



DATAMATICS

Proposal Terms and Conditions



1 Terms and Conditions

Set forth below are high-level descriptions of certain key provisions that Datamatics likes to include in its contracts for information technology services. Such provisions will be subject to negotiation as the transaction structure develops and as various businesses, legal, regulatory and other issues are identified and resolved.

NOTES:

- The commercials are exclusive of any Taxes/GST/VAT etc. and will be charged extra
- If the proposal is accepted, a separate agreement or Statement of Work (SOW) will be framed and signed before the start of the project
- A minimum of one-month notice is required to be provided to stop/terminate services to Datamatics

PAYMENT TERMS SCHEDULE:

All invoices will be raised in to GBP and are payable within 30 days from the invoice date

LATE PAYMENT FEES

Payment fees of 0.5% shall be levied in case of late payment

PROPOSAL VALIDITY:

This proposal will be valid for a period of **120 days** from the date of submission of this proposal document.

LIMITATION OF LIABILITY

Datamatics shall not be liable (whether in respect of negligence, breach of contract, or otherwise) for any indirect or consequential loss (including loss of profits, loss of business, loss of opportunity, or loss of use of any computer system or software), arising out of the usage of the application/solution developed, modified or maintained, as the case may be. Datamatics' liability to CLIENT shall be limited to actual damages and shall in no event exceed the amounts paid by the bank to Datamatics for that portion of services or supplies directly causing the damages.

FORCE MAJEURE

Datamatics does not undertake any and all responsibility towards non-performance of its obligations and commitments as set out and agreed in this Proposal due to sickness, accident, death of its personnel, Pandemic, any other causes which are beyond the purview of Datamatics which is inclusive but not restricted to any existing enactment/s or future enactment/s as may be passed by respective governments of the country due to:



- Weather conditions, earthquake, explosion, fire, or any and all Acts of God.
- Any act or default or any failure of to do or obtain and maintain in force anything that is required to do or obtain and maintain under this Proposal.
- Any strike, lockout, or other labor relation's problem.
- War, insurrection, or civil disturbance.
- Any prohibition or restriction on export or transfer of any items to be supplied under this Agreement, which is imposed by any governmental or administrative authority (or any delay in the provision of any conformations, consents, or permissions in relation thereto).

NON-SOLICITATION CLAUSE

Except as otherwise expressly agreed to by the parties in writing, during the term of this Contract and for a period of one (1) year following its termination or expiration, each Party agrees not to directly or indirectly or through third parties solicit or hire for employment any of the employees or consultants of the other Party to CLIENT were engaged in providing services, in whatsoever manner, under this Contract.

MODIFICATION

Any modification to the proposal's Technical details, Commercial Terms and General Terms and Conditions will have to be in writing and mutually agreed upon by to CLIENT and Datamatics and signed by the authorized signatory of both parties.

ARBITRATION

Datamatics is agreeable to settle any controversies of the claim arising out of in connection with this Proposal and related Contract thereof, in accordance with the arbitration rules as in force at the date the dispute is referred to arbitration. The cost of arbitration will be borne equally by both to CLIENT and Datamatics. The language of the arbitration shall be English. The arbitration award rendered as a result of such arbitration shall bind upon both parties.



Thank You!

DATAMATICS

www.datamatics.com

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