

SOLID Applications Limited
Terms of Business – November 2011

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TERMS OF BUSINESS

These Terms of Business apply to any contract or agreement for the provision of goods and/ or services, between Solid Applications Limited and you, the customer.

1 DEFINITIONS

- a) **Commencement Date** – the date of the contract
- b) **Confidential Information** – means any non-public information including but not limited to business plans, products, technical data, specifications, documentation, rules and procedures, contracts, presentations, know-how, product plans, business methods, product functionality, services, data, customers, markets, competitive analysis, databases, formats, methodologies, applications, developments, inventions, processes, payment, delivery and inspection procedures, designs, drawings, algorithms, formulas, or information related to engineering, marketing, or finance, or any information in any form whether disclosed orally or in writing, before the commencement date or after termination.
- c) **Contract** – any Agreement between the parties for the performance of services or supply of goods, arising by the placing of an order and acknowledgement by order confirmation, which are based on these terms of business.
- d) **Customer** – the company detailed as the customer on the order confirmation.
- e) **Normal Working Hours** – 9am – 5.30pm Monday to Friday. Excluding public bank holidays and the period between 23rd December to 2nd January.
- f) **Term** – means the term stated in the order.
- g) **Installation Services** – means the installation services detailed in the order.
- h) **Intellectual Property Rights** – means, patents, trademarks (both registered and non-registered), domain names, copyright in inventions, designs, drawings, programmes, business names.
- i) **Order** – could be the order for sale, licencing of products or the performance of services submitted by the customer to Solid Applications Limited.
- j) **Order Confirmation** – either paper or electronic acknowledgement of the customers order by Solid Applications Limited in reply to the placing of an order.
- k) **Price** – means the product charge, support services or professional services fee.
- l) **Product Charge** – the price payable by the customer to Solid Applications Limited for the sale or licencing of products or installation services as detailed in the order.
- m) **Products** – means the equipment, software or deliverables.
- n) **Professional Services** – includes software coding, development services, training services, consultancy services or other services detailed in the order.
- o) **Professional Services Charge** – the price payable by the customer to Solid Applications Limited for the performance of professional services, sale or licencing of deliverables as detailed in the Order.
- p) **Services** – could mean installation services, support services or professional services.
- q) **Software** – the software detailed in the order.
- r) **Solid Applications Limited** – means Solid Applications Limited, company number – 3498006 of Old Market Place, Market Street, Oldbury, West Midlands, B69 4DH.
- s) **Support Services** – means the support services detailed in the order, both those delivered remotely or at the customers' site.
- t) **Support Services Charge** – the price payable by the customer to Solid Applications Limited for the supply of the support services detailed in the order.
- u) **Terms** – means these terms of business.
- v) **Updates** – means further releases and error connections for the software purchased from Solid Applications Limited by the customer.

2 OVERVIEW

- 2.1 These Terms of Business apply to all Contracts between the customer and Solid Applications Limited relating to:
- i. the sale or licencing of products, or
 - ii. the performance of services,
- 2.2 These Terms of Business supersede all prior or contemporaneous oral or written communications, proposals, warranties and representations with regards to the contract.
- 2.3 The contract contains the entire agreement between the parties and each party irrevocably and unconditionally waives any right it may have to claim damages for, and/ or rescind the contract because of breach of any warranty not contained in the contract, or any misrepresentation whether or not contained in the contract, unless such misrepresentation was fraudulent.
- 2.4 For the avoidance of doubt, any conditions for purchase, or any other standard conditions of the customer, including any terms or conditions which the customer purports to apply to an order, confirmation of order, specification or other document, including any manuscript amendments, are hereby expressly declared inapplicable to any contract and notice of rejection to which is hereby given.
- 2.5 These Terms may not be varied unless by express written agreement between the customer and Solid Applications Limited.
- 2.6 Quotations shall not bind Solid Applications Limited and constitute an Invitation to Treat; the prices specified remain valid for 30 days from the date of the quotation
- 2.7 Order placed by the customer shall constitute an offer to Solid Applications Limited which may be accepted by Solid Applications Limited.

3 ORDERS

- 3.1 Customers may order products or services by an officer with capacity signing, dating and returning the order by post, fax or e-mail.
- 3.2 Solid Applications Limited will accept the order by returning a copy of the order signed by a Director of Solid Applications Limited.
- 3.3 Once both the Customer and Solid Applications Limited have signed the Order this will constitute a contract and create a binding commitment for the purchase and supply of the products or services detailed in the order.
- 3.4 The services ordered will commence on the dates detailed in the order.

