

C-A-SOLUTIONS

TERMS AND CONDITIONS OF SALE AND SUPPLY

In these Terms and Conditions "we" means C-A-Solutions, and "you" means the person or business that purchases the software licences, goods and/or services, as set out in the invoice.

1. These Terms and Conditions apply to all agreements for the sale of licences or goods or the provision of services to you to the exclusion of any other terms and conditions specified by you in your purchase order, confirmation of order or any other document. However, the licence, goods or service you purchase from us may be subject to additional terms and conditions issued by us, which apply to your use of that licence or those goods or services. Those terms and conditions apply in addition to these Terms and Conditions and if they conflict, those additional terms and conditions shall take precedence.

2. All prices quoted in sales or marketing materials including our website and in any conversations with our staff are subject to confirmation in writing and are exclusive of VAT which will be chargeable at the rate fixed by legislation at the date of supply.

3. Payment for software licences and other goods supplied shall be made as follows: full payment with order. Payment for training and any other services supplied shall be made within 14 days of the invoice date.

4. We reserve the right to charge interest on any invoices which remain unpaid beyond the due date at the rate of 3% per annum over HSBC plc base rate from time to time published from the due date until the date of payment in full.

5. Goods and software will normally be delivered by mail/courier to the address given when you placed your order. Delivery dates are given in good faith as an indication of the estimated delivery time and are not a contractual obligation to deliver goods or software or to perform services at the time stated. Time of delivery is not of the essence.

6. The ownership in any goods, or in the case of licensed software, the media on which the software is supplied, shall not pass to you until we have received full payment of the price plus VAT.

7. Risk in any goods, or in the case of licensed software, the media on which the software is supplied, passes to you on delivery. You are reminded that our software programs are licensed (and not sold) to you subject to the applicable licence terms and you cannot transfer them to any other person.

8. All programs supplied are protected under copyright law and may not be copied, reproduced, or reduced to any electronic medium or machine readable form, in whole or in part, without prior written consent. Failure to comply with these conditions will result in prosecution, for loss of revenue.

9. It is not warranted that any software package supplied will function properly in every hardware/software environment. For example, software may not work in combination with modified versions of the operating system, with certain print spooling or file facility programs, or with certain printers supplied by independent manufacturers.

10. Although all software is tested and documentation reviewed, it is licensed 'as is', and you, the licensee, by making use thereof, are assuming the entire risk as to quality and performance. In no event will we be liable for any damages arising out of the use or inability to use the software or documentation, or loss of programs or data stored or used with the software including the costs of recovering such programs or data.

11. In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits, or the costs of reinstating such data.

12. You are responsible for the payment of any shipping charges as included in the invoice.

13. Our failure at any time or for any period to enforce any one or more of these Terms and Conditions shall not be a waiver of them or a waiver of our right to enforce such Terms and Conditions in the future.

14. Each of the above Terms and Conditions shall be read and construed independently of each other so that if one or more is held to be invalid for any reason whatsoever, then the remaining Terms and Conditions shall continue to be valid. Further, if any Term or Condition is found to be void, but will be valid if some part of it were deleted, then such Term or Condition shall apply with such modification as may be necessary to make it valid and effective.

15. No amendment to or variation of these Terms and Conditions shall be effective unless confirmed by one of our authorised representatives in writing.

16. These Terms and Conditions are governed by English law and we and you submit to the exclusive jurisdiction of the English courts.

C-A-Solutions

3 Stanagate, Clifton, Preston, PR4 0ZB

Phone: 01772 683243

Email: info@c-a-solutions.com

Website: www.c-a-solutions.com