

summary of *t's and c's*

Our supply of hardware, software and services (including maintenance, training etc) is performed under our General Terms of Hardware, Software and Consultancy Supply, a copy of which is available on request. The following are some important points, which we draw to your attention:

- 1. We understand and exercise our statutory right to interest under the Late Payment Of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment Of Commercial Debts Regulations 2002.**
- 2. The supply of hardware is subject to a retention of title clause.**
- 3. We never transfer title in the intellectual property of any work which we do, unless the assignment is explicitly in writing.**
- 4. Any software we supply may contain copy-protection and disabling mechanisms designed to prevent software theft and unauthorised use.**
- 5. Although we take all reasonable commercial efforts to ensure that third-party software we provide is legally licensed, our liability in respect of any software supplied which fails to be legally licensed is limited to the price we charged you for the software (or where there is a periodic licence, to the licence fees for the licence over a period) unless we explicitly state otherwise in writing.**
- 6. Our terms and conditions seek to restrict our liability in certain areas. Particularly, we seek to exclude liability for consequential loss. You should consider taking out insurance if you require these losses to be covered, or approach us for a revised estimate taking into account the level of liability you require.**
- 7. Our software is not designed for mission-critical situations or situations where life or safety are at stake. You acknowledge that no software is completely error-free and our terms restrict liability for errors provided that the software still functions substantially in accordance with its documentation.**
- 8. Any software we supply may be subject to an Annual Periodic Licence.**
- 9. We may sub-contract some of our obligations from time to time.**
- 10. We do not contract on any terms and conditions other than our own and all other terms and conditions are expressly excluded.**

11. During the course of pre-contract negotiations, we will be working closely with each other's staff. Accordingly, we promise that for a period of six months after the end of negotiations, or of any contract arising from those negotiations (whichever is the later), we will not approach any employee or contractor of yours, with whom we have had contact, with a view to offering them employment either directly or indirectly. In return, you agree that for the same period, you will not approach any employee or contractor of ours with whom you have had contact likewise.

COPIES OF OUR TERMS AND CONDITIONS ARE AVAILABLE IN LARGE PRINT.