4 PRODUCT DELIVERY

- 4.1 Solid Applications Limited will use its reasonable endeavours to meet any delivery dates specified in the order.
- 4.2 Products shall be delivered by Solid Applications Limited to the delivery address specified by the customer on the order, provided the address is in the United Kingdom. The risk of loss and/ or damage to the products passes to the customer at the time of delivery by or on behalf of Solid Applications Limited to the delivery address.
- 4.3 Solid Applications Limited may make product substitutions and modifications that do not cause a material adverse effect in overall product performance. Solid Applications Limited may make and invoice for partial deliveries.
- 4.4 Customers shall immediately check the products delivered for deficiencies in quality and for external damage to the packaging and indicate any deficiencies and/ or damage on the delivery note. Failure to make such indications shall render any claims relating to quality or damage null and void.
- 4.5 Customers have three business days after delivery of products at the delivery address to inspect and test products. In the absence of any written notice to Solid Applications Limited reporting any defects, products will be deemed accepted by the customer three business days after receipt at the delivery address. In the event that Solid Applications Limited installs the products for the customer, acceptance will be deemed to occur upon successful completion of the manufacturers standard diagnostic testing by Solid Applications Limited of the installed products

4.6 Solid Applications Limited shall not be liable for any late delivery due to the customers' unreasonable failure to allow Solid Applications Limited access to the site when reasonably requested by Solid Applications Limited to enable it to carry out its obligations under the contract.

5 PRODUCT WARRANTY

5.1 Solid Applications Limited will use its reasonable endeavours to assign to, or procure the benefit of, the customer any warranties generally made available by any third party manufacturer or distributor of the products.

5.2 Solid Applications Limited does not provide any warranty relating to products.

5.3 All products are provided without any obligation for Solid Applications Limited to maintain or support such products.

5.4 Products comply with description as detailed on the order.

5.5 The customers use or possession of products or services will not infringe the rights, including intellectual property rights, of any third party

5.6 All documentation will provide adequate instructions to enable the customer to make full use of the products or services.

5.7 Proper use of any products will not contravene any laws, regulations or codes of practice.

5.8 Solid Applications Limited will use the most up to date virus checker to ensure that software is free from viruses prior to delivery of the software to the customer.

5.9 Solid Applications Limited has the power, authority and ability, and has obtained all necessary consents to enter into the contract.

5.10 In relation to any software developed by Solid Applications Limited, it has delivered such software free from all Trojan horses and other contaminates disabling programmes or devices

5.11 The customers sole and exclusive remedy and Solid Application Limited' entire liability for breach of any warranties, conditions, terms, representations, statements, undertakings and/ or obligations in relation to the products ordered will be (at Solid Applications Limited option):

i. repair of the defective product

ii. replacement of the defective product

ii. issuing a credit note to the customer in respect of the product

iii. title in all defective equipment (or parts thereof) which will be returned to Solid Applications Limited and title transfers back to Solid Applications Limited.

5.12 No warranty will apply to any products that have been:

i. modified, altered or adapted without Solid Applications Limited' written consent;

ii. abused or used in a manner other than in accordance with the manufacturers' manual;

iv. repaired by a third party, other than a contractor to Solid Applications Limited;

v. improperly installed by any party other than Solid Applications Limited; or

vi. used with equipment or software not covered by the warranty.

5.13 If at any time when the customer does not have a support contract with Solid Applications Limited for all the hardware, and Solid Applications Limited is unable to ascertain over the telephone whether the fault lies with the software, the customer must ensure that a competent hardware engineer is in attendance to assist Solid Applications Limited personnel when attending on site.

5.14 Solid Applications Limited will not be liable for a breach of warranty where the service or products cannot be delivered and/ or complied with or where support for the services and products cannot be provided where:

i. the manufacturer of a product provided under the contract has withdrawn from the market or discontinued supplying the product and or its support for that product to Solid Applications Limited for whatever reason, and the customer has failed to acquire and install or make arrangements for the installation of the alternative product suggested by Solid Applications Limited.

