# Trading Terms and Conditions

3SL

## 1. General

In these terms and conditions "3SL" means Structured Software Systems Limited.

"Goods" means any equipment, cabling, hardware, software or other items supplied by 3SL.

"Services" means any programming, training, advisory, consultancy or other services supplied by 3SL.

"The Customer" means the person or organisation to whom 3SL agrees to supply Goods and/or Services.

"End-User" means the person or organisation to whom software is licensed, the Customer.

These terms and conditions shall apply to all contracts entered into between 3SL and Customer, shall replace any conditions of purchase of the Customer, and shall not be supplemented, interpreted, or varied except in writing signed by an authorised officer of 3SL.

## 2. Orders and Technical Details

(a) All orders received by 3SL are at all times subject to the availability of Goods and Services and to a written acknowledgement by 3SL. Prior indications by 3SL as to availability are only provisional.

(b) Any advice by 3SL is subject to the completeness and accuracy of information given by the Customer and 3SL does not warrant that Goods or Services will meet the Customer's requirements.

(c) The Customer accepts sole responsibility for the selection, operation and results obtained from any other equipment, programs or services used in conjunction with the Goods.

## 3. Prices

(a) Price lists and other such advertising or promotional material ("Marketing Materials") only provide an indication of the price range and specifications of Goods and Services. 3SL takes reasonable care with its Marketing Materials but does not guarantee that the actual price or specification of Goods and Services complies with the Marketing Materials and will not be liable for any non-compliance.

(b) 3SL reserves the right to pass on to the Customer any increases or decreases in the costs of providing the Goods that occur between the date of quotation and delivery to the Customer.

## 4. Delivery

(a) Dates and times quoted by 3SL for delivery run from the receipt by 3SL of a written order from the Customer or from the resolution of technical details whichever is the later. All dates and times quoted for delivery are estimates and while 3SL will endeavour to meet such estimates it does not guarantee to do so and shall not be liable for any damage resulting from any failure to meet delivery dates and times howsoever caused.

## 5. Invoicing

(a) 3SL will not issue an invoice for Goods until those Goods have been despatched to the Customer.

(b) 3SL will not issue an invoice for Services until they have been delivered in full to the Customer except:

- (i) Maintenance agreements are the right to acquire Services and are always payable in advance.
- (ii) Training related Services will be invoiced on receipt of the Customer order.
- (iii) 3SL reserves the right to issue invoices at the end of each month for that part of a Service provided in the month, for any Service whose duration will be more than one month.

(c) Subject to the above, 3SL reserves the right to issue invoices for any part of a Customer order and will require payment of such invoices even if it is not the practice of the Customer to make part payments against its orders.

## 6. Payment

(a) Unless otherwise agreed in writing all 3SL invoices are payable in full not later than the 30th day after the date of the invoice and any right of set-off is hereby excluded.

(b) If the Customer fails to make payment as provided for above, 3SL shall have the right in addition to any other remedies to:

- (i) Charge interest on overdue accounts at the rate of 2% per 30 days (and pro-rata for any shorter period) until full payment is received, and/or
- (ii) Enter into the Customer's premises and take repossession of the unpaid Goods or remove Goods from the Customer's computer systems, as appropriate, and/or
- (iii) To sue for the price of the Goods notwithstanding that title to the Goods has not passed to the Customer.

## 7. Licencing Procedure

(a) Licencing is defined by the licencing provisions of the agreements accompanying individual Goods provided to the Customer. Where such licencing provisions do not exist or apply, the customer accepts the Goods on the basis of a non exclusive, non transferable and non assignable right to use.

## 8. Warranty

(a) 3SL will use all reasonable endeavours to pass on to the Customer the benefit of any unexpired warranties it receives from the manufacturer or owner of the Goods but 3SL is not liable to the Customer for the effects of any defects in software manufactured by third parties and has no liability for the fitness for purpose, merchantability or quality of such Goods whether express, implied, statutory or otherwise.

(b) Subject to the provisions of this section 8 and section 11 below, 3SL warrants that the Goods meet the applicable 3SL product specifications. All other representations or warranties are hereby expressly disclaimed, including any warranty of merchantability or fitness for a particular purpose, and no such warranty or condition is to be implied nor any warranty or condition to the life or wear of the Goods or that they will be suitable for any particular or conditions may be known or made known to 3SL.

## 9. Intellectual Property & Confidentiality

(a) The Customer acknowledges and agrees that many Goods contain valuable proprietary and confidential information. Title to the copyright and intellectual property rights in these Goods are retained by the owner of such rights ("the Owner").

(b) The Customer agrees to take all reasonable steps to safeguard the Owner's intellectual property rights including but not limited to:

- (i) Not to copy software products or associated documentation, except as may be allowed in the licence agreement for the software product.
- (ii) Not to copy or re-use the enabling key numbers supplied either in the materials accompanying a software product or separately by letter or fax.
- (iii) Not to alter, modify, decompile, dissemble or otherwise reverse engineer any software or hardware product.

