

# 3Ge-solutions - Terms and Conditions of Business

## DEFINITIONS

The 'SELLER' means 3Ge-solutions of P.O.Box 27667, London N9 8SB.  
The 'COMPANY' means 3Ge-solutions of P.O.Box 27667, London N9 8SB.  
The 'CUSTOMER' means any person, firm or company purchasing Goods or Services supplied by 3Ge-solutions..

## CONDITIONS APPLICABLE

Unless otherwise agreed in writing these Conditions shall prevail over any conditions stipulated by the Customer.

## SPECIFIC CONDITION OF SALE

The Seller reserves the right to decline to trade with any company or person. In the event that the Seller declines to accept an order in respect of which payment has been received, the full amount of such payment will be refunded.

## RETURNS

Any goods approved for return must be advised in writing quoting the Seller's invoice number. The Seller disclaims liability for any returns whilst in transit to the Seller. The Seller reserves the right to charge a reasonable handling charge where this is justified. Goods returned for replacement or credit when supplied correctly, will be subject to a 15% handling charge.

## LAW

This contract shall in all respects be construed and operate as an English contract, conform to and be governed by English law and be subject to the jurisdiction of the English courts.

## CANCELLATIONS

The Customer shall not be entitled to cancel an order once accepted in whole or in part except by prior agreement with the Seller and against prior payment of a reasonable cancellation charge to be specified by the Seller.

## FORCE MAJEURE

The Company will not be responsible for damage, delays or non-performance directly or indirectly caused by lack of adequate instructions from customers, governmental regulations or requirements, unavailability of material, work stoppages, strikes, slow-downs, boycotts and other causes (whether or not similar in nature to any of those herein before specified) beyond the Company's reasonable control and in such a case may wholly or partially suspend shipment of goods, services or equipment.

## DELIVERY

Any delivery date quoted is not guaranteed nor is the time quoted for delivery a condition of the contract. The Seller will not be liable for any failure to meet a delivery date nor for loss or consequential loss of any kind arising from a delay in delivery howsoever caused.

## NON-DELIVERY

The Customer has 7 days from invoice date, to inform the Seller of any discrepancy in the quantity delivered.

## PRICES & QUOTATIONS

Any prices quoted may (unless otherwise stated in the quotation) be varied by the Seller in accordance with cost variations.

## LOSSES

No further claim of whatsoever nature shall be entertained and in particular we shall not be liable for any damages or any direct or consequential loss of any nature.

## DEPOSITS

The Company reserves the right to ask the Customer for a Deposit towards the value of Goods or Services supplied to him under this contract. The Company shall state in writing at the time of quotation the value of deposit required.

## SUPPORT & MAINTENANCE FEES

Software supplied by the Company is sold together with mandatory annual support & Maintenance cover as described in the following paragraph. In accordance with the then current Support & maintenance programme as determined by the Product Manufacturer. Support & Maintenance fees are calculated either as a percentage of the then current list price or as a fixed fee for the Software registered to the Customer. Support and Maintenance is recalculated annually and is paid by the Customer prior to the commencement of the Support & Maintenance period. There is a reinstatement fee for lapse coverage, charged in accordance with the then current Maintenance & Support programme.

## SOFTWARE SUPPORT & MAINTENANCE ENTITLEMENT

Support & Maintenance comprises Technical Support as well as any Maintenance releases, Software Upgrades, or "like software" which the Product Manufacturer may make generally available during the Support & maintenance period. If the Customer fails to make timely payment of the Support & Maintenance fee, the Company shall have no obligations under this paragraph and the Customer shall forfeit the right to Software Upgrades, Maintenance Releases and/or Technical Support for the remaining term of the Agreement. The Product Manufacturer shall have the sole discretion to determine which, if any, new software releases constitute "like product" hereunder.

## RETENTION OF TITLE

The Goods shall remain the property of 3Ge-solutions until payment is made in full for all sums due under all Contracts between the Company and the Customer. The Customer shall hold the goods as fiduciary agent and bailee for the Company, shall store the same in such a way that it can be identified as the Company's property and shall keep it separate from the Customer's own property and the property of any other person. At any time whatsoever the Company shall be entitled to recover Goods property in which remains in the Company and for that purpose the Customer hereby grants to the Company, its agents and employees an irrevocable license to enter any premises where such Goods are stored in order to reposes the same.

If in the normal course of business the Customer shall sell Goods the property in which remains (prior to such sale) in the Company:

(A1) the Customer shall hold on trust for the Company absolutely all the benefit and/or rights arising under any such contract of sale:

(A2) the Customer shall hold on trust for the Company absolutely all proceeds of any such contract of sale and shall pay the same into a separate bank account ("the trust account") (which shall at no time have paid into it monies other than the monies held on trust for the Company and shall at no time be overdrawn) as trustee for the Company.