6 SUPPORT SERVICES

- 6.1** Support Services provided by Solid Applications Limited includes:
- i.** Advice and assistance with maintenance and support issues over the telephone at the request of the customer between normal working hours.
 - ii.** Solid Applications Limited will endeavour to respond to all telephone calls received in relation to maintenance and support problems within 30 minutes and we guarantee to respond within 1 hour.
 - iii.** Where Solid Applications Limited are unable to resolve the problem on the telephone, a visit to the customers address (as detailed on the order) to rectify the problem will take place on the next working day following the confirmation by Solid Applications Limited that a site visit is required.
 - iv.** Routine maintenance visits, to take place on a normal working day after giving the customer reasonable notice.
 - v.** Software installation either by remote connection or on site during normal working days.
 - vi.** Logging support issues with www.solidapps.co.uk, during or outside normal working hours.
 - vii.** Advice and assistance with maintenance and support of software upgrades and service packs.
- 6.2** Solid Applications Limited shall perform the services in a timely and prompt manner as to complete the services as soon as reasonably possible.
- 6.3** Solid Applications Limited shall report to the customer regularly in the progress of its performance of the services.
- 6.4** In order that the parties may monitor the effectiveness of the contract, all services provided shall be regularly monitored by means of joint review meetings. The first review meeting shall be conducted within one month of the commencement of the contract, and every six months thereafter for the duration of the contract. Review meetings may be arranged more frequently if reasonably agreed between the parties.
- 6.5** If at any time Solid Applications Limited has reason to believe that the services will be delayed, Solid Applications Limited shall promptly notify the customer stating the reasons for the delay, the impact if any, and provide a proposed plan of action to remedy the delay.
- 6.6** In the event of a delay, without prejudice to the customers other rights and remedies, Solid Applications Limited shall arrange all such additional resources as are necessary to fulfil its obligations as early as practicable and at no additional cost to the customer. With the exception of delays caused by the act or omission of the customer or due to an event beyond the control of Solid Applications Limited.
- 6.7** With regards to support services provided remotely, the customer:
- i.** agreed that Solid Applications Limited may access products remotely at the customers site, and may process and store product data in order to remotely monitor, manage and service products;
 - ii.** will procure and maintain a Solid Applications Limited specified gateway appropriate to the systems and networks involved, at the customers expense; and
 - iii.** is responsible for all telecommunications and internet access charges related to the remote services.
- 6.8** If the customer fails to permit or facilitate the remote provision, Solid Applications Limited may:
- i.** decline to supply the services and charge such additional charges or impose such conditions for the delivery of services which would otherwise be provided remotely; or
 - ii.** revoke any applicable warranties or commitments.
- 6.9** Support services delivered to the customers sites will be for the systems indicated on the order.
- 6.10** Customer will give Solid Applications Limited at minimum of 30 days' notice prior to relocating the supported systems. The notice must specify the new site. Support of relocated systems is subject to inspection and re-certification of the re-located systems, a further charge will be made by Solid Applications Limited for this service.
- 6.11** The customer will perform routine system preventative maintenance. Prior to requesting support from Solid Applications Limited, the customer will undertake the relevant operating and troubleshooting procedures. If such efforts are unsuccessful, the customer will notify Solid Applications Limited. The customer will give such assistance in identifying the nature of any faults as Solid Applications Limited may reasonably request.
- 6.12** Customer will establish and maintain a back-up and disaster recovery system so that the customer can reconstruct lost or altered files, data and programmes.

- 6.13** The customer will at all times keep adequate back-up copies of its own working files, and keep the hardware and software secure and in good condition and available for use by Solid Applications Limited for the purpose of supplying the services.
- 6.14** Requests for support may be made only by the customers' personnel who possess the necessary expertise and training to diagnose and resolve system and software malfunctions with direction by Solid Applications Limited.
- 6.15** Support services don't include services required due to or including:
- i.** improper use, abuse, accident, or neglect;
 - ii.** alterations, modifications, or attempts to repair that Solid Applications Limited has not authorised;
 - iii.** external causes such as failing to maintain environmental conditions recommended by the manufacturer;
 - iv.** attaching equipment, software or other items not provided by Solid Applications Limited to the system;
 - v.** re-locations or attempts to re-locate the system;
 - vi.** failure to maintain software and system to Solid Applications Limited minimum release levels or to properly install replacement parts, patches, software updates or subsequent releases as directed by Solid Applications Limited.
 - viii.** Damage caused by excessive fluctuation in electricity supply or by any other insurable risks.
 - ix.** the recovery or rectification of lost or corrupted data, unless arising from software installation or testing.
 - x.** The supply of consumable items such as disks or tapes.
- If these events arise, Solid Applications Limited will invoice for the required additional services delivered.
- 6.16** The customer acknowledges that services are solely for the customers internal use, and the customer may not provide, lease, or resell services, directly or indirectly, to any third party, unless, and only to the extent that, the customer is authorised by Solid Applications Limited in writing to do so.

