

Terms and Conditions	
Prices:	All prices quoted are excluding VAT. Prices quoted include delivery of stock to site as well as intransit insurance for delivery.
Payment terms:	Account Holders - 50% Deposit is payable on acceptance of order, 25% due on delivery, 20% on Go-Live date and 5% on project sign off. - Hardware Only: 80% of quoted price upon placement of order and 20% balance due 30 days from invoice. Overdue payments will be charged at the prime interest rate plus 4%. Goods will only be released for shipment on confirmation and verification of payment. All items will remain property of Vertex until paid for in full. All risk will be passed to the purchaser upon delivery.
	Non Account Holders – Supply and Installation: 100% Payment due on acceptance of order with presentation of invoice. - Hardware Only: 100% of quoted price upon placement of order. Overdue payments will be charged at the prime interest rate plus 4%. Goods will only be released for shipment on confirmation and verification of payment. All items will remain property of Vertex until paid for in full. All risk will be passed to the purchaser upon delivery.
Validity of quotation:	This quote is valid for 7 days.
Site preparation:	Customer shall be responsible for any construction works, the site/installation preparation as well as for providing interface specifications and ensuring the connectivity and compatibility of any modalities, devices or other information systems that will need to be interfaced to Vertex's products and for providing functioning network in accordance with such specifications to be communicated by Vertex.
	If the Customer requires the Vertex Equipment to be connected to any Registered Network it is the Customer's responsibility to apply for registration for the Vertex Equipment. The Registered Address details are required at time of installation; if supplied later a service charge will be levied to reconfigure.
Delivery, pass of risk:	Vertex shall deliver the products to Customer's site and Customer shall accept delivery at the site. Risk with respect to the products shall pass to Customer at the delivery point. Notwithstanding the delivery and passing of risk, the title to the Hardware will not pass to Customer until full payment by the Customer of such Hardware.
Acceptance Hardware:	The acceptance will be achieved upon the delivery of the Hardware to the site.

Software:	The acceptance of the Software will be achieved if such Software substantially conforms to the acceptance testing criteria in accordance with Vertex's standard acceptance testing protocols.
Work Product	If, in the course of rendering the Professional Services, Vertex creates and delivers to End User Customer any Work Product, such Work Product shall remain the exclusive property of Vertex and End User Customer shall have a nonexclusive, non transferable license to use the Work Product solely in connection with its business on the same terms and conditions and which Vertex licenses the Software to End User Customer hereunder.
ITPS:	The acceptance will be achieved upon the delivery of such services.
Software License:	Subject to the terms of this agreement, Vertex grants to Customer a non-exclusive, personal and non-transferable license to use the Licensed Software, (including any Documentation), on the Information System for Customer's internal business only, subject to the following conditions.
	The Customer shall indemnify Vertex from and against all claims, liabilities, proceedings, costs, damages, losses or expenses incurred by Vertex caused by, or in any way connected with the unauthorized use of the Licensed Software by Customer.
Warranty:	The warranty period commences on the date of Go Live ("Go Live" means the date by when Customer may process the real life patient data of the first patient.) Hardware is subject to the hardware manufacturer warranty (Normally 12 months). Installation is subject to 12 month period on workmanship.
Software Assurance and Support (Business Hours Mon - Fri 08h00 - 17h00 - Remote T1) SWAS	The SWAS period commences on the date of Go Live ("Go Live" means the date by when Customer may process the real life patient data of the first patient.) and will be for a period of seventy-two (72) months from such date.
	During the SWAS period, Vertex shall at its option correct Errors after Customer promptly reports the Errors to Vertex in accordance with any reasonable related Vertex protocols provided to Customer.
	Except for the maintenance in this section, no other maintenance, condition, term, representation or undertaking of any kind with respect to the Information System or Licensed Software is made by Vertex and Vertex expressly disclaims and excludes, to the fullest extent permissible by law, any and all other terms, conditions or maintenance (express or implied), including, without limitation, any maintenance of merchantability or fitness for a particular purpose, data accuracy or integrity.
	The Customer shall pay the total amount of the SWAS invoiced by Vertex, plus the corresponding VAT at the then applicable rate, monthly in advance via debit order collection. This comes into effect thirty (30) days after delivery of equipment or installation.

