

Self Service Software LTD t/a Kurve TERMS AND CONDITIONS

1. DEFINITIONS AND EFFECT OF CONDITIONS

- (a) The Company name means Self Service Software Ltd of 11 Reading Street, Broadstairs, England, CT10 3BD.
- (b) These Conditions shall apply to and be incorporated into every agreement between Self Service Software Ltd and any person, firm, or company ('the Customer') under which the Company supplies goods or services at the request of the Customer.
- (c) These conditions shall supersede all earlier conditions of the Company.
- (d) References to "goods" include the supply of any services to be supplied by the Company to the Customer.
- (e) "Agreement" means the agreement between the Company and the Customer for the sale of goods and / or the supply of services.

2. PRICE & PAYMENT

- (a) The price is payable as per the payment terms agreed on the contract or purchase order, signed by the Customer.
- (b) Unless otherwise stated any prices quoted by the Company are exclusive of VAT and are valid for 30 days only.
- (c) The Company makes no warranties of any kind concerning the quality, safety or suitability of the software, either expressed or implied, including without limitation any implied warranties of merchantability, non-infringement, and as such will not accept any of the above as reason for non-payment, once the Goods are supplied.
- (d) If payment is not received by the Company, the Company reserves the right to remove the Goods from the Customer's premises without notice. Damage or noticeable usage of the Goods will be charged to the Customer at a cost deemed necessary by the Company at that time. If Goods are removed from the Customer due to non-payment, the Company reserves the right to charge any costs to the Customer relating to time spent for installation, support, and training of the Goods.
- (e) The Company reserves the right to suspend deliveries where payment is not received in accordance with paragraph (a) of this clause or in accordance with any alternative terms of payment agreed in writing.
- (f) Where payment is not made in accordance with the terms of paragraph 5 hereof the Customer shall pay interest on any unpaid amounts calculated at 3.5% above the Natwest base rate for the time being in force calculated on a daily basis.

3. TITLE OF GOODS

- (a) Even though the goods may have been delivered and the Customer may be responsible for any loss or destruction of or damage to the goods, and notwithstanding any other provision of these Conditions, the legal and beneficial ownership of the goods will remain with the Company until the company has received payment in full of:
 - (i) all sums payable to the company in relation to the Agreement, and
 - (ii) all other sums due from the Customer to the supply of any other goods or services.
- (b) Until the Customer becomes the owner of the goods in accordance with 7(a) the Customer shall:
 - (i) hold all the goods as fiduciary agent and bailee for the Company who may, at any time and without prior notice, require the Customer to deliver up to the Company (whether or not they form part of or are affixed to any other item) and, if it fails to do so immediately, enter the premises where the goods may be situated with its representatives and appropriate transport and repossess the goods.
 - (ii) not, except in accordance with condition 7(c), sell, part with possession of use or do anything else inconsistent with the Company's ownership of any of the goods and will ensure that they are not affixed to any land or building, are kept separate from any other item, properly stored and protected and clearly identified as the Company's property, and are insured to their full replacement value against all normal comprehensive risks.
- (c) Until ownership of the goods passes to the Customer, provided that it complies with the agreement, the Customer may not sell the goods in the ordinary course of its full market value.
- (d) If full payment is not made by the Customer in the agreed time, the Company will repossess all of the goods and services supplied to the Customer. Any deposits paid to the Company by the Customer will not be returned to the Customer and at its discretion, the Company may seek costs in relation to the used equipment.
- (e) After the Company has repossessed any goods it may sell them and the proceeds of sale will belong to the Company absolutely and the Customer shall have no right or interest in those proceeds. If the net proceeds received by the Company are less than the amount payable to it in relation to the Agreement, it may recover the balance from the Customer.
- (f) The Customer will become responsible for any loss or damage or destruction of any goods on their delivery.
- (g) Even if ownership of the goods has not passed to the Customer, the Company may recover all sums payable to it in relation to the Agreement.

4. DRAWINGS ETC

All drawings, descriptive weights, dimensions, and the descriptions and illustrations contained in the sales literature and price lists are approximate only and do not form part of this Agreement. In addition, drawings, technical documents issued either before or after the conclusion of this Agreement for the use or information of

the Customer and such other information as maybe supplied to the Customer including specifications shall not be copied, reproduced or communicated by any third party without the Company's prior written consent.

5. LOSSES, DISCREPANCIES OR DAMAGE IN TRANSIT

- (a) The Company shall not be responsible for damage to any of the goods or loss of the goods or part thereof in transit, or for any discrepancy between the goods delivered, and the contracted goods to the Company unless the Customer gives written notice of a claim to the Company within 7 days after having received the goods and in the case of loss or shortage within 7 days of the date of delivery of the other goods under the relevant consignment.

6. GUARANTEE

- (a) If within 12 calendar months of being delivered any defect in the goods is discovered which is directly due to faulty materials or workmanship, or if a valid claim is made by the Customer under Condition 9 hereof, the company will at its option remedy the defect or damage by replacement repair or give a credit note to the Customer to be utilised firstly against existing indebtedness and then future purchases within 3 months of the credit note date.
- (b) The guarantee will be subject to the following conditions:-
 - (i) It will not apply to defect or damage resulting from any alteration or modification to the goods without the Company's prior written consent, incorrect storage, normal wear and tear, misuse, abnormal conditions of use, incorrect installation by anyone other than the Company, maintenance or repair not carried out by the Company, use which is not in accordance with the Company's or manufacturers instructions, any act or omission of the Customer or any third party or any fault in any other goods or equipment.
 - (ii) The Customer must complete and submit a Product Returns Form to the Company, and upon receipt, collection of the product, or delivery of the product to the Company will be confirmed in writing to the Customer.
 - (iii) Allegedly defective or damaged goods must be returned to the Company carriage paid at its address, together with any original packaging and all related manuals and accessories. Please ensure that the goods are packaged in an appropriate fashion. The Company will not be responsible for any damage caused to the package on transit, and will result in the Customer having to pay for any costs involved in the restoration, parts, labour, and/or replacement of the goods.

