

## Definition of Terms:

1TS: 1T Solutions Ltd, 3 The Crescent, Doncaster Road, ROTHERHAM S65 1NL  
ABRT:

## This is a formal agreement between 1T Solutions Limited and the Client.

### 1 INTERPRETATION

In these Conditions:

- '1TS' means the Supplier.  
'ABRT' also means the Supplier.  
'Buyer' means the person who accepts a quotation of the Supplier for the Services or whose order for the Services is accepted by the Supplier  
'Client' means the Buyer.  
'Conditions' means the standard terms and conditions of supply set out in this document and (unless the context otherwise requires) include any special terms and conditions agreed in writing between the Buyer and the Supplier  
'Contract' means the contract for the purchase and supply of the Services  
'Goods' means the goods (including any instalments of the goods or any parts for them), which the Supplier is to supply in accordance with these Conditions  
'Services' means the services, which the Supplier is to supply in accordance with these Conditions  
'Supplier' means 1T Solutions Limited, formally ABRT Limited, registered in England (company registration number: 4259976). Wherever applicable, includes both staff and agents employed directly or indirectly by ITS.
- Note:** All the terms and conditions apply to SERVICES rendered and HARDWARE or SOFTWARE (both bespoke and shrink wrapped) supplied by 1T Solutions Ltd.

### 2 BASIS OF THE SUPPLY

All contracts for the sale of goods and/or provision of services by the Supplier shall incorporate these conditions in so far as such conditions are not varied by any special terms or conditions agreed in writing between the parties and any terms and conditions in the buyers order which are inconsistent with these conditions shall have no effect. Any variation of the contract will become binding only if confirmed in writing by the parties.

- 2.1 No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Supplier.
- 2.2 Any advice or recommendation given by the Supplier in relation to the Goods and Services, and in particular to the suitability of the Goods and Services, shall be followed or acted upon entirely at the Buyer's own risk, and the Supplier shall not be liable for any such advice or recommendation.
- 2.3 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document issued by the Supplier may be corrected without any liability of the Supplier.
- 2.4 The Supplier shall provide the Services at the Buyer's premises or elsewhere as may be necessary for the due performance of them.
- 2.5 The Supplier shall keep records of all acts and things done by it in relation to provision of the Services and at the Buyer's request shall make them available for inspection and/or provide copies to the Buyer.
- 2.6 If the Supplier's personnel shall be prevented by illness or injury from performing the Services the Supplier or the person himself shall report the fact forthwith to the Buyer and in the case of an absence of a certain duration shall keep the Buyer informed of the reason for its continued absence and of its expected duration. If the absence of illness or injury continues for more than seven consecutive calendar days the Supplier or the person himself shall provide the Buyer with a doctor's certificate for each week of his continued absence.

#### Software

- 2.7 Without exception, 1TS are the sole owners of all intellectual property and copyright of all software and websites developed by ITS

### 3 ORDERS AND SPECIFICATIONS

- 3.1 The Buyer shall be responsible to the Supplier for ensuring the accuracy of any order or specification and the timely provision of any necessary information relating to the Goods and Services.
- 3.2 The Buyer shall indemnify the Supplier against all loss, damages, costs and expenses awarded against or incurred by the Supplier in connection with the settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights as a result of this contract.
- 3.3 The Supplier reserves the right to make any changes in the specification of the Goods and Services which are required to conform with any applicable statutory or EC requirements or which do not materially affect quality or performance.
- 3.4 No order, which has been accepted by the Supplier, may be cancelled by the Buyer without a full indemnity satisfactory to the Supplier.

