

Seelogic Ltd Terms and Conditions

1. Interpretation

1.1 The definitions and rules of interpretation in this condition apply in these conditions:

"Customer"	means the person, partnership, firm or company purchasing or agreeing to purchase goods or services from the Supplier;
"Conditions"	means the terms and conditions of sale as set out herein;
"Contract"	means the Order and the Supplier's acceptance of the Order;
"Goods"	means the subject matter of the Contract including but not limited to all equipment, goods, software licences and support services supplied to the Customer by the Supplier;
"IPR's"	means all copyright, database rights, design right, trademarks, moral rights, know how, confidential information and any other intellectual property rights. Intellectual Property Rights includes registered and unregistered rights and applications for registration
"in writing"	means in written form and sent by post or contained and communicated in fax form or by email provided a copy of the email is posted or sent by fax by no later than the next following Working Day in each case subject to proof of delivery or transmission as the case may be.
"Proposal"	means the Suppliers proposal document addressed to the Customer in respect of the supply of goods and/or services;
"Order"	means a Purchase Order issued to the Supplier by the Customer on their official purchase order stationery or the Supplier's proposal document, which has been signed by an authorised person and returned to the Supplier in original form, in fax form or by electronic means;
"Services"	means services to be supplied by the Supplier to the Customer as set out in the Order;
"Supplier"	means Seelogic Limited of Bank House, Market Street, Whaley Bridge, High Peak, Derbyshire, SK23 7AA a company registered in England and Wales under company number 05200683; and
"Working Day"	means a day on which clearing banks generally are open for business in the City of London.

1.2 Any reference in these Conditions to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment.

1.3 Condition headings do not affect the interpretation of these conditions.

2. Application of Terms

2.1 These conditions are the only conditions upon which the Provider is prepared to with the Customer All terms and conditions appearing or referred to in the Order or otherwise stipulated by the Customer shall have no effect unless expressly accepted in writing by a director of the Supplier.

2.2 No cancellation of the Order by the Customer shall be valid unless made in writing and accepted in writing by the Supplier.

2.3 The Contract will be subject to these Conditions. All terms and conditions appearing or referred to in the Order or otherwise stipulated by the Customer shall have no effect unless expressly accepted in writing by a director of the Supplier.

3. Website Trading

3.1 the Supplier will accept orders from its Websites on a business to business trading basis only, orders will not be accepted from consumers i.e. persons who are not in the course or trading.

4. Price

4.1 The Customer shall pay for the Goods and/ or Services in full in accordance with the payment terms specified in the Proposal and all Goods other than hardware are payable within 7 days, Hardware and Services are payable within 30 days (respectively "the Payment Date")

5. Settlement Terms

5.1 Payment dates

Payment must be made on the Payment Dates.

5.2 Supplier's Right of suspension, cancellation and termination

The Supplier reserves the right to suspend or cancel further deliveries either under the Contract or any other contract which the Customer may have with the Supplier unless and until the payment is received as a cleared effect on the Payment Date. The Supplier's right includes termination of the Contract and a claim for breach of contract on the part of the Customer.

5.3 Default Interest

If the Customer fails to pay on the due date any amount which is payable to the Supplier pursuant to the Contract then without limiting any rights available to the Supplier, that amount shall bear interest from the due date until payment is made to the Supplier (both before and after any judgment) at whichever is the greater of the highest rate permitted under the Late Payment of Commercial Debts (Interest) Act 1998 and 4% per cent per annum over Bank of England base rate from time to time.

6. Reservation of the Title

6.1 Although goods supplied by the Supplier to the Customer shall be at the Customer's risk immediately on delivery to the Customer.

Goods

(a) the property in the Goods shall not pass from the Supplier to the Customer until the Goods have been paid for in full.

(b) Until the property in the Goods shall pass from the Supplier to the Customer as aforesaid the Customer shall hold the Goods as bailee of the Supplier.

Services

(c) The title and ownership of all IPR's in the Services shall remain vested in the Supplier but the Customer shall have a perpetual non exclusive royalty free license to use such IPR's for its own business purposes only but subject to an absolute prohibition to the extent shall not sell, change, modify vary nor re-engineer or otherwise deal with for the IPR's.

(d) The license referred to in (c) will automatically cease in the event of non payment on the Payment Date whether non payment relates to any Goods and/ or Services relating to the Contract.

7. Delay

7.1 Unless specifically agreed otherwise in writing by the Supplier any delivery date notified by the Supplier to the Customer is an estimate only and the Supplier will not be liable for the consequences of any delay in fulfilling the Order.

