of any of the deliverables in the Quotation except to the extent that the same can be shown to be due to the negligent acts or omissions of the Company or its employees.
- 10.4 Notwithstanding anything contained in these terms, the Company accepts no responsibility for any loss or damage directly or indirectly caused to the Client or any other persons or body by reason of or arising out of any products, information or advice supplied to the Client by the Company or its employees. Except as specifically provided in this contract, the Company accepts no liabilities to the Client at common law, by statute or otherwise.
- 10.5 The Company guarantees that products supplied under this contract to be free from defects in material, workmanship and construction, except for batteries which may be contained therein, and that when used in accordance with this owner's manual will perform to applicable specifications for a period of one year after shipment. If examination by the Company discloses that the product has been defective, then our obligation is limited to repair or replacement, at our option, of the defective unit or its components. The Company is not responsible for products which have been subject to misuse, alteration, accident or for repairs not performed by the Company. Products must be returned properly packed with transportation charges prepaid to the Company; return transportation charges will be F.O.B. factory. No parts shall be returned unless a return authorization number is received, which will be furnished by request.
11. Law Applicable:
This contract shall be construed and governed by the laws of England and the parties submit to the exclusive jurisdiction of the English courts.
12. Confidential Client Information:
- 12.1 The Client acknowledges that:
- 12.1.1 personal information collected or held by the Company (whether contained in this document or otherwise obtained) is provided and may be held, used and disclosed for the following purposes:
- 12.1.1.1 administering, whether directly or indirectly, the Company's contracts and enforcing the Company's rights thereunder;
- 12.1.1.2 marketing goods and services provided by the Company;
- 12.1.1.3 ascertaining at any time the Client's creditworthiness and obtaining at any time credit reports, character references or credit statements;
- 12.1.1.4 enabling the Company to notify any credit agency of any application for credit or default on any obligation of the Client to the Company and enabling the Company to provide such personal information to any credit agency so such credit agency can maintain effective accounting records;
- 12.1.1.5 enabling the Client to communicate with the Company for any purpose;
- 12.1.2 such personal information is collected by and will be held by the Company whose address is 154E Brook Drive, Milton Park, Abingdon, Oxon, OX14 4SD, United Kingdom.
- 12.2 The Client has the right to obtain access to and to request correction of any personal information concerning it held by the Company.
- 12.3 The Client authorises the Company to obtain at any time from any person or entity, any information the Company may require to process and/or accept any application for credit the Client may make to the Company or to perform or complete any of the other purposes for which the Client has provided personal information to the Company. The Client authorises any such person to release to the Company any personal information that person holds concerning the Client.
- 12.4 For the purposes of the preceding clauses the term "the Company" includes any financier or discounter of the Company's contract or any related company of the Company.
13. Title, risk and delivery :
Any delivery charges are additional to the Company's quoted prices (as set out in the Quotation) and shall be the Client's responsibility.
The risk in the goods supplied by the Company shall pass to the Client on completion of delivery. Title in the goods supplied as aforesaid shall not pass until the Company receives payment in full from the Client, until such time the Client shall store such goods separately, not remove or deface any identifying marks, maintain them in a satisfactory condition and keep them insured against all usual risks for the full supply price and provide the Company with such information as it may require in relation thereto.
14. Cause Beyond Reasonable Control:
The Company shall not be liable for any failure or delay in performing its obligations under this contract to the extent that such failure or delay is caused by a Force Majeure Event. A **Force Majeure Event** means any event beyond the Company's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.
15. No Assignment:
The Client shall not assign or otherwise deal with this Agreement or its rights and obligations under this Agreement
16. Third party rights:
A person who is not a party to this contract shall not have the right to enforce its terms