#### Software

- 3.5 The software developed will be for the exclusive single site use by the Client.
- 3.6 Any information supplied to ITS by the Client is accepted by ITS on the basis that it does not infringe any third party copyright and copyright of all information and material supplied in whatever shape or form for incorporation, deployment or distribution with or as part of the software developed by ITS passes on to ITS in its entirety.
- 3.7 Any software licensed for use by a Client is on the express understanding that the ownership of all media including printed materials supplied and data incorporated into the system remains with ITS. Any initial payments made by the Client simply recompenses the supplier for the costs of distribution, supply, general overheads and in part the intellectual ownership of the supplier.
- 3.8 Unless agreed otherwise, in writing, all licence agreements are for a period of one year, renewable no later than one month prior to expiration of any such licence.
- 3.9 Should the software licence lapse for any period then the Client will be liable for any initial fees payable as part of the licence agreement to continue to use the software. This initial fee is not applicable to the Client commissioning the initial software development.

**4 PRICE OF THE GOODS AND SERVICES**

- 4.1 The price of the Goods and Services shall be the Supplier's quoted price. This price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Supplier. The quoted price will remain valid for seven working days only or until earlier acceptance by the Buyer after which time it may be altered by the Supplier without giving notice to the Buyer.
- 4.2 The Supplier reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods and Services to reflect any increase in cost to the Supplier due to any factor beyond the control of the Supplier, any change in delivery dates, quantities or specifications for the Goods and Services requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Supplier adequate information or instructions.
- 4.3 All prices for Goods are given on an ex works basis, and where the Supplier agrees to deliver any goods otherwise than at the Supplier's premises, the Buyer shall be liable to pay the Supplier's charges for transport, packaging and insurance.
- 4.4 Any additions or changes to the original system specification will be subject to separate negotiations.
- 4.5 There will be a charge of 15% of development cost for each and every additional off-site use of the software.

**5 TERMS OF PAYMENT**

- 5.1 Subject to any special terms agreed in Writing between the Buyer and the Supplier, the Supplier shall be entitled to invoice the Buyer for the price of the Goods and Services on or at any time after delivery of the Goods and Services, unless the Goods and Services are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods and Services, in which event the Supplier shall be entitled to invoice the Buyer for the price at any time after the Supplier has notified the Buyer that the Goods are ready for collection or (as the case may be) the Supplier has tendered delivery of the Goods and Services.
- 5.2 The Buyer shall pay the price of the Goods and Services in full within seven calendar days from the date of the Supplier's invoice and the Supplier shall be entitled to recover the price, notwithstanding that delivery of the Goods and Services may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.
- 5.3 For the purposes of clause 5.3.2 if the Buyer shall:
  - 5.3.1 fail to pay the Supplier on or by the due date any sum payable becomes due under contract or
    - 5.3.1.1 being a company shall have a Receiver appointed or pass a resolution for winding-up other than for reconstruction or a Court shall make an order to that effect or
    - 5.3.1.2 not being a company shall have a receiving order made against him or
    - 5.3.1.3 enter into any composition or arrangement with his creditors or
    - 5.3.1.4 commit a breach of any other obligation under any contract with the Supplier or
    - 5.3.1.5 cease trading or thereafter cease trading;
 the Supplier shall be entitled to take the actions contained in clause 5.3.2.
  - 5.3.2 Upon the happening of the events in clause 5.3.1 the Supplier shall be entitled to, without prejudice to its own rights:
    - 5.3.2.1 cancel the Contract or suspend any further delivery of Goods and Services to the Buyer
    - 5.3.2.2 appropriate any payment made by the Buyer to such of the Goods and Services (or the goods and services supplied under any other contract between the Buyer and the Supplier) as the Supplier may think fit (notwithstanding any purported appropriation by the Buyer)
    - 5.3.2.3 charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of 0.1 per cent per day on a daily compounding basis until the payment of all monies due is made in full
    - 5.3.2.4 retain any Goods or any other goods of the Buyer in the Supplier's possession and dispose of them and use any sale proceeds to pay the balance on any outstanding invoices at the date of disposal
    - 5.3.2.5 to bring an action for the price notwithstanding that property in the Goods has not passed to the Buyer
- 5.4 The Buyer shall not be entitled to withhold payment of any amount payable under the Contract to the Supplier because of any disputed claim of the Buyer in respect of faulty goods or any other alleged breach of the Contract, nor shall the Buyer be entitled to set off against the amount payable under the Contract to the Supplier any monies which are not then presently payable by the Buyer or for which the Buyer disputes liability.
- 5.5 In case of regular standing order payment for goods and services, should any payment fail, the supplier reserves the right to take payments for the failed amounts via an alternative method such as a debit or credit card without notification.