7. INDEMNITY

The Customer shall indemnify the seller in respect of all damage or injury occurring to any person or property and against all actions, suits, claims, demands, charges or expenses in connection therewith for which the Company may become liable in respect of the goods sold under this contract in the event that the damage or injury shall have been occasioned by the negligence of the buyer or his servants or agents.

8. END USER SOFTWARE LICENSE AGREEMENT

Any software owned by the Company is provided by the Company "as is". The Company makes no warranties of any kind concerning the quality, safety or suitability of the software, either expressed or implied, including without limitation any implied warranties of merchantability or non-infringement. In no event will the Company be liable for any indirect, punitive, special, incidental or consequential damages however they may arise and even if the Company has been previously advised of the possibility of such damages. The Company grants the end user (the Customer), subject to the terms and conditions as laid out here, a licence to use Kurve, or any other software owned by the Company for the Customer's own purposes. By using the software owned by the Company, the Customer agrees to the terms and conditions as laid out above. Unauthorised use, copying, reverse engineering, decompiling or tampering with any part of the applications provided by the Company including executable files, link libraries, media or databases is prohibited, and will be enforced to the maximum extent of current laws.

9. RETURNED GOODS AND CANCELLATIONS

- (a) The Customer shall not return any goods (except in accordance with Condition 10) or cancel any orders without the company's previous written consent. Such consent will not be given where goods have been specifically purchased by the Company to meet the Customer's requirements. If the Company in its discretion gives consent, it reserves the right to make a cancellation charge of the deposit paid by the Customer plus VAT.
- (b) The Company cannot accept returned goods. Once purchased, the Company will not offer or agree to a refund on returned goods under any circumstances unless agreed in writing by the Company.
- (c) Upon receiving returned Goods, an examination of the Goods will be carried out. If the Company deems it necessary to charge the Customer for Damage or Use to the Goods whilst in their possession, prior to, and after full payment has been made for the Goods to the Company, then the Company will do so and will inform the Customer in writing.

10. COPYRIGHT, PATENTS, TRADEMARKS AND INTELLECTUAL PROPERTY RIGHTS

- (a) The Customer acknowledges that rights in respect of trademarks, trade names, copyrights, patents and other intellectual property rights connected with the goods do not pass to the Customer.
- (b) The Customer agrees to indemnify the Company against all liabilities, costs and expenses which the Company may incur as a result of work done in accordance with the Customer's specifications which involve infringement of any patent or other proprietary right.

11. SUBCONTRACTING

The Company reserves the right to sub-contract any part of any work or supply of any goods or services to meet the Customer's specifications. Unless otherwise confirmed in writing by the Company to the Customer, any work sub-contracted by the Company will be at a cost to the Customer.

12. TERMINATION

The Company shall be entitled by notice in writing to terminate this Agreement without prejudice to any claim or right the Company may otherwise make or exercise where:

- (a) the Customer is in breach of any term, condition or provision of this Agreement, or if it shall be required to do so by law
- (b) the Customer shall go into liquidation (except for purpose of reconstruction) or if any petition or resolution to wind up the Customer shall be presented, or if a receiver is appointed of the Customer's undertaking property or assets, or if a distress shall be levied upon any of the Customer's property, or if the Customer shall commit any act of bankruptcy.

13. EXCLUSION OF LIABILITY

Apart from those terms set out above, no other terms express or implied, statutory or otherwise, form part of this contract.

14. LEGAL MATTERS

This agreement shall be governed by and construed in accordance with the Laws of England. Any dispute that may arise between the parties concerning the Agreement shall be determined by the Courts of England and Wales and the parties hereby submit to the exclusive jurisdiction of such courts for such purpose.

15. SET OFF

The Company shall be entitled but not obliged at any time to set off any sum payable by or any liability of the Customer to the Company against any sum payable by or liability of the Company to the Customer (in either case whether arising under the contract for the supply of the goods or otherwise, howsoever and whether any such liability is present or future, liquidated or unliquidated and irrespective of the currency or its denomination), and may for such purpose convert or exchange any currency. Any exercise by the Company of this right shall be without prejudice to its rights under the contract relating to the supply of the goods.

16. FORCE MAJEURE

Neither party will be deemed to be in breach of any of its obligations under this support agreement or otherwise be liable to the other due to any delay in performing or any failure to perform any such obligations by reason of any cause or event beyond the reasonable control of either party including, without limitation, strike or industrial dispute (other than a strike or industrial dispute of the party seeking to rely on this section 6), shortage of materials or failure or delay in receiving supplies, act of war (whether declared or not), Act of God, or any law or regulation of any government or any local or municipal authority, each an 'Event of Force Majeure'). A party seeking to claim the benefit of this section 6 shall inform the other party in writing as soon as reasonably practicable and shall use its best endeavours to resume performance of its obligations as soon as reasonably practical. If either party is prevented from performing its obligations under this support agreement for any continuous period of 28 days, the other party may terminate this support agreement on written notice to the other with immediate effect, without prejudice to the accrued rights of either party. Nothing in this section shall excuse or limit the Customer's obligation to pay invoices properly due under this support agreement.