

- 1 **DEFINITIONS**  
Please refer to our website for details  
<http://www.asckey.com/Terms&Conditions>
- 2 **COMPANY'S OBLIGATIONS**
- 2.1 The Company will provide the Product to the Client in accordance with the Contract. For the avoidance of doubt nothing in this Contract shall be construed as restricting or prohibiting the Contractor from at any time providing services (whether or not similar to the Services) to any third party.
- 2.2 Without prejudice to any other obligation of confidentiality from time to time subsisting between the Client and the Company, the Company hereby undertakes (subject to the Client's written consent) not at any time hereafter to disclose any Confidential Information to any third party nor to use any Confidential Information save (in either case) as may be reasonably necessary for the purposes of providing the Services hereunder or as may be required under a court order or lawful order of a government authority.
- 2.3 The Company will use all reasonable endeavours to provide the Services to the Client within the estimated timings provided but all timings agreed to by the Contractor are business estimates only (but given in good faith) and the Company will not be liable for any loss, injury, damage or expenses arising directly or indirectly from any delay and time will not and can not ever be of the essence in respect of the Contractor's performance of its obligations hereunder.
- 3 **VARIATION**  
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- 4 **INVOICING & PAYMENT**
- 4.1 Payment is due in advance of any supply except in circumstances covered by Clause 4.2
- 4.2 All invoices raised under a trade account must be settled by the Client within 30 days of the date in invoice. Any disputed item must be notified to the Contractor by the Client within 14 days.
- 4.3 Without prejudice to any other contractual right, the Contractor reserves the right to charge interest on overdue invoices at a rate of 3% above Bank of England Base Rate, compounded monthly until settlement.
- 4.4 Prices quoted on Renewal Quotations are based on the Euro/£ exchange as at the date shown on the quotation We reserve the right to amend the final invoice should the exchange rate changes by more than 2% up or down before payment received.
- 4.5 If payment for a licence renewal is not received by the due date stated on the renewal quotation, then we reserve the right to deem the licence expired and for any renewal to be invoiced a full list price.
- 5 **FORCE MAJEURE**
- 5.1 Neither party shall be liable to the other under this Agreement, nor deemed in breach of this Agreement, for failure to carry out its provisions to the extent that such failure is caused by any cause beyond the parties' respective reasonable control including without limitation fire, war, riot, sabotage, sickness or industrial action.
- 6 **INTELLECTUAL PROPERTY RIGHTS**  
Each party acknowledges the existence of the other's intellectual property at the commencement of this Contract and neither party obtains any right to the other's intellectual property by entering into this contract.
- 6.1 The owner of the Product shall retain ownership of and all intellectual property rights in the Core Code and any additions or improvements to it.
- 6.2 Subject to the Client first paying to the Company all sums payable to the Company hereunder, the Client shall obtain a Run Time Licence for its use of the whole system, including Third Party Components, subject to all the terms and conditions attaching to these items
- 6.3 The Company shall not infringe the Intellectual Property Rights of any third party and shall indemnify the Client against all claims, costs and expenses that the Client may suffer as a result of any such infringement.
- 7 **WARRANTY**
- 7.1 The Company warrants that it has good title to or licence to supply all Products to the Customer.
- 7.2 If any part of the Products should prove defective in materials or workmanship under normal operation or service, such Products will be repaired or replaced only in accordance with any warranty cover and terms provided by the manufacturer of the Product PROVIDED THAT no unauthorised modifications to the product have taken place. The Company is not responsible for the cost of labour or other expenses incurred in repairing or replace a defective or non conforming parts
- 7.3 All software Products supplied hereunder are supplied "as is" and the sole obligation of The Company in connection with the supply of software Products is to use all reasonable endeavours to obtain and supply a corrected version from the manufacturer concerned in the event that any such software Product should fail to conform to its product description PROVIDED ALWAYS THAT the Customer notifies The Company of any such non - conformity within 90 day of the date of delivery of the applicable software product
- 7.4 If the Products are rejected by the Client as not being in accordance with the Client's order pursuant to clause 11.2 or 11.3. The Company will only accept the return of such Products provided that it receives notification thereof giving detailed reasons for rejection. The Company will not consider any claim for compensation Indemnity or refund until liability, if any, has been established or agreed with the manufacturer and where applicable the insurance company. Under no circumstances shall the Invoiced Products be deducted or set off by the Customer until The Company has passed a corresponding credit note.
- 8 **SPECIFICATION OF PRODUCTS**  
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- 9 **PROPRIETARY RIGHTS IN SOFTWARE**
- 9.1 The Customer hereby acknowledges that any proprietary rights in any Product supplied hereunder including but not limited to any title or ownership rights, patent rights, copyrights and trade secret rights shall at all times and for all purposes vest and remain vested in the Product owner.
- 9.2 The Client hereby acknowledges that it is its sole responsibility to comply with any terms and conditions of licence attaching to Products supplied and delivered by The Company (including if so required the execution and return of a Product licence). The Client is hereby notified that failure to comply with such terms and conditions could result in the Customer being refused a software licence or having the same revoked by the proprietary owner. The Client further agrees to Indemnify The Company in respect of any costs, charges or expenses incurred by The Company at the suit of a Product owner as a result of any breach by the Customer of such conditions.
- 9.3 **NO TITLE OR OWNERSHIP OF SOFTWARE PRODUCTS OF SOFTWARE PRODUCTS OR ANY THIRD PARTY SOFTWARE LICENSED TO THE CLIENT UNDER THIS AGREEMENT IS TRANSFERRED TO THE CUSTOMER UNDER ANY CIRCUMSTANCE**
- 10 **DATA PROTECTION**  
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- 11 **MISCELLANEOUS**  
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- 13 **LAW & JURISDICTION**
- 13.1 The contract shall be governed by and interpreted in accordance with English Law and shall be subject to the exclusive jurisdiction of the English court