**Software**

- 5.6 If no software problems have been reported within the period specified in clauses 8.11 and 8.12, 1TS will deem that the software has been completed to the Client's full satisfaction.
- 5.7 Any outstanding payments will become immediately payable upon completion of the software as detailed in clause 5.5.

**6 DELIVERY**

- 6.1 Delivery of the Goods and Services shall be made by the Buyer collecting the Goods and Services at the Supplier's premises at any time after the Supplier has notified the Buyer that the Goods and Services are ready for collection or, if some other place for delivery is agreed by the Supplier, by the Supplier delivering the Goods and Services to that place in which case the method of dispatch, transportation and delivery will be determined by the Supplier.
- 6.2 Any dates quoted for delivery of the Goods and Services are approximate only and the Supplier shall not be liable for any delay in delivery of the Goods and Services unless the parties have agreed guaranteed delivery dates in writing.
- 6.3 Where delivery is to be made in instalments, each delivery shall constitute a separate contract.
- 6.4 If the Supplier fails to provide the Goods and Services for any reason other than any cause beyond the Supplier's reasonable control or the Buyer's fault, and the Supplier is accordingly liable to the Buyer, the Supplier's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods and services to replace those not delivered over the price of the Goods and Services.
- 6.5 If the Buyer fails to take delivery of the Goods or fails to give the Supplier timely and adequate delivery instructions then, without prejudice to any other right or remedy available to the Supplier, the Supplier may store the Goods in a place to be determined by the Supplier until actual delivery and charge the Buyer for the reasonable costs (including insurance) of such storage.

**Software**

- 6.6 1TS will endeavour to complete the software by the agreed completion date as specified in the confirmation of order.

- 6.7 Should the development process prove to be longer than expected for any software development undertaken by ITS on a fixed price basis, there will be no additional charges to the Client. Furthermore, no penalties will be incurred by ITS.
- 6.8 In the event that software development is impaired due to the Client failing to furnish information required for said development, ITS will deem the completion date to be null and void and where applicable ITS will be entitled to seek compensation for the resulting disruption in their work schedule.
- 6.9 Upon completion of the system and of any subsequent revisions, the Client must accept delivery no later than five working days of being notified of the system's readiness. Should the Client fail to allow ITS to either install or deliver the system, ITS will deem to have delivered the system no later than five working days from the original date of notification.
- 6.10 Once the software system is delivered, the Client must test the software and notify ITS in writing within fourteen days of any omissions, software bugs or problems.
- 6.11 If no software problems have been reported within the above period, ITS will deem that the software has been completed to the Client's full satisfaction.
- 6.12 Unless covered by a separate maintenance contract, Client shall be liable, at the current ITS standard rate of charges, for all goods and services, including any telephone support supplied to the Client after the initial three months period listed in clause 8.14.
- 6.13 Upon expiration, termination or lapse of any software licence, Client must immediately cease to use the said software and return all material pertaining to and supplied with the software to ITS.

## **7 RISK AND PROPERTY**

- 7.1 Risk of damage to or loss of the Goods shall remain with the Buyer in the case of Goods delivered at the Supplier's premises or awaiting the Services or after the application of the Services from the time of their delivery to the Buyer.
- 7.2 The Supplier will only be held liable for damage or loss of Goods in transit when Goods are transported using the Supplier's own vehicles and drivers.

