Silver Touch Technologies (UK) Limited

Terms & Condition Document

Terms & Condition

1. **Commercial Terms**

    1.1. Payment shall be made within 15 days from the date of invoice.

    1.2. Payment of the Price shall be made in full without any deduction. No withholding or retention shall be permitted without Silver Touch's prior approval.

    1.3. Rate Card does not include VAT. VAT will be charged extra as applicable.

    1.4. The Price shall be invoiced by Silver Touch in accordance with the Offer.

    1.5. Quote validity will be 30 days from the date of quote.

    1.6. Silver Touch shall not incur any outlays on behalf of the Client without the prior written consent of the Client. Silver Touch may request and the Client shall be required to submit payment for any outlays in advance of such outlays being incurred by Silver Touch.

    1.7. Silver Touch reserves the right and shall be entitled at any time prior to delivery of the Services on giving written notice to the Client to increase the Price in the event of Silver Touch incurring any extra costs due to increased labour or material costs caused by a change in the Services which are requested by the Client or any delay caused by any instructions of the Client or failure of the Client to give adequate information or instruction.

2. **Undertakings by Silver Touch**

    2.1. Silver Touch will at all-time use reasonable skill and care in the performance of Services. Silver Touch accepts no responsibility for the quality of any services provided by third parties which are incorporated or used by Silver Touch in the Services.

    2.2. Silver Touch shall, in conjunction with the Client, agree the Silver Touch employee to perform the Services. The parties acknowledge that Silver Touch may require changing such employee but in this event, Silver Touch shall use all reasonable endeavors to intimate any replacement to the Client as soon as reasonably practicable. Any replacement shall be an employee of equal seniority to the employee being replaced.

    2.3. Whilst Silver Touch will use all reasonable endeavors to ensure that when performing the Services for the Client it does not infringe the rights of a third party

including third party Intellectual Property Rights, no warranty is given in this regard. Whilst Silver Touch may provide recommendations to the Client with regards to third parties who may provide additional or related services, Silver Touch shall not be liable for any loss or damage whatsoever, including loss of profits or revenue suffered as a result of any services provided by any third party so recommended, or any loss suffered as a result of such a third party becoming insolvent, going into liquidation or receivership or administration, as the case may be.

2.4. The Client acknowledges that software in general is not error or bug free and agrees that the existence of such shall not constitute a breach of these Terms and Conditions. If the Client discovers a material error in any software provided as part of the Services which substantially affects the Client's use of such software and notifies Silver Touch of the same within 30 (thirty) days of receipt of the software by the Client, Silver Touch shall use reasonable endeavors to correct that part of the software if it does not so comply, PROVIDED THAT such non-compliance has not been caused by any modification, variation or addition to the software or caused by its incorrect use, abuse or corruption or use of the software with other equipment which is incompatible. This is the sole extent of Silver Touch's liability. Silver Touch disclaims all other warranties with respect to any software provided as part of the Services whether express or implied, including but not limited to any implied warranties or fitness for any particular purpose, to the fullest extent permitted by law.

2.5. Silver Touch shall not be liable for any indirect or consequential loss or damage whatsoever, including loss of profits or revenue suffered by the Client.

2.6. In no event shall Silver Touch's entire and aggregate liability to the Client whether under the terms of these Terms and Conditions or otherwise (including and/or the laws of negligence and/or breach of statutory duty) exceed a total sum equal to the Contract value.

3. **Termination**

3.1. The contact can be terminated from the starting date of the contact with a written notice of 3 to 6 months by email and client will have to get confirmation of their email or a reply acknowledgment. Client will be charged for the services for this

notice period for full 3 to 6 months as per the contract. The termination notice will be agreed before the start of the contract.

4. **Taxes & Import Duties**

    4.1. The Client will pay all taxes, customs or other import duties, costs of regulatory approvals and the like. If Silver Touch meets any such costs the Client will make full reimbursement on demand.

5. **Limitation of Liability Clause**

    In no event shall Silver Touch Technologies (UK) Limited or its subsidiaries or any global group companies or its sub-consultants of any tier be liable for monetary, any special, incidental or consequential or otherwise damages arising in contract, tort, strict liability, warranty or otherwise, such as, but not limited to, delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of the equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power or inability to use the software/Site, or any of its contents, or from any act or omissions a result of using the software/site or such contents or for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the site/software. No representations, warranties or guarantees what so ever are made as to the accuracy, adequacy, reliability, completeness, suitability or applicability of the information to a particular situation.

6. **Non-Compete Agreement**

    The Client directly or indirectly shall not engage Silver Touch Technologies (UK) Limited and/or any global group companies / subsidiaries of Silver Touch Technologies (UK) Limited its ex-employees and employees who have worked on the client project/s, business, work or employ without written consent from Silver Touch Technologies (UK) Limited up to three years after termination of this contract voluntary or involuntary.

7. **Confidentiality**

   Each party hereby agrees that it shall and shall procure that its employees shall retain as confidential any Confidential Information of the other party. Information shall not be deemed to be confidential if:- (a) it is or comes into the public domain otherwise than by breach of these Terms and Conditions; or, (b) is required to be disclosed by law; or, (c) is disclosed to the receiving party by a third party lawfully entitled to disclose the same.

8. **Force Majeure**

   Neither party will be liable to the other for any delay in or failure to perform or comply with its obligations (except those relating to payment) under the Contract as a result of Force Majeure. The affected party shall promptly notify the other of the commencement and cessation of a Force Majeure. If Force Majeure continues for a period in excess of 90 days either party shall be entitled to terminate the Contract forthwith by written notice and without liability for termination. If the Contract is terminated under this Clause 8, all orders for Services placed prior to the date of termination will be deemed to have been cancelled and the Client shall pay Silver Touch for all Services already supplied, work-in-progress, and the cost of materials reasonably ordered by Silver Touch in expectation of completing the contract.

   Please Note that above are our standard Terms & Condition, however we are open to have mutually agreeable terms with the Client.