7 SUPPORT SERVICE WARRANTY

- 7.1** Solid Applications Limited warrants that it will:
- i.** perform the services in a good and workmanlike manner; and
 - ii.** use its reasonable endeavours to ensure the services are performed with due skill, care and diligence in accordance with accepted industry standards and its own internal procedures
 - iii.** ensure that the services are performed by skilled qualified personnel
 - iv.** Solid Applications Limited shall achieve the agreed service levels.
- 7.2** The customer's sole and exclusive remedy and Solid Applications Limited entire liability for breach of the above warranty will be re-performance of services within a reasonable time following notification in writing, within 60 days of performance of the services at issue, by the customer to Solid Applications Limited of such breach.

8 PAYMENT

- 8.1** All prices are detailed in the order, and are exclusive of VAT.
- 8.2** Customers shall pay without deduction or set off all invoices within 30 days, with the exception of charges for services which are payable in advance.
- 8.3** In the event that invoices are not paid within the 30 day payment period, Solid Applications Limited will claim interest and compensation in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, and may also suspend the supply of services, without prejudice to any other remedies that it may have.
- 8.4** Title to equipment, products and software shall be retained by Solid Applications Limited until payment in full is made by the customer for the order. All equipment, products and software delivered to the customer may not be resold, pledged or proposed as security for a claim of a third party.

- 8.5** The charges stated on the order are exclusive of the following, which the customer will be responsible for:
- i.** reasonable travel expenses associated with any consulting services in the amount actually incurred by Solid Applications Limited;
 - ii.** reasonable and necessary out of pocket expenses associated with consulting services;
 - iii.** costs incurred by the customer or its employees in connection with their participation in educational services;
 - iv.** the costs of operating supplies and accessories.

9 INTELLECTUAL PROPERTY

- 9.1** Solid Applications Limited and its customers shall retain their own pre-existing intellectual property rights. Nothing in these terms of business shall transfer or otherwise vest any ownership in any software or intellectual property rights of a third party.
- 9.2** Any intellectual property rights created on or after the commencement date as a result of performance of the contract, including any intellectual property rights subsisting in any documentation or diagrams in whatever medium will be the property of Solid Applications Limited
- 9.3** Solid Applications Limited will use its reasonable endeavours to assign to, or procure the benefit of, to the customer any intellectual property right indemnity made available to Solid Applications Limited or made publicly available by any third party manufacturer or distributor of the products. Customers acknowledge that:
- i.** Any such indemnity will be subject to such terms and conditions as may be imposed by such third party manufacturer or distributor; and
 - ii.** Solid Applications Limited shall not, and shall not be required to, grant and indemnity to customers for any intellectual property infringements.
- 9.4** This clause states the entire liability of Solid Applications Limited and exclusive remedies of customer for any claims that products infringe a third party intellectual property rights.
- 9.5** The express terms of business shall apply in place of all warranties, conditions, terms, representations, statements, undertakings and obligations whether expressed or implied by statute, common law, custom, usage or otherwise, all of which are excluded to the fullest extent permitted by law. In particular, Solid Applications Limited does not warrant that products are fit for a particular purpose unless specifically stated to the contrary in the order.

10 LICENSING

- 10.1** Solid Applications Limited will either:
- i.** Grant the customer a licence to use; or
 - ii.** Sub-licence to the customer the software
- 10.2** A sub licence is a non-exclusive and non-transferable licence to use software provided to the customer for its internal use only, subject to:
- i.** Any restriction set out as to the permitted number of users and CPUs; and
 - ii.** Any supplemental licence terms accompanying the software
- 10.3** The customer is solely responsible for all issues concerning software licencing and Solid Applications Limited or the Licensor of the software may, upon reasonable notice, examine and audit the records and systems of the customer to ensure compliance with any licence granted or procured by Solid Applications Limited.
- 10.4** The customer may not alter or obscure any proprietary rights notice appearing on any solid Applications Limited or third party supplied software or materials, and must include such notice on any copies.
- 10.5** All intellectual property rights in and all other rights not expressly granted to the customer are reserved to the owner of the software and the owner retains title and all intellectual property rights in all copies.
- 10.6** Except as prohibited by law, customers may not make copies of software, other than for archive purposes, or modify, decompile or reverse engineer software,