## **8 WARRANTIES AND LIABILITY**

- 8.1 Subject to the conditions set out below the Supplier warrants that the Goods and Services will be supplied with reasonable care and skill.
- 8.2 The above warranty is given by the Supplier subject to the following conditions:
  - 8.2.1 the Supplier shall be under no liability in respect of any defect in the Goods and Services arising from any specifications supplied by the Buyer;
  - 8.2.2 the Supplier shall be under no liability which arises from; fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Supplier's instructions (whether oral or in writing), misuse, alteration or repair;
  - 8.2.3 the Supplier shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods and Services has not been paid by the due date for payment.
- 8.3 Subject as expressly provided in these Conditions, and except where the Goods and Services are supplied to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 8.4 Any claim by the Buyer which is based on any defect in the quality of the Goods and Services or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Supplier within seven days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Supplier accordingly, the Supplier shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods and Services had been delivered in accordance with the Contract.
- 8.5 Where any valid claim in respect of the Goods and Services which is based on any defect in the quality of the Goods and Services or their failure to meet specification is notified to the Supplier in accordance with these Conditions, the Supplier shall be entitled to refund to the Buyer the price of the Goods and Services (or a proportionate part of the price), but the Supplier shall have no further liability to the Buyer.
- 8.6 The Supplier shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any damage to the Goods and Services any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Supplier, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods and Services except as expressly provided in these Conditions except in respect of death or personal injury caused by the Supplier's negligence.
- 8.7 The Supplier shall not be liable to the Buyer for failure of performance or delay in performance, if the delay or failure was due to a cause beyond the Supplier's reasonable control including, without prejudice to the generality of that wording, Act of God, fire, flood, accident, power failure or break down in machinery, acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority.
- 8.8 If the Supplier is delayed or prevented from performing its obligations owing to the circumstances or any other circumstances envisaged in 8.7 then:
  - 8.8.1 the time for delivery shall be extended accordingly; or
  - 8.8.2 the Supplier may (by giving notice in writing to the Buyer) at any time cancel the contract (but this shall not affect the right of the Supplier to receive payment in respect of Goods and Services delivered or supplied prior to cancellation); or
  - 8.8.3 the Supplier shall not be liable for any loss or damage direct, indirect, consequential or otherwise.
- 8.9 Any description of the Goods and Services agreed to be sold or supplied by the Supplier whether oral or in writing and (in particular but without affecting the general wording) any description contained in the confirmation order, tender quotation, despatch note or invoice relating to the goods or services is given by way of identification only and the use of such description shall not constitute a sale by description.

### **Software**

- 8.10 Once the software system is delivered, the Client must test the software and notify ITS in writing within fourteen days of any software bugs or problems.
- 8.11 In the event of any bugs being reported within the said period, these will be corrected by ITS and revised software delivered to the Client at the earliest possible opportunity. Upon delivery of such updates, the Client must inform ITS of any further bugs within seven days.
- 8.12 Any bugs or problems not reported within the specified time scale and requiring further work may be subject to additional charges.
- 8.13 All software developed by ITS will be deemed to be under maintenance for a period of three months from the date of the last software update. In order to receive continuing long-term support, the Client is advised to extend the maintenance period, currently charged at an annual rate of fifteen percent of the total development cost.
- 8.14 ITS is not obligated in any way to retain any in-house expertise to service any software developed by ITS, which is not under maintenance.

**9 SUPPLIER'S LIEN CLAUSE**

- 9.1 The Supplier may retain any goods supplied as between the Buyer and the Supplier until full payment has been made by the Buyer to the Supplier (whether or not credit has been given).
- 9.2 In the event that the Buyer fails to pay any one or more invoices by the due date the Supplier may dispose of any goods supplied as between the Buyer or the Supplier and in the Supplier's possession (whether in respect of the work to which the invoice relates or otherwise) and use any sale proceeds to pay the balance on any outstanding invoices at the date of disposal.