7.2 The Supplier shall not be liable for the consequences of any delay in or damage sustained to Goods during transit where carriage is undertaken by a third party over whom the Supplier has no control. Carriage shall be at the Customer's own risk in these circumstances and the Customer should arrange its own insurance and/or carriage.

8. Customer Delay

8.1 the Supplier reserves the right to raise invoices for Goods and Services available for supply on the delivery date notified to the Customer. Should the Supplier not be permitted deliver the Goods and/or to carry out the Services required in respect of the Goods as a result of the Customer not being in a position to accept delivery, then price for the Goods and any Services required in respect of them shall nonetheless be payable as if the Goods had been properly delivered and the Services performed on the date on which they would have been delivered but for the Customers default in taking delivery.

9. Defective Goods and Consequential Loss

9.1 If the Goods shall prove defective or otherwise not of merchantable quality, the Supplier will replace them or, at the Supplier's absolute discretion, refund the purchase price.

9.2 It is in every instance for the Customer to satisfy himself that the Goods are fit and suitable for the purpose for which he requires them and to the extent permitted in law all warranties and conditions express or implied, statutory or otherwise, as to the quality or fitness for any purpose of the Goods are expressly excluded and no warranty, condition, description or representation is to be taken as having been given or implied by anything said or written by or on behalf of the Supplier on or prior to the Goods being ordered.

9.3 Without prejudice to the generality of clause 9.2 and 9.2, it is expressly agreed and understood by the Customer that the Supplier's liability in respect of defective or otherwise unmerchantable goods shall under no circumstances whatsoever extend beyond the price paid for such goods; in particular the Supplier shall not be liable for any damage to property nor any direct loss, consequential loss, or loss of profit of whatsoever nature, howsoever caused, arising out of any defect in the goods, or from their failure to correspond to any description or representation or from their unsuitability for any purpose.

9.4 Defects in or damage to Goods delivered or loss of Goods in transit shall not be cancelled by the Customer of the remainder of any order or contract with the Supplier and each Contract shall be treated as mutually exclusive of any other/s.

10. Training & Consultancy

10.1 A minimum of one week's notice is required in writing to cancel any agreed date for training or consultancy Services. Any shorter notice may result in a charge for the day's activity.

11. Performance of Systems

11.1 where software is to be loaded to Goods not supplied by the Supplier then no guarantees are made as to the performance of the software on such equipment and the loading and commissioning of the system can only be undertaken on a time and materials basis and invoiced accordingly.

- 11.2 the Supplier cannot accept liability for the failure or non-working of any hardware or software installed caused by the Customer's equipment where the equipment has not been installed or checked and approved by the Supplier.
- 11.3 after installation of systems the Customer will be required to sign an acceptance form to indicate its acceptance that the Services have been performed satisfactorily. The Supplier will retain the acceptance form and any other appropriate evidence that Services have been performed correctly. Where the Supplier is required to carry out remedial work because of alterations to systems which have not been carried out by the Supplier, (e.g. the Customer or another of their suppliers or agents has loaded additional software or hardware causing disruption of the system) then the Supplier will charge for the remedial work. This work will not be covered under the terms of any warranty, maintenance contract or service contract.

12. Patents and Intellectual Property Rights

- 12.1 The ownership of all IPR's in any systems developed by the Supplier for the Customer remain exclusively with the Supplier unless the parties otherwise agree in writing.

13. Software Licences

- 13.1 Software is licensed not sold, and is supplied by the Supplier subject to the acceptance by the Customer of the Supplier's standard terms for a software licence agreement.

14. Insolvency

The Contract may be terminated by either party if the other party is:

- (a) involved in any legal proceedings concerning its solvency; or
- (b) ceases trading; or
- (c) commits an act of bankruptcy or its adjudicated bankrupt or enters into liquidation, whether compulsory or voluntary (other than for the purposes of an amalgamation or reconstruction); or
- (d) makes an arrangement with its creditors or petitions for an administration order or has a Receiver or Manager appointed over all or any part of its assets; or
- (e) generally becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986.

15. Relationship with Suppliers

- 15.1 Any offer is made on the clear understanding that the Supplier, though committed to its close working relationship with its own suppliers, is an independent contractor and is not, nor does it represent itself to be, an employee, partner, franchisee or agent of any of its suppliers.

16. Invalidity

- 16.1 the invalidity, illegality or unenforceability of any provision of these conditions should not affect the other conditions.

17. Law and Jurisdiction

- 17.1 the Conditions shall be governed by and construed in accordance with English Law and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.