

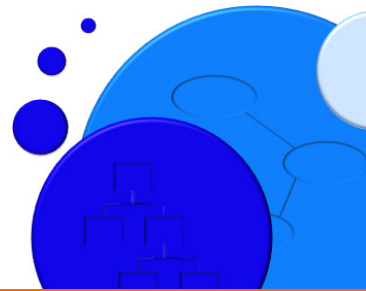


**Cradle**  
*From concept to creation...*



# 3SL Trading Terms and Conditions

FF016/02 May 2019



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## Definitions

In this document:

- **“3SL”** means Structured Software Systems Limited.
- **“Goods”** means any equipment, cabling, hardware, software or other items supplied by 3SL.
- **“Services”** means any programming, training, advisory, consultancy or other services supplied by 3SL.
- **“Customer”** means the person or organisation to whom 3SL agrees to supply Goods and/or Services.
- **“End-User”** means the person or organisation to whom software is licensed, the Customer.

## Applicability

These terms and conditions apply to all contracts between 3SL and Customer unless 3SL accepts Customer’s conditions of purchase which shall occur either:

- By explicit agreement to such Customer purchase conditions by an authorised representative of 3SL, or
- If 3SL acts so as to fulfil all or part of a contract between 3SL and Customer without an explicit agreement to these terms and conditions by an authorised representative of Customer

These terms and conditions shall not be supplemented, interpreted, or varied except as may be agreed in writing by authorised representatives of 3SL and Customer.

## 1 Technical Details

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- a) The 3SL website at [www.threesl.com](http://www.threesl.com) and 3SL's advertising, promotional material and price lists (collectively, "**Marketing Materials**") only provide an indication of the price range and specifications of Goods and Services.
- b) 3SL takes reasonable care with its Marketing Materials but does not guarantee that the specification of Goods and Services complies with the Marketing Materials and will not be liable for any non-compliance.
- c) Any advice or opinion provided by 3SL is subject to the completeness and accuracy of information given to 3SL by the Customer and, therefore, 3SL does not warrant that the Goods and/or Services provided to Customer will meet the Customer's requirements.
- d) The Customer accepts sole responsibility for the selection, operation and results obtained from any other equipment, software or services used in conjunction with the Goods and Services.

## 2 Prices

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- a) 3SL takes reasonable care with its Marketing Materials but does not guarantee that the actual price of Goods and Services complies with the Marketing Materials and will not be liable for any non-compliance.
- b) 3SL reserves the right to pass on to the Customer any increases or decreases in the costs of providing the Goods and Services that are outside 3SL's control and which occur between the dates of 3SL's quotation and 3SL's delivery to the Customer.

## 3 Quotations

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- a) All quotations issued by 3SL will specify the currency in which the prices are stated.
- b) All quotations issued by 3SL will include an issue date and specify the period from this date in which the prices shown in the quotation are valid.

## 4 Orders

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- a) 3SL will only accept orders that:
  - a) Reference a 3SL quotation
  - b) Are received by 3SL within the period of validity of that 3SL quotation
  - c) Are in the same currency as that 3SL quotation
- b) All orders received by 3SL are subject to the availability of Goods and Services and to a written acknowledgement by 3SL. Prior indications of availability by 3SL are provisional.

## 5 Delivery

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- a) Dates and times quoted by 3SL for delivery start at the receipt of a written order from the Customer or from the resolution of technical details whichever is the later. All dates and times quoted for delivery are estimates and while 3SL will endeavour to meet such estimates it does not guarantee to do so and shall not be liable for any damage resulting from any failure to meet delivery dates and times howsoever caused.

## 6 Invoicing

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- a) 3SL will issue invoices for Goods only once the Goods have been sent to the Customer.
- b) 3SL will issue invoices in the same currency as the quotation and order for the Goods and Services that have been provided.
- c) 3SL will not issue an invoice for Services until they have been delivered to the Customer in full except:
  - i) Maintenance agreements are the right to acquire Services and are always payable in advance.
  - ii) 3SL reserves the right to issue invoices at the end of each month for that part of a Service provided in the month, for any Service whose duration will be more than one month.
- d) Subject to the above, 3SL reserves the right to issue invoices for any part of a Customer order and will require payment of such invoices even if it is not the practice of the Customer to make part payments against its orders.