**10 RETENTION OF TITLE**

- 10.1 Title to any consignment of goods or any part thereof delivered by the Supplier to the Buyer shall not pass to the Buyer but shall remain with the Supplier until payment in respect of all consignments has been received by the Supplier until such time as title passes to the Buyer, the Buyer shall hold the goods as the Supplier's bailee and shall keep the goods separate from those of the Buyer and any third party and the Supplier shall be entitled at any time to require the Buyer to deliver up the goods to the Supplier and if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the goods are stored and repossess the goods.
- 10.2 The Buyer shall be at liberty to resell Goods, which remain the Suppliers property under this clause on the following conditions:
  - 10.2.1 any sale shall be effected by the Buyer as agent for the Supplier provided that the Buyer shall have no authority to create privity of contract between the Supplier and any customer to whom the Goods are sold;
  - 10.2.2 the Buyer will hold the proceeds of any such resale as trustee for the Supplier separate from its own monies in a separate identifiable bank account;
- 10.3 If the Buyer fails to pay in full for the Goods delivered by the date under clause 5 above, the Supplier shall be entitled to bring an action for the price notwithstanding that property in the Goods has not passed to the Buyer.

**11 TERMINATION**

- 11.1 In addition to any other rights of termination either party may terminate this Agreement forthwith by notice in writing to the other if the other commits a breach of this Agreement which in the case of a breach capable of remedy shall not have been remedied within thirty days of the receipt by the other of a notice from the innocent party identifying the breach and requiring its remedy.

**12 ASSIGNMENT**

- 12.1 Subject to the provisions of the other clauses of this Agreement neither party shall assign transfer or in any other manner make over to any third party the benefit and/or burden of this Agreement without the prior written consent of the other.
- 12.2 Should the Client find another company or party wishing to purchase the software, commissioned by the client, the Client will be entitled to a commission of up to 35% of the sale price, excluding costs of any additional work to be carried out to development or tailor the software to the third party's requirements .
- 12.3 The Client can not give away, sell or in any way transfer ownership or licence of any software developed by ITS to any other party what so ever without prior consent and written agreement from ITS.

**13. GENERAL**

- 13.1 Advice, operating instructions, technical data, reports, schemes and recommendations, whether made orally or in writing, given prepared or made by the Supplier or its representative or agents which are supplied without charge are submitted only on a voluntary basis and on condition that the Supplier (whilst believing it or them to be generally accurate and reliable) shall have no liability in that respect.
- 13.2 All notices shall be in writing and sent to the address of the recipient at its registered office or such other address as may at the relevant time have been notified. A notice shall be deemed to have been received, if by hand when delivered, if by telex or facsimile when sent, and if by first class post, 48 hours after posting.
- 13.3 No waiver by the Supplier of any breach of these Conditions by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 13.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.
- 13.5 Any dispute arising under or in connection with these Conditions or the supply of the Services shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of the Law Society.
- 13.6 These Conditions shall be governed by the laws of England.
- 13.7 The Supplier may sub-contract its obligations under the whole or part of any contract.
- 13.8 The Buyer shall treat as confidential all details of the methods in use for the goods or services supplied by the Supplier or any operating instructions or technical data acquired from the Supplier except where such information is in the public domain (otherwise than through a breach of this clause).
- 13.9 The headings in these Conditions are inserted for convenience only and where appropriate any words denoting the singular shall include the plural and vice versa.

**Software**

- 13.10. Client will not either directly or indirectly through a subsidiary or a sister company or any other associated company in which the Client has any influence or shares in part or whole offer employment in any shape or form to any one or more individuals working for ITS for a period of one year after the termination of their employment or contract with ITS.
- 13.11. Any information gained by the Client whether orally, written or in an electronic form from the supplier, its staff or agent will not be passed on to any third party without prior written consent from ITS.
- 13.12. Client must take all reasonable steps so as not to cause or permit anything which may damage or endanger the Intellectual Property or the Supplier's title to it or assist or allow others to do so.
- 13.13. The Client must notify the Supplier of any suspected infringement of the Intellectual Property, and to take such action as the supplier shall require.