

Terms & Conditions

All prices mentioned in this quotation are in GBP Sterling and are exclusive of VAT and travel expenses. The prices for consultancy, training and project management are based on actual costs and exclude any training documentation.

The daily rates are based on an 8-hour day excluding weekends and bank holidays and are excluding VAT.

All training mentioned in the quote will by default be provided at the customer location within the United Kingdom (UK), unless otherwise expressed.

Travel mileage will be charged with £0.60 per mile calculated from MACS Uxbridge HQ. Other costs, such as meals and accommodation will be invoiced based on actual costs. Travel time within the UK will not be charged.

Travel to or within countries outside the United Kingdom will be charged separately and are not part of the rates and prices included in this quote, unless otherwise expressed. If travel outside the UK is required, the following additional charges will apply:

Cost for travel and accommodation (flight tickets, taxi, hotel, meals, etc.) will be charged, based on actual costs. Travel hours are calculated at £70 per hour, with a maximum of £500 for travel hours per day.

Where possible the activities will be performed by the local MACS offices. Invoicing: Licenses and S&S will be invoiced after order receipt.

Professional services and/or training will be invoiced monthly after work is delivered unless otherwise expressed.

Payment is due 30 days after invoice date.

License Terms and Conditions

The prices listed above are based on the Program(s) being licensed under the terms of the IBM International Program License Agreement ("IPLA") and the License Information ("LI") that can be viewed at <http://www-306.ibm.com/software/sla/sladb.nsf/> and are included with the shipment of the Program, or for electronic delivery included with the product download instructions. Software Subscription and Support (Software Maintenance) is governed by the IBM International Agreement for the Acquisition of Software Subscription and Support ("IAASSS"), which is available upon request. This quotation is expressly conditional on acceptance of such terms. No additional terms will apply without IBM's prior, express written consent.

Detailed information about Support can be found in the IBM Software Support Guide, located at <http://techsupport.services.ibm.com/guides/handbook.html>.

Price quoted does not include any VAT/GST/sales tax. If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon the Programs and/or Software Subscription and Support, and then you agree to pay the amount specified on the invoice or supply exemption documentation. The end user of the Programs ("End User") is responsible for any personal property taxes for the Programs, and/or Software Subscription and Support from the delivery date.

Changes to the terms of this Quote or the documents referred to herein shall not be valid unless agreed in writing by the End User and MACS. Additional or different terms in any order or written communication from the End User will be void. Please submit your Purchase Order to confirm your acceptance of these terms.

Prices set forth in this Quote are valid only through the "Quote Expires" date above. Any discounts offered herein are subject to change if item(s) or quantity ordered does not match those listed in this Quote.

Net Payment of the Total Fees is due upon receipt of invoice from MACS.

Shipping is FOB Origin.

You acknowledge and agree that this transaction is to be conducted in the language of this quote, and agree that the terms of the agreement (including this form and the IPLA, LI and IAASSS) as written are valid and enforceable.

IBM shall have the right to verify your compliance with the license terms on your premises during your normal business hours and in a manner that minimizes disruption to your business. IBM may use an independent auditor for this with your prior approval, which you will not unreasonably withhold.

Unless otherwise agreed, IBM may make partial shipment of Programs making up one order. This quotation is conditional on satisfactory credit checks being performed and a sufficient credit limit being in place at the time of placing the purchase order ("PO"). In the absence of this, MACS reserves the right to reject the PO, to require up-front payment or require that a satisfactory payment guarantee be put in place prior to processing the PO.

This Quote, and the documents referenced herein, including but not limited to the IPLA, LI and IAASSS in Item 1 above, constitute the entire agreement between the parties (and where relevant the End User) in connection with the subject matter includes, and supersedes, merges and voids all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect thereto.

This quote is valid for 14 days unless otherwise expressed.