## 7 Payment

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- a) Unless otherwise agreed in writing all 3SL invoices are payable in full not later than the 30th day after the date of the invoice and any right of set-off is hereby excluded.
- b) If the Customer fails to make payment as provided for above, 3SL shall have the right in addition to any other remedies to:
  - i) Charge interest on overdue accounts at the rate of 2% over the then current Bank of England base rate, on the amount then outstanding, for every 30 day period (and pro-rata for any shorter period) until full payment is received, and/or
  - ii) Enter into the Customer's premises and take repossession of the unpaid Goods or remove Goods from the Customer's computer systems, as appropriate, and/or
  - iii) To sue for the price of the Goods notwithstanding that title to the Goods has not passed to the Customer.
- c) Payment of a 3SL invoice must be made in the currency used in that invoice. If payment of a 3SL invoice is made in a currency other than used in that invoice, then 3SL will

convert the currency paid into Pounds Sterling (GBP) and calculate the difference between the funds that were realised with those funds that would have been realised were payment to have been made in the currency of the 3SL invoice and that payment had been converted into Pounds Sterling at the same date and time. If that difference is negative, then 3SL will issue a further invoice to the customer in Pounds Sterling for this difference (the "***difference invoice***"), and require that payment of the difference invoice is made according to this section **7** except that clause **7 a)** is modified to read "7 days". This process will continue indefinitely if difference invoices continue to be paid in a currency other than Pounds Sterling and the calculated differences (as defined in this clause) continue to be negative.

- d)** If a 3SL invoice is to be paid from a bank outside the United Kingdom, then Customer is to instruct its bank to send payment to 3SL's bank account in the United Kingdom using a SWIFT wire transfer including the payment instruction OUR or SHA in field 71A "Details of Charges". Any bank charges incurred by 3SL as a result of this clause **7 d)** will be ignored in any difference calculations made in clause **7 c)**.

## 8 Licensing Procedure

- a)** Licensing is defined by the licensing provisions of the agreements accompanying individual Goods provided to the Customer. Where such licensing provisions do not exist or apply, the Customer accepts the Goods on the basis of a non exclusive, non transferable and non assignable right to use.

## 9 Warranty

- a)** 3SL will use all reasonable endeavours to pass on to the Customer the benefit of any unexpired warranties it receives from the manufacturer or owner of the Goods but 3SL is not liable to the Customer for the effects of any defects in Goods manufactured by third parties and has no liability for the fitness for purpose, merchantability or quality of such Goods whether express, implied, statutory or otherwise.
- b)** Subject to the provisions of this section **9** and section **12** below, 3SL warrants that the Goods meet the applicable 3SL product specifications. All other representations or warranties are hereby expressly disclaimed, including any warranty of merchantability or fitness for a particular purpose, and no such warranty or condition is to be implied nor any warranty or condition to the life or wear of the Goods or that they will be suitable for any particular purpose, physical location or environmental conditions that may have been explicitly made known to 3SL or which 3SL ought reasonably to have known or predicted.
- c)** 3SL warrants that it owns, or has secured the rights to provide, all Goods and Services that 3SL offers to Customer.

## 10 Intellectual Property and Confidentiality

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- a) The Customer acknowledges and agrees that many Goods contain valuable proprietary and confidential information. Title to the copyright and intellectual property rights in these Goods are retained by the owner of such rights (“the **Owner**”).
- b) 3SL has ensured that it has secured all necessary rights to allow Customer to use the intellectual property contained in all Goods and Services provided by 3SL.
- c) 3SL, and any third parties whose goods and services are provided by 3SL to Customer, will, at their collective choice, defend Customer from any infringement of intellectual property asserted by a third party on Customer, or secure for Customer the right to continue to use all Goods and Services purchased by Customer from 3SL. In such cases, Customer must promptly notify 3SL of any such claimed infringement of intellectual property by a third party and cooperate fully with 3SL in the resolution of such cases.
- d) The Customer agrees to take all reasonable steps to safeguard the Owner’s intellectual property rights including but not limited to:
  - i) Not to copy software products or associated documentation, except as may be allowed in the licence agreement for the software product.
  - ii) Not to copy or re-use the enabling key numbers supplied either in the materials accompanying a software product or separately by letter, e-mail or fax.
  - iii) Not to alter, modify, decompile, disassemble or otherwise attempt to reverse engineer any software or hardware product.
- e) 3SL only transfers title to the media upon which the software products are stored and the associated documentation. 3SL extends no warranties expressed or implied as to whether the intended use by the End-User is permitted by the Owner.

## 11 Title and Risk

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- a) Notwithstanding the following provisions of this clause, risk in the Goods shall pass to the Customer at the time of delivery.
- b) Subject to clause **10 a)** legal title to Goods will remain with 3SL until they have been paid for in full.
- c) Until it pays for Goods, the Customer accepts that it holds the Goods as 3SL’s bailee and will store the Goods so as to identify them as the property of 3SL and keep them free from any charges.
- d) 3SL (including its representatives and agents) has the right to enter the Customer’s premises and recover possession of any Goods for which payment is overdue. In exercising its right, 3SL its agents and representatives will use the minimum force required but will not be responsible for any damage done.

