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# **ENTERPRISE SOLUTIONS**

## **TERMS OF SERVICE**

### **INTRODUCTION**

The following term and conditions are the terms on which Enterprise Solutions (the Company) sells Products or Services to clients (the Buyer) and supersede all other terms and conditions used by the Company.

#### **1. ORDERS, PRICE AND PAYMENT**

- 1.1 No contract shall come into existence until the Company confirms the order for Products or Services in writing.
- 1.2 The price (inclusive of VAT) for the Product or Services shall be the quoted price of the Company and payment of the Price shall be made by the within 30 days of the date (the Due Date) of the invoice for the Goods.
- 1.3 If the Price is not paid by the Due Date the Buyer will be liable to an additional payment of reasonable liquidated damages.
- 1.4 The Company reserves the right to seek a court judgement and enforcement to where a Buyer fails to make payment by the due date. In these circumstances, the Buyer will be provided with notice of such action being considered and offered the opportunity to make payment before court action is taken.
- 1.5 Interest shall accrue both before and after court judgement on the unpaid portion of the Price at the rate of eight per cent above the base rate from time to time of Natwest Bank.
- 1.6 Any cancellation of any order by the Buyer must be in writing, and agreed as cancelled also in writing by the Company. In the case of cancellation, the Buyer may be released from its obligation under the contract after payment of a sum for reasonable liquidated damages.

#### **2. PRODUCTS AND SERVICES**

- 2.1 The description and quantity of the Products or Services to be sold shall be as set out in the quotation provided by the Company to the Buyer. (the Quotation)

#### **3. DELIVERY**

- 3.1 The Company shall execute delivery of the Product or Services to the Buyer at an agreed address and on the date as both are shown on the Quotation. Time shall be of the essence for delivery unless a specified date of delivery is provided. The Buyer shall make all necessary arrangements to take delivery of the Product or Service on the day notified by the Company for delivery.

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#### 4. ACCEPTANCE

4.1 The Company must be advised in writing by recorded delivery of its consideration of any sub-standard delivery of the Product or Services as soon as they are revealed to the Buyer who shall be deemed to have accepted the Product or Service if they have not been rejected on or before the seventh day after delivery. The Buyer shall not be entitled to reject the Product or Service in whole or part thereafter.

#### 5. TITLE AND RISK

5.1 Where products are provided, they shall be at the risk of the Buyer following delivery and notwithstanding delivery, title in the goods shall not pass to the Buyer until the Company has made payment of all sums owing to the Company failing which the Company shall have the right to repossess or otherwise recover the Products. Until title passes the Buyer shall hold the Products as bailee for the Company and shall store or mark them so that they can be at all times identified as the Products of the Company.

#### 6. COPYRIGHT

6.1 Unless expressly specified within the provision of products or services, the copyright to intellectual technology, ideas, materials, methods and know-how contained within products and services will be owned by the Company. The Buyer will have no right to resell or reproduce products, technology, ideas, materials, methods and know-how unless agreed in writing with the Company.

#### 7. FORCE MAJEUR

7.1 The company shall not be liable for any default due to any circumstance beyond the reasonable control of the Company including, but not limited to, Acts of God, war, civil unrest, strike, lock-out, acts of civil or military authorities, terrorism, fire, flood, earthquake or shortages of supply.

#### 8. GENERAL

8.1 If any term or provision of these Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provision hereof shall continue in full force and effect as if these Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

8.2 The headings in these Conditions are for ease of reference only and shall not affect the interpretation of any of the Conditions.

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## 9. CONTRACT

9.1 Notwithstanding any other provision of this agreement, nothing herein shall confer or is intended to confer a benefit on any third party for the purpose of the Contract (Rights of the Third Parties) Act 1999 or for any other purpose.

## 10. DISAGREEMENT

10.1 In the event of any dispute about the relationship between the Company and a Buyer, the resolution of such concerns will be based upon the principle of mutual respect and a desire to find a solution speedily and informally.

10.2 Where a concern cannot be resolved, and subject to Paragraph 1.4 above and Section 7 of the Company's policy on Confidentiality, the Company will, in agreement with a Buyer, refer the issue to the Chartered Institute of Arbitrators.

## 11. ENTIRE AGREEMENT

11.1 Each of the parties agrees that save in respect of statements made fraudulently it shall have no remedy in respect of any untrue statement upon which it relied in entering an Agreement and that its only remedies shall be for breach of contract.

## 12. GOVERNING LAW AND JURISDICTION

12.1 The laws of England and Wales shall govern this agreement and the parties hereby submit to the non-exclusive jurisdiction of the courts of England and Wales.