

1. Terms and Conditions of Sale

1. General: All quotations given and contracts of sale are made subject to these terms and conditions, unless specifically agreed to, in writing by an authorised officer of Solutions in I.T. Limited (“The Company”). Acceptance of delivery of any goods or services by the purchaser (“The Customer”) will be deemed as acceptance of these conditions. These terms and conditions shall be governed in accordance with English Law.

2. Guarantee and Support: All efforts will be made to ensure that software/solution written by the Company will be delivered fault free. Any faults found will be fixed free of charge during the limited warranty period of 90 days. The company does not accept liability for any consequential loss or damage caused by any product produced or supplied by the company and/or installed by the customer on the company’s advice.

3. Delivery: The delivery dates quoted are not to be regarded as being of the essence of any contract and are estimates only and may vary. The Company reserves the right to make partial deliveries. The Company will only be liable for shortages, damage or non-delivery of goods if notified in writing within seven days of receipt of goods or invoice.

4. Cancellation or Returns: No contractor order may be cancelled without the Company’s written consent. In the event that cancellation is agreed for whatever reason, the Customer shall indemnify the Company against all costs, claims, loss and expenses occasioned thereby including any consequential loss and loss of profits. Notice of rejection must be in writing, giving detailed reasons for rejection. Any goods returned must be undamaged, unopened and fully marketable and quote an authorised returns number. The issue of an authorised returns number is solely for administrative convenience and shall not be taken as an admission of any fault and/or liability whatsoever on the part of the Company. Software cannot be returned or refunded in any part once it has been installed.

5. Payment: Full payment of the invoice is due within 7 days of the date of the invoice, (for credit approved customers), unless otherwise agreed by the Company. In the event of non-payment, the Company reserves the right to charge interest on a daily basis, from the date of invoice, at the rate of 4% above HSBC Bank base rate and to indefinitely withhold further deliveries or services due to the Customer. In the event that the Customer is also a supplier of the Company, the Company shall have the right of mutual offset of any sums invoiced by way of contra against any sum due for goods purchased.

The software remains the property of Solutions in I.T. until final payment is made. Late or failed payments taken by standing

order or on account may risk a loss in support & maintenance services and/or loss of software operation.

6. Title and Risk: No property or title to goods shall pass from the Company to the Customer unless and until the Customer has made full and complete payment of all monies due to the company for goods delivered or services supplied. The Customer shall indemnify the Company against any loss or damage to the goods prior to the passing of property therein and whilst in the Customer’s custody.

7. Insolvency: In the event that the Customer shall become insolvent or shall become unable to repay its debts as they become due, or in the event of the appointment, with or without the Company’s consent, of an assignee for the benefit of creditors, or of a receiver, or in the event of any similar situation arising, the Company shall have the right to cancel any outstanding unfulfilled orders.

8. Prices: All prices quoted or listed in sales literature are correct at date of issue. The Company reserves the right to vary these without further written or verbal notice and to invoice at the price prevailing at times of dispatch or installation. VAT will be added at the rate in force at the date of the invoice. All prices quoted are exclusive of delivery charges unless otherwise agreed in written quote.

9. Consultancy and Advice: All Consultancy and advice is given by the Company in good faith. The Company will not be liable for any consequential loss or damage caused by any resultant course of action taken by the Customer after receiving such Consultancy or advice.

10. Software Products: All software sold by the Company will be subject to the title, copyright and intellectual properties rights of the manufacturers.

11. Rental of services and software, such as EMIR Cloud. We reserve the right to stop any software or service provided for non-payment of invoices. The minimum period of rental for EMIR Cloud server or EMIR software products is 12 months and is operated on a rolling annual contract. Such contracts can only be terminated after this minimum period and then only on 60 days’ notice.

12. Force Majeure: In the event that the Company is prevented from carrying out its obligations under a contract of sale as a result of any cause beyond its control, the Company will be relieved of its obligations and liabilities under such contract of sale for as long as such fulfilment is prevented.

**Registered in England. Incorporation No: 4555311
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