## 12 Acceptance and Returns Procedure

- a) It is the Customer's responsibility to check all Goods delivered. Goods shall be deemed accepted unless rejected within 7 days of their delivery. Notice of any rejection must be in writing (including by e-mail) giving the detailed reason for the rejection.
- b) If, at its sole discretion, 3SL agrees with the rejection, 3SL will arrange the return of the Goods and, at the Customer's option, the supply of replacement Goods.
- c) All charges relating to the return of any Goods and the supply of replacement Goods shall be borne by the Customer or, at its sole option, by 3SL.
- d) 3SL will issue credit notes whenever Goods are rejected and replacement Goods are not supplied.
- e) The Customer shall be responsible for receiving, installing, starting up and maintaining the Goods in strict accordance with written instructions provided by 3SL. The Customer agrees that each time the Goods are installed Customer will comply in full with such instructions and will use and follow any installation checklist which accompanies the goods. If the Customer shall fail to comply with such instructions or with any such checklist, 3SL's warranty with respect to the Goods so installed shall be invalidated and 3SL shall have no liability under its warranty or otherwise in respect of such installation. Any tests or inspections requested by the Customer's account unless specified otherwise in the Purchase Order or agreed upon in writing by 3SL.

## 13 Cancellations

- a) Subject to clause **12 b)**, Customers will be liable for the full value of all Goods ordered from 3SL, irrespective of any subsequent cancellation of such orders. All cancelled Goods become owned by 3SL and may be disposed of in any manner that 3SL sees fit.
- b) Cancellations of orders for Services will be subject to charges, calculated as proportions of the values of every individual Service item listed in the Customer's order, with respect to the start dates most recently agreed between 3SL and the Customer for each such Service item (the "**Start Date**"):
  - i) If the cancellation occurs after the provision of the Service item has begun, the charge will be 100% of the value of the services delivered up to the date of cancellation, and 50% of the value of the services that were to be delivered after the date of cancellation
  - ii) If the cancellation occurs up to 2 weeks before the Start Date of the Service item, the charge will be 25% of the value of the Service item
  - iii) If the cancellation occurs between 2 and 4 weeks before the Start Date of the Service item, the charge will be 10% of the value of the Service item
  - iv) If the cancellation occurs more than 4 weeks before the Start Date of the Service item, the charge will be 5% of the value of the Service item

- c) In addition to clause **13 b)**, Customer shall be liable for all unrefundable expenses that 3SL has incurred to arrange provision of the Service item(s) that have been cancelled (in whole or in part) including, but not limited to, costs for:
- a) Travel
  - b) Accommodation
  - c) Insurances
  - d) Travel, immigration or entry permits or visas or similar documents
  - e) Shipment or repatriation of Goods or other materials necessarily and wholly related to 3SL's ability to provide the Service item(s)
  - f) Customs carnets, fees or duties
  - g) Services from third parties necessarily and wholly related to 3SL's ability to provide the Service item(s)
- d) 3SL will issue an invoice to Customer for all charges listed in this section **13** and Customer agrees to pay that invoice as defined by section **7**.

## 14 Postponement of Services

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- a) If a Customer postpones all, or any part of, a Service by more than one month, then Customer agrees to accept and to pay an invoice from 3SL containing fees and charges defined in section **13** as though that Service had been cancelled at the date the Service was postponed.

## 15 Government Requirements

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- a) 3SL confirms and warrants, with limitation, that none of the Goods that it sells to Customers are subject to any export restrictions imposed by any government or other relevant agency, including the United Kingdom, the European Union, the United States of America and CoCom.

## 16 Limitation of Liability

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- a) To the fullest extent permitted by law 3SL excludes liability for any loss or damage of any nature including consequential loss arising out of Customer's use of, or inability to use, any of the Goods and Services.
- b) Notwithstanding the generality of clause **16 a)**, 3SL expressly excludes liability for indirect special incidental or consequential loss or damage which may arise in respect of the Goods or Services or in respect of other equipment or property or for loss of profit, business revenue, goodwill or anticipated savings.
- c) If for any reason any limitation or exclusion of 3SL's liability to the Customer is invalid



and 3SL becomes liable for loss or damage that could otherwise have been lawfully limited, 3SL's liability shall be limited to the price paid by the Customer for the Goods or Services in respect of which the liability arose.

## 17 Force Majeure

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3SL shall not be liable for any delay or failure to perform or for the consequences of any such delay or failure if the supply of the Goods or Services would be illegal, or contrary to licence conditions or manufacturer's conditions of sale or beyond what is reasonably possible for 3SL to perform or if such failure or delay is due to any cause whatsoever beyond 3SL's reasonable control.

## 18 Insolvency

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If the Customer is declared insolvent or compounds with its creditors or has distress or execution levied against its assets or has a receiver or administrator appointed for it, 3SL shall have the right to suspend deliveries or terminate all orders, and furthermore shall immediately have the right to repossess any Goods for which 3SL has not received payment in full further to clause **11 d**).

## 19 Severability

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If any provisions or part of these conditions are illegal or unenforceable for any reason then such provision or part shall be deemed not to form part of these terms but the validity and enforceability of the remaining provisions and parts shall not be affected.

## 20 Law

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All contracts shall be construed and interpreted in accordance with the laws of England.

## 21 Headings

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Clause headings are for ease of reference only and do not form part of the contract or affect its interpretation.