



Conditions of Sale

Document Number PSS005 V1.1

Issued 30th May 2007

1. **Contract**

This contract is made between Proven Software Solutions Ltd whose principal address is at 5, Weill Road, Aylesbury. BUCKS. HP21 9RH ("we") or ("us"), and the Customer as stated in the order form ("you"). The terms of this contract will override terms that you may have sent or may send to us or any other written correspondence or verbal communication including any advice or recommendation made before we accept the order. Any typographical clerical or other errors or omissions in the catalogue, quotation, price list order or any other document may be changed without us incurring any liability.
2. **Description**

The description of the goods is only included for the purpose of demonstration and does not form part of the contract terms in any way whatsoever.
All items are subject to availability. We reserve the right to cancel any orders without notice if items become unavailable provided that where possible we will give notice.
3. **Orders and Specifications**

An order will be accepted once it has been received in our offices, either in writing or verbally. We will send written confirmation of orders, which will be subject to these terms and conditions.
The specification for the Goods shall be those set out in our sales documentation unless varied expressly in your order (if accepted by the us).
We will not accept the cancellation of an order unless the cancellation is made in writing and you agree to pay us in full for all our costs and losses resulting from such cancellation.
We reserve the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to our, which do not materially affect their quality or performance.
4. **Price of Goods**

The price of the Goods shall be the price listed in our published price list current at the date of acceptance of your order or such other price as may be agreed in writing between us.
The price is exclusive of any applicable value added tax excise, sales or taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods, which you shall be additionally liable to pay to us.
Prices listed in any advertising material are only provided as a guideline. We reserve the right to vary the prices at any time.
If we do provide you with a written quotation, then the prices quoted will be held for the time period written in the quotation or if no period is stated then the time period will be set at 30 days.
We reserve the right, by giving notice to you at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any foreign exchange fluctuation currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by you, or any delay caused by any instructions by or failure by you to give us adequate information or instructions.
There will be a small charge made for any postage and packing for all orders in Mainland UK. Orders outside Mainland UK will be charged ex factory, and all delivery charges including insurance will be added at cost.
5. **Payment Terms**

All goods must be paid for in advance.
Subject to any special terms agreed in writing between you and us, we shall invoice you for the price of the Goods and receive payment for the goods, on or at any time before delivery of the Goods.
In any event, if you fail to pay an invoice, then at our discretion we may cancel the order together with any future orders and/or suspend delivery immediately until we are in receipt of the outstanding moneys. We may also add to the outstanding invoice any additional costs (including but not limited to any legal costs) that we may have to incur as a result of your default.
We will only issue a receipt if you request so in writing.
All payments shall be made to us in Pounds Sterling at its office as indicated on the form of acceptance or invoice issued by us.
6. **Delivery**

We will use our reasonable endeavours to arrange delivery to the delivery address given on the order form. Delivery dates are only given as estimates and we will not be liable for any delay in delivery of the goods. You will not be entitled to cancel the order or refuse payment for late delivery.
7. **Risk and Title to the Goods**

Risk in the goods will pass to you either:
On delivery to the delivery address on the order form;
On delivery to an authorised third party that you have notified to us;
When we attempt to make delivery but you wrongly fail to take delivery;



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If delivery is outside Mainland UK, on delivery ex factory into the hands of the party making the delivery on our behalf. Even though risk may have passed, the right of title in the goods will not transfer to you until we have received full payment in cash or cleared funds into our bank account.

Until the time that full title has passed to you, you must do the following on our behalf:

Hold the goods on our behalf as bailee, and keep the goods separate from your own property and properly protected, insured and identified as our property.

Allow us to enter your property or that of a third party where the goods are stored and take repossession of the goods on an all moneys due basis. This means that we do not have to show that the particular item was delivered by us at some point.

The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of the Seller, but if the Buyer does so all money owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

8. **Warranties and Liabilities**

Software is supplied subject to the licence given by the Software Licensee Agreement shown online or on CD delivered, and this includes the limited warranty provided by the licensor.

If on delivery any of the Goods are defective in any material respect and either you lawfully refuse delivery of the defective Goods or, if they are signed for on delivery "condition and contents unknown" you give written notice of such defect to us within three business days of such delivery, we shall replace the defective Goods within 14 days of receiving your notice.

This clause will not apply if:

You have not paid for the goods in full;

The defect has occurred because of your wilful damage, your negligence, abnormal conditions, and failure to follow the normal instructions in respect of use of the goods, mis-use, or such other similar type of act or omission.

Except in the event of death or personal injury caused by our negligence, we will not be liable to you in any way whatsoever (and this will include any losses as a result of failing to deliver due to events beyond our reasonable control), whether that be under contract, tort or otherwise, for any consequential loss or damage (whether for loss of profit or otherwise) costs, expenses or other claims for consequential compensation (even if due to our negligence)) that you may suffer as a result of the supply of the goods or their use or resale.

In any event we will not be liable for any breach of this contract if the breach is caused by an event beyond our reasonable control.

9. **Intellectual Property Rights**

The software is supplied subject to the licence provided by us and enclosed within the software.

You will not use or deal with any of our advertising material, price lists, or logos or other intellectual property rights in such a way as to infringe any intellectual property rights that we may have in such items. You will also not infringe such rights in any third party's goods.

10. **Export**

If the goods are exported outside of Mainland UK you will be responsible for obtaining any licences and for complying with any legislation or regulations required for the importation of the goods to the requested destination, and for payment of any duties or taxes.

11. **Termination**

In the event that a petition is presented or a meeting is convened for the purpose of either winding-up your company, or a petition for an administration order is made or a receiver (including if an administration receiver) is appointed on your behalf, or a voluntary arrangement or a petition for bankruptcy is made against you, or any such similar action is taken against your company or business, then we will have the immediate right to cancel the contract or suspend performance of the contract and all moneys will become due for immediate payment.

12. **Notices**

Notices to be given under this contract must be made in writing to the address written on the order form or such other address as you or we may notify to the other from time to time. Notices will be sent by recorded delivery, hand delivered or sent by facsimile transmission, provided that the original of the fax is then sent by post within 24 hours of the facsimile transmission having been sent.

13. **General**

If either of us choose to waive or ignore a breach of the contract, then this will not prevent us from taking action in respect of the same type of breach at a future date.

The contract will be governed by English Law and will come under the exclusive jurisdiction of the English Courts.