

By issuing Lanboss with a Purchase Order, you are accepting the following terms and conditions:

1. Definitions

- a) The 'Client' means the organisation that is purchasing products and/or services from Lanboss Software Limited
- b) 'Lanboss' is Lanboss Software Ltd
- c) Governing laws of the United Kingdom apply.

2. Client Responsibilities

- a) All hardware and software to support dial in services are to be provided by the Client
- b) Where applicable, the Manufacturer's warranties apply, please call for details
- c) Site attendance, which subsequently results in a networking fault being identified outside the scope of the agreement, or 'no fault found', will be charged for at Lanboss' published daily rates plus expenses
- d) Where any part of the work involves Client data, Lanboss accept no responsibility for any data loss, the onus is on the Client to ensure that suitable system backup has taken place prior to Lanboss commencing work
- e) The Client must guarantee suitable access to the system
- f) Any changes in specification of work will be subject to additional charges, including work carried out as a result of the failure of Client hardware or software or the failure by the Client to provide the specified materials and/or resources at the agreed times
- g) Cancellation or postponement of scheduled projects will be payable in full unless written confirmation is received with a minimum of 2 working days notice of the event.

3. Software Licences

- a) The Client must provide all necessary software licences and passwords to enable the Lanboss representatives to perform their tasks
- b) Unless otherwise agreed in Lanboss' quotation, the onus for installing the correct software licence lies with the Client
- c) Any tools and utilities which Lanboss install as part of their work must be excluded from backup and the Client must guarantee that they will remove all copies of Lanboss tools they may have in their possession upon Lanboss' completion of their task
- d) Lanboss will not be held responsible for any software licensing related claims against the Client in any way.

4. Products

- a) No property or title to goods shall pass from Lanboss to the Client unless and until the full amount of the value of the goods as invoiced has been credited to Lanboss' bank account without recourse or Lanboss has received the full amount in cash and the Client shall indemnify Lanboss against any loss or damage to the goods prior to the passing of property therein whilst in the Client's custody. Risk of damage to or loss of the goods shall pass to the Client at the time of delivery or, if the Client wrongly fails to take delivery of the goods, at the time when Lanboss has tendered delivery of the goods
- b) Lanboss make no warranties, representations or promises not expressly set forward to this agreement. Lanboss disclaim and exclude any or all implied warranties or merchantability, title and fitness for any particular purpose. Lanboss do not warrant that software and documentation will satisfy your requirements or that the software and documentation are without defect or error or that the operation of the software will be uninterrupted. Lanboss' aggregate liability arising from or relating to this agreement or the use of the software or documentation is limited to the total of all payments made to Lanboss by the Client for this software. Lanboss shall not in any case be liable for any special, incidental, consequential, indirect or punitive damages even if Lanboss has been advised of the possibility of such damages. Lanboss are not responsible for the loss of profits or revenue, loss of use of the software, loss of data, costs of re-creating lost data, the cost of substitute equipment or program, or claims by a party other than the Client
- c) Pricing advertised in any documentation published by Lanboss is subject to change without notice and can only be confirmed on receipt of an Official Purchase Order.

5. General Conditions

- a) All quoted prices exclude VAT at 17.5%
- b) Payment terms for products and/or services will be strictly 30 days from date of Invoice unless stated otherwise in an agreed proposal/quotation
- c) By issuing Lanboss Software Limited with a Purchase Order the Client agrees to the Terms and Conditions set out herein wholly and unreservedly
- d) Hotel and Subsistence costs will be separately charged for at Lanboss' cost, the relevant bills will be presented with our Invoice
- e) Travelling distances are calculated by Microsoft AutoRoute Express 'Quickest' journey calculation from Tadley to the nearest town/city travelled to at a rate of £0.45 per mile with the exception of central London, which will be charged at the standard rate of £45 per day. Air fares will be charged for at Lanboss' cost unless stated otherwise in an agreed proposal/quotation
- f) Lanboss will not enter into any contra arrangements as form of payment
- g) All quotations will remain valid for 14 days from date of issue
- h) All of Lanboss' support services are available between 9.00am and 5.30pm Monday to Friday, excluding public holidays. Outside these hours support is available on a best endeavours basis
- i) For all 'timed' response services, the initiation time will be the time at which the call was first logged with Lanboss
- j) If Lanboss are unable to perform the agreed tasks due to circumstances beyond our control, Lanboss reserves the right to charge for time and expenses at our discretion. This charge will, however, not exceed our original quoted rate for the task
- k) All Documentation relating to the project will be delivered on paper and electronically in PDF format if required, copyright on all delivered material remains with Lanboss
- l) All items remain the property of Lanboss until payment is received in full
- m) Lanboss do not guarantee the reliability or serviceability of any third party products
- n) Prices quoted are based upon work as specified in our Proposal
- o) No work will be undertaken without an Official Purchase Order or written confirmation thereof
- p) E&OE.