(c) 3SL only transfers title to the media upon which the software products are stored and the associated documentation. 3SL extends no warranties expressed or implied as to whether the intended use by the End-User is permitted by the Owner.

## 10.Title and Risk

(a) Notwithstanding the following provisions of this clause, risk in the Goods shall pass to the Customer at the time of delivery.

(b) Subject to clause 9(a) legal title to Goods will remain with 3SL until they have been paid for in full.

(c) Until it pays for Goods, the Customer accepts that it holds the Goods as 3SL's bailee and will store the Goods so as to identify them as the property of 3SL and keep them free from any charges.

(d) 3SL (including its representatives and agents) has the right to enter the Customer's premises and recover possession of any Goods for which payment is overdue. In exercising its right, 3SL its agents and representatives will use the minimum force required but will not be responsible for any damage done.

## 11.Acceptance and Returns Procedure

(a) It is the Customer's responsibility to check all Goods delivered. Goods shall be deemed accepted unless rejected within 7 days of their delivery. Notice of any rejection must be in writing giving the detailed reason for the rejection.

(b) If, at its sole discretion, 3SL agrees with the rejection, 3SL will arrange the return of the Goods and, at the Customer's option, the supply of replacement Goods.

(c) All charges relating to the return of any Goods and the supply of replacement Goods shall be borne by the Customer or, at its sole option, by 3SL.

(d) 3SL will issue credit notes whenever Goods are rejected and replacement Goods are not supplied.

(e) The Customer shall be responsible for receiving, installing, starting up and maintaining the Goods in strict accordance with written instructions provided by 3SL. The Customer agrees that each time the Good are installed Customer will comply in full with such instructions and will use and follow any installation checklist which accompanies the goods. If the Customer shall fail to comply with such instructions or with any such checklist, 3SL's warranty with respect to the Goods so installed shall be invalidated and 3SL shall have no liability under its warranty or otherwise in respect of such installation. Any tests or inspections requested by the Customer's account unless specified otherwise in the Purchase Order or agreed upon in writing by 3SL.

## 12.Cancellations

(a) Subject to 11(b), Customers will be liable for the full value of all Goods ordered from 3SL, irrespective of any subsequent cancellation of such orders. All cancelled Goods become owned by 3SL and may be disposed of in any manner that 3SL sees fit.

(b) Cancellations of orders for Services will be subject to the following charges, as proportions of the value of the Service on Customer's order, with respect to the start date most recently agreed (the "Start Date"):

- (i) 100% of the value, if the cancellation occurs after the provision of the Service has begun
- (ii) 75% of the value, if the cancellation occurs up to 2 weeks before the Start Date
- (iii) 50% of the value, if the cancellation occurs up to 4 weeks before the Start Date
- (iv) 25% of the value, if the cancellation occurs more than 4 weeks before the Start Date

## 13.Postponement of Services

(a) If a Customer postpones all, or any part of, a Service by more than one month, then 3SL will be entitled to receive payment for an invoice issued for all of that Service.

## 14.Government Requirements

The Customer undertakes that none of the Goods will be sold or exported from the UK in contravention of any laws or export controls imposed by any government or other relevant agency (including but not limited to the Department of Commerce of the USA and Cocom). The Customer has sole responsibility for obtaining and will obtain any governmental or other approvals required for supply or export of the Goods.

## 15.Limitation of Liability

(a) To the fullest extent permitted by law 3SL excludes liability for any loss or damage of any nature including consequential loss arising out of the use or supply of the Goods or Services.

(b) Notwithstanding the generality of 15(a), 3SL expressly excludes liability for indirect special incidental or consequential loss or damage which may arise in respect of the Goods or Services or in respect of other equipment or property or for loss of profit, business revenue, goodwill or anticipated savings.

(c) If for any reason any limitation or exclusion of 3SL's liability to the Customer is invalid and 3SL becomes liable for loss or damage that could otherwise have been lawfully limited, 3SL's liability shall be limited to the price paid by the Customer for the Goods or Services in respect of which the liability arose.

## 16.Force Majeure

3SL shall not be liable for any delay or failure to perform or for the consequences of any such delay or failure if the supply of the Goods would be illegal, contrary to licence conditions or manufacturer's conditions of sale or beyond what is reasonably possible for 3SL to perform or if such failure or delay is due to any cause whatsoever beyond 3SL's reasonable control.

## 17.Insolvency

If the Customer is declared insolvent or compounds with its creditors or has distress or execution levied against its assets or has a receiver or administrator appointed for it, 3SL shall have the right to suspend deliveries or terminate all orders, and furthermore shall immediately have the right to repossess any Goods for which 3SL has not received payment in full further to 10(d).

## 18.Severability

If any provisions or part of these conditions are illegal or unenforceable for any reason then such provision or part shall be deemed not to form part of these terms but the validity and enforceability of the remaining provisions and parts shall not be affected.

## 19.Law

All contracts shall be construed and interpreted in accordance with the laws of England.

## 20.Clause Headings

Clause headings are for ease of reference only and do not form part of the contract or affect its interpretation.



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