Maintenance and Service Level Agreements:	The Customer shall pay the total amount of the Monthly Contract Value invoiced by Vertex, plus the corresponding VAT at the then applicable rate, monthly in advance via debit order collection. This comes into effect thirty (30) days after delivery of equipment or installation and will be for a sixty (60) Month period.
SAAS/HAAS	All Software and Hardware as a service quotes are for a Sixty (60) period and all software and hardware remains the property of Vertex. Payments are monthly in advance. One month's rental is required in advance as a deposit which will be used on completion of the term as the final months payment.
Technical changes:	Vertex reserves the right to make technical changes for safety-related reasons and to reflect technical developments.
Limitation of Liability:	Neither Party shall have any liability to the other Party for any special, consequential or indirect loss or damages in connection with the Information System or with the sale, delivery, installation, implementation, maintenance, operation, performance or use of it, including any losses, expenses or damages incurred by reason of loss of use, lost revenues or profits, costs associates with downtime, costs of substitute products, facilities or services even if a Party receives notice in advance that these kind of damages or loss might result.
	The aggregate liability of Vertex, whether in contract or tort (including negligence) or otherwise to Customer in connection with the performance or contemplated performance of this agreement shall be limited to the total price paid by Customer under this agreement.
	The limitations of liability set out in the sections above only apply to the extent such limitations are allowed under applicable law.
Acceptance of the Quote:	This quote is to be accepted without changes. Any request for a modification of this document will be considered by Vertex and may lead to the creation of a new quote subject to Vertex consent to such modifications.
Terms and Conditions:	Vertex excludes any Terms and Conditions of Customer unless such Terms and Conditions are expressly acknowledged and agreed by Vertex in writing. This agreement shall govern the relationship between the Parties in respect of the installation and implementation of the Information System to the exclusion of any other such terms and conditions. Payment cannot be withheld due to Client's hardware not meeting the requirements for the software purchased.
Applicable Law and Jurisdiction:	This Agreement shall be governed by and construed in accordance with the laws of United Kingdom and the Parties agree to submit to the exclusive jurisdiction of the courts of United Kingdom.
Exclusivity	Exclusivity Period shall mean the period for the duration of this agreement. During the Exclusivity Period, the Buyer will not directly or indirectly, through any employee, agent, or otherwise, and will not permit any of its employees to solicit, initiate or encourage, any offers

	or proposals relating to the purchase of the above-mentioned Product. Buyer and Seller agree that during the Exclusivity Period, Buyer shall purchase Product exclusively from Seller and not from any other vendor
Insolvency or default:	If the customer commits any breach of the contract or become insolvent or unable to pay his debts or commit any act of bankruptcy or (being a limited company) enters into liquidation other than a voluntary liquidation for the purpose of amalgamation or reconstruction only or have a receiver appointed to its undertaking or assets or a substantial part thereof, the Company may without notice suspend or determine the contract of the unfulfilled part thereof and stop any goods in transit, without prejudice to any other right of remedy which the company may lawfully enforce or exercise.
Price Basis:	The prices quoted are firm, but linked to Rate of Exchange at time of import into United Kingdom. Any variation in cost due to changes in this exchange rate will be for the account of the purchaser. If requested by the purchaser, fixed prices will be determined by the forward exchange rate obtainable at the time.
Consequential Loss:	The company will not accept any liability for loss, damage, injury or death howsoever caused to the customer or any other person and any terms, conditions or representation to the contrary whether expressed or implied by statute, common law or otherwise is hereby expressly excluded.
Penalty:	In case of cancellation of order 20% of value of order will be payable within 7 days of cancellation.

In no event will Vertex be liable for:

- Any incidental, indirect, special or consequential damages including, but not limited to loss of profits or savings; or
- Claims demands or actions against CUSTOMER by any person, or payments made by or due from CUSTOMER or third parties; or
- Loss of or damage to CUSTOMER data from any cause.
- If you accept this quotation please complete the following items.
- Please fill in and sign the form below.
- Please initial each page of the quotation.
- If the order is in any way different from the quotation please indicate this on the original quote. Acceptance of such an order is reserved by Vertex.
- Please email the complete quotation & order acceptance form to Vertex In Healthcare LLC to sales@vertexih.co.uk