If as a result of or the exercise of its rights referred to above (A1) & (A2), the Company receives any monies, the same will not in whole or in part discharge:

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- (1) any of the Customer's liability to pay the purchase price under this or any other contract between the Company and the Customer or
- (2) any other debts owed by this Customer to the Company.

However if as a result of payment by the Customer of all or part of the monies owed by it to the Company under this or any other contract together with receipt by the Company of monies as a result of or of the exercise of its rights under (A1) and/or (A2) above, the Company receives in total monies exceeding in amount the Customer's contractual debts to it, the Company shall pay to the Customer a sum equivalent to such excess.

The Customer's rights to use or sell the Goods are automatically revoked on the appointment of an administrative receiver to the Customer.

## INTELLECTUAL RIGHTS

The Customer acknowledges that the Company is the owner of all the Intellectual Property Rights in the all Materials defined in the next paragraph.

The Company retains the right to any Software, Website or Manual produced for the Customer unless stated otherwise and the Customer cannot distribute such material without the prior agreement of the Company. In addition any Training Manuals and Notes are provided in confidence and may not be sold, or reproduced without prior permission from the Company.

## PAYMENT TERMS

The Customer is liable to pay for all goods/services supplied to him by the Seller on or before the 14th day following the date of invoice or in accordance with any individual settlement terms agreed in writing with the Seller. If payment is not made by the 14th day following the date of the invoice, the Seller shall be entitled to charge interest on the amount due from that date until the date of payment in full (whether before or after judgment) at 5% over the base rate of the HSBC Bank Plc. 3Ge-solutions reserves the right to hold, on file, valid credit card details to be held as surety against any account; only to be used in the event of non-compliance with 3Ge-solutions standard Terms and Conditions.

## CONSULTANT SERVICES

The Customer must provide their requirements and specifications in writing ("Statement of Work") at least 5 business days prior to the pre-arranged date the Consultant Services are due to take place. If no Statement of Work is forthcoming the Company cannot be held responsible for the failure to meet and fulfill the Customers specifications, nor for the necessity to extend the period for Consultant Services at the Customer's own cost.

Any Consultant services shall be deemed accepted within five business days from delivery by the Company unless the Customer provides the Company with written notice that the Consultant Services do not conform to the specifications set forth on the Statement of Work.

The fee for all Consultant Services is quoted exclusive of reasonable travel, accommodation and subsistence expenses which the Company's personnel may incur while undertaking any on-site Consultant Services at the Customer's principal place of business. The Customer hereby agrees to pay to the Company on invoice all and any such Consultant expenses upon receipt when unreasonable costs have been incurred.

## TRAINING

If for whatever reason the Customer cancels their place on a training course they will incur one or more of the following penalties. Cancellation within 20 business days, the Customer will not be liable for any charges. Cancellation within 10 business days, the Customer shall be liable to pay 10% of the course fees. Cancellation within 5 business days, the Customer will be liable to pay 25% of the course fees. Cancellation with 2 business days, the Customer will pay 50% of the course fees. Cancellation within 1 business day, the Customer will be liable to pay 75% of the course fee. Should the Customer for any reason fail to complete the course, no monies will be refundable and any outstanding balance must be paid in full.

## LAW

This agreement shall be governed by and construed in accordance with English law and the parties hereto agree to submit the non-exclusive jurisdiction of the English courts.

## CUSTOMER OBLIGATIONS

The Customer undertakes not modify, alter or in any way interfere with the Software, Configuration or merge the Software with other data, programs or

systems save to the extent permitted by law. Without prejudice to any other remedy of the Company if the Customer (in breach of this clause) does modify, alter, interfere with or merge the Software or Configuration no such modification, alteration, interference or merger however extensive shall derogate from the obligations of and restrictions on the Customer under this Agreement which shall thenceforth apply to the Software and Configuration as so modified, amended, altered, interfered with or merged.

Not to use the Software to provide data processing services to third parties, or otherwise use the Software on a "service bureau" basis.

## CONFIDENTIAL INFORMATION

Each party agrees:

To keep confidential all Confidential Information (whether written or oral) of the other which it has obtained or received as a result of the discussions leading up to or entering into, or obtains or receives in performance of this Agreement; and

Not to disclose the Confidential Information of the other in whole or in part to any other person without the other's written consent and who have a need to know the same and are bound to keep it confidential; and

To use the Confidential Information of the other solely in connection with the performance of the Agreement and not otherwise.