

The following Terms and Conditions will apply to any Purchase Order issued by the [CLIENT] to ST-FOUR Ltd.

Definitions

- a) The 'Client' means the organisation that is purchasing services from ST-FOUR
- b) 'ST-FOUR' is ST-FOUR Limited of Salop View, Sutton, NEWPORT, Shropshire, TF10 8DQ
- c) Governing laws of England and Wales apply
- d) Products is the hardware, software and services provided from time to time

Products

- a) No property or title to goods shall pass from ST-FOUR to the Client unless and until the full amount of the value of the goods as invoiced has been credited to ST-FOUR's bank account without recourse or ST-FOUR has received the full amount in cash and the Client shall indemnify ST-FOUR against any loss or damage to the goods prior to the passing of property therein whilst in the Client's custody. Risk of damage to or loss in relation to the goods shall pass to the Client at the time of delivery or, if the Client wrongly fails to take delivery of the goods, at the time when ST-FOUR has tendered delivery of the goods.
- b) ST-FOUR makes no warranties, representations or promise not expressly set forward to this agreement. ST-FOUR disclaims and excludes any or all implied warranties or merchantability, title and fitness for any particular purpose. ST-FOUR does not warrant that software and documentation will satisfy your requirements or that the software and documentation are without defect or error or that the operation of the software will be uninterrupted. ST-FOUR's aggregate liability arising from or relating to this agreement or the use of the software or documentation is limited to the total of all payments made to ST-FOUR by the Client for this software. ST-FOUR shall not in any case be liable for any special, incidental, consequential, indirect or punitive damages even if ST-FOUR has been advised of the possibility of such damages. ST-FOUR is not responsible for the loss of profits or revenue, loss of use of the software, loss of data, and costs of re-creating lost data, the cost of substitute equipment or program, or claims by a party other than the Client.
- c) Pricing advertised in any documentation published by ST-FOUR is subject to change without notice and can only be confirmed on receipt of an official purchase order.

- d) Subject to all rights and remedies which are provided pursuant to legislation and which cannot be excluded by agreement the client shall indemnify and keep indemnified ST-FOUR and all third parties harmless against all losses, liabilities and expenses what so ever incurred by ST-FOUR resulting from any claims or demands made by the client or any third party brought at any time out of or otherwise in connection with directly or indirectly the supply or use of the Products.

Term and Conditions

- a) All quoted prices exclude VAT at 20% and other expenses are at the current rate applicable
- b) Payment terms for services will be strictly 30 Days unless otherwise agreed in writing. All invoices are strictly payable on receipt. If payment is not received within 30 days of receipt of invoice, the invoice relating to this work will be cancelled and re-issued in line with our standard schedule of rates.
- c) Payment terms are subject to "The Late Payment of Commercial Debts Regulations 2013" where if payment is late ST-FOUR can invoice an 8% above base rate charge and debt recovery costs.
- d) By issuing ST-FOUR with a Purchase Order the Client agrees to the Terms and Conditions set out herein wholly and unreservedly.
- e) Expenses are charged at the rate laid down in either a Quote for work or the Statement of Works.
- f) ST-FOUR will not enter into any contra arrangements as form of payment. All quotations will remain valid for 14 days from date of issue and the figures within are based upon payment being received in advance of work commencing. Unless otherwise stated or agreed.
- g) All of ST-FOUR's support services are available between 9.00am and 5.30pm Monday to Friday, excluding public holidays. Outside of these hours support is available at our out of hour's rates.
- h) ST-FOUR do not guarantee the reliability nor serviceability of any third party products
- i) Prices quoted are based upon work as specified in the quotation or Statement of Works
- j) Unless stated to the contrary, all timescales and day counts should be considered to be estimates. Monitoring of time spent on the project will be undertaken by the Project Team throughout its life cycle.

- k) No work will be undertaken without a valid company purchase order or written or electronic confirmation

Force Majeure

Neither party shall be liable for any failure to perform any of its obligations hereunder (other than the payment of money) which results from an act of God, the elements, fire, flood, component shortages, force majeure, riot, insurrection, carrier outage, industrial dispute, accident, terrorism, war, embargoes, legal restrictions, or any other cause beyond the control of the party. The defaulting party must use its best endeavours to remove or work around the cause and so complete its obligations under this Agreement in a timely manner.

Software Licenses

- a) The client shall keep ST-FOUR and all or the third parties indemnified against any other action losses suffered directly or indirectly. The client must provide all necessary software licenses and passwords to enable the ST-FOUR representative to perform their tasks. The client shall always keep ST-FOUR or any other third parties indemnified against any losses suffered or costs to do with this agreement.
- b) Unless otherwise agreed in ST-FOUR's quotation, the onus for installing the correct software license lies with the client
- c) Any tools and utilities which ST-FOUR install as part of their work must be excluded from backup and the client must guarantee that they will remove all copies of ST-FOUR tools they may have in their possession upon ST-FOUR's completion of their task
- d) ST-FOUR shall not be held responsible for any software licensing related claims against the client in any way

ST-FOUR's Responsibilities

- a) ST-FOUR will carry out the work detailed in the Statement of Works in a professional manner, and will adhere to any timescales and quality detailed in the Project Initiation Document.
- b) ST-FOUR will provide sufficient suitably qualified staff to perform the work.

- c) Where attendance on a Client's site is required, ST-FOUR will give the Client suitable notice of this.
- d) ST-FOUR will provide the Client with project documentation as laid down in the Project Initiation Document in a timely and professional manner.

Client Responsibilities

- a) Where applicable, the Manufacturer's warranties apply, please call for details
- b) The client will ensure that any tasks allocated to their staff as part of the project are completed in a timely and competent manner, and if delays are expected in carrying out this work, will inform the Project Manager as soon as possible.
- c) Site attendance, which subsequently results in an IT fault being identified outside the scope of the agreement will be charged for at the contracts agreed chargeable rate plus expenses
- d) Where any part of the work involves client data, ST-FOUR accepts no responsibility for any data loss; the onus is on the client to ensure that suitable system backup has taken place prior to ST-FOUR commencing work
- e) The client must guarantee suitable access to their systems in order for ST-FOUR to carry out any agreed work.
- f) Any changes in specification of work as detailed in the Statement of Works may be subject to additional charges, including work carried out as a result of the failure of client hardware or software or the failure by the client to provide the specified materials and/or resources at the agreed times

Changes to this agreement

- a) No changes will be made to this agreement except in one of the following ways
 - i. By agreement in writing between the two Parties and signed by a Director of both parties (emails are considered to be in writing)
 - ii. By verbal agreement at a Project Team or Project Board meeting with the changes detailed in the minutes or notes of that meeting and the section detailing the changes signed by a Director of both parties.

E&OE

Representation as to Authority

The person signing this Agreement on behalf of each of the parties hereto warrants and represents that he/she has the authority to enter into this Agreement on behalf of the party on whose behalf he/she is signing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written below.

[CLIENT]	ST-FOUR Limited
Name:	Name:
Title:	Title:
Date:	Date: