

Before we conclude a contract with you, we will necessarily be giving each other information and other pre-contractual support. The following terms govern the basis of our pre-contractual relationship. They also govern our relationship in relation to any discussions between us where a contract exists, but which fall outside that contract. By continuing negotiations after you have received this document, we each demonstrate that we agree to abide by its terms.

### **1. Copyright and other intellectual property**

“Material” includes any information, data, content or software whatever, in any form (including written, electronic or spoken). Material also includes representations. When we provide you with any material you acknowledge that it may be the subject of legal intellectual property rights (such as copyright). You acknowledge that you do not receive any licence to use such intellectual property rights (except when explicitly given to you either by written contract or under the heading “sample” below).

### **2. Reliance on Material**

In order to enable us to discuss your requirements openly, and to guard against any information which is given to you being taken out of context, we do not accept any liability for any material we give you, unless that liability arises from a contract as detailed below. If you require formal confirmation of advice we have given you, we may be prepared to confirm that advice under a consultancy agreement (for which we will charge). *(In the past there have been situations where customers who have received proposals from a number of different companies have become mistaken as to which sales person from which company said what. To avoid this, if you have any specific requirements relating to your order, you must ensure that those requirements are incorporated in the contract documentation).*

### **3. Confidentiality**

We agree to keep confidential any information which you give us about your business plans, business processes, customers, clients, product development and staff unless we have your permission or the information is already in the public domain. In return, you must keep confidential any information we give you about our business plans and products.

### **4. Proposals**

A proposal does not amount to a contractual offer and is an indication that we may be willing to supply at a particular price. In any event, no proposal is to be regarded as valid after 30 days of its issue. No price specified in the proposal or elsewhere includes VAT or other applicable taxes or duties unless specifically stated. Errors or omissions in proposals are to be excepted.

### **5. Contract**

If you decide to place an order with us, that order will be subject to the relevant terms and conditions (subject, if relevant, to our negotiations and subsequent written variations to them) but in any event, those terms and conditions are the whole of the agreement between us relating to their subject-matter.

### **6. Samples**

If we provide you with any samples of hardware or software, you agree:

(in the case of hardware) to keep it safe and in good condition and to use it only in accordance with the instructions, and to return it to us immediately upon request. You agree to ensure that it remains clearly marked and cannot be mixed up with your own (or anyone else’s property);

(in the case of software) to use it only (and only allow it to be used) in accordance with the appropriate licence agreement; to allow only authorised staff access to it; to return to us the media and all supporting material (e.g. the manuals) upon request (at which point you

undertake to delete all copies from your computers and any backups of them); and not to register it or attempt to register it.

In each case, hardware and software is supplied only for evaluation purposes and you agree not to use such hardware or software for live or real-world data or operation.

The supply of samples does not render any subsequent sale a sale by sample and our appropriate standard terms continue to apply.

#### **7. Staff**

During the course of pre-contract negotiations we will be working closely with each other's staff. Accordingly, we promise that for a period of at least six months after the end of negotiations or of any contract arising from those negotiations (whichever is the later) we will not solicit any employee or contractor of yours with whom we have had contact with a view to offering him or her employment either directly or indirectly. In return, you agree that for the same period you will not approach any employee or contractor of ours with whom you have had contact likewise.

#### **8. LIABILITY**

YOUR ATTENTION IS DRAWN TO THE FACT THAT OUR TERMS AND CONDITIONS OF BUSINESS EXCLUDE OUR LIABILITY IN CERTAIN CIRCUMSTANCES (YOU SHOULD CHECK THEM TO BE CLEAR AS TO THE EXTENT OF THOSE EXCLUSIONS). We exclude liability in line with what we consider to be normal commercial practice in this industry, to enable you to make a fair comparison between the pricing for different suppliers, as our pricing is calculated on this basis. However, we are always pleased to consider accepting a greater level of liability on request, in which case we will issue a different proposal.

#### **9. Parties to the agreement**

1.1.9.1 "We" and "us" means Applied Business Solutions UK Ltd of Zealley House, Greenhill Way, Kingsteignton, NEWTON ABBOT, Devon, TQ12 3SB (company registered in England, No 3272968, whose registered office is at 23 Devon Square, Newton Abbot Devon TQ12 2HU).

1.2.9.2 "You" and "your" means the person (which includes a company or other business) contracting to obtain goods, software licences or services from us

1.3.9.3 Where "you" means more than one person, each one of you is responsible, individually, for each of the obligations of all of you under this agreement.

**A copy of this  
agreement is  
available in large  
print on request**