11 CUSTOMERS WARRANTY

- 11.1** The customer shall fulfil all obligations under the contract, and acknowledges that:
- i.** it has the power, authority and ability, and has obtained all necessary consents to enter into the contract.
 - i.** The performance of the contract by Solid Applications Limited is conditional upon the customers fulfilment of their obligations; and
 - ii.** Solid Applications Limited may charge the customer for any additional services which Solid Applications Limited provides as a result of the customers failure to fulfil their obligations.
- 11.2** The Customer will co-operate with Solid Applications Limited by providing safe and timely access to its premises and computer equipment, this includes remote access, adequate working space, facilities and any other services, personnel, information or materials that Solid Applications Limited personnel may reasonably require to perform their obligations, including after 1730 hours.
- 11.3** Solid Applications limited shall notify the customer and any approved sub-contractors of any health and safety hazards, which may arise in connection with the performance of its obligations under the contract.
- 11.4** Solid Applications Limited and the customer will comply with all applicable laws regarding the collection and use of data. The customer consents to Solid Applications Limited using and processing data, to the extent that such use and processing is necessary for the purposes of the contract, and ensure that all consents are obtained.
- 11.5** The customer will not interfere or tamper with any of the software or permit any other person to do so. If any relevant operating system is interfered or tampered with by any person other than Solid Applications Limited personnel, Solid Applications Limited may give written notice to the customer suspending or terminating support services.
- 11.6** Where any item comprising the hardware or relevant operating system has deemed to be legacy and unsupported and becomes a source of problems, Solid Applications Limited may, by giving the customer not less than one months' notice in writing, require the customer to replace or refurbish the item concerned at its own expense. If the customer fails to comply with the notice Solid applications Limited may give notice in writing to the customer suspending the supply of support services.
- 11.7** In the event that, at the customers request, Solid Applications Limited personnel visit the customer to establish the existence or cause of an alleged faults, and the customers description of the symptoms proves to be incorrect or the circumstances of the visit fall outside the scope of the contract, or the customer fails to perform any of its obligations in these terms, Solid Applications Limited will be entitled to charge the customer for the time spent by its personnel and any goods supplied and expenses incurred in connection with such visit or as a result of such failure.

12 LIABILITY

- 12.1** This clause sets out the entire liability of Solid Applications Limited, including any liability for the acts or omissions of sub-contractors, in respect of any breach of contract or tort.
- 12.2** Nothing in these terms of business excludes or limits Solid Applications Limited' liability for death or personal injury caused by negligence or fraudulent misrepresentation.
- 12.3** Whilst Solid Applications Limited will use all reasonable efforts to supply the services as promptly as it can, Solid Applications Limited cannot accept responsibility for any loss, claim, damage or expense suffered or incurred by the customer as a result of the customer causing a delay in supplying the services or rectifying any fault for any reason whatsoever.
- 12.4** Solid Applications Limited shall not be liable for any economic loss whether or not such loss or damage was foreseeable, including:
- i.** loss of any profits, anticipated or actual, direct or indirect,
 - ii.** loss of savings,
 - iii.** loss of business,
 - iv.** loss of data; or
 - v.** for any indirect, special or consequential loss or damage howsoever caused; or
 - vi.** any losses arising as a result of any third party bringing a claim in respect of any nature whatsoever.

- 12.5** The liability of Solid Applications Limited in respect of any loss or damage arising from any singular or series of events under any contract whether for breach of contract, statutory duty, breach of warranty or misrepresentation in tort, will be limited as follows:
- i.** in the case of products and installation services, limited to the product charge
 - ii.** In the case of support services, limited to the support services charge
 - xi.** In the case of professional services, limited to the professional services charge
- 12.6** In no event will the liability of Solid Applications Limited under any contract, whether for breach of contract, statutory duty, warranty, misrepresentation or in tort, shall exceed the contract price.
- 12.7** Solid Applications Limited will not be liable for any delay or failure caused by:
- i.** Errors in programmes, coding information, data or operating instructions supplied by the customer;
 - ii.** The late arrival or non-delivery of material from the customer;
 - xii.** Defects of any customer hardware or software, including software licenced to the customer by third parties.
- 12.8** Customers acknowledge the extent of Solid Applications Limited' exclusion or limitation of it's liability in these terms of business, and shall either insure against or bear the loss for which Solid Applications Limited has excluded or limited its liability and agrees that Solid Applications Limited shall have no further liability to the customer.
- 12.9** A party is not liable for non-performance caused by events or conditions beyond their reasonable control, if the party makes reasonable efforts to perform. This provision doesn't relieve either party of its obligation to make payment s owing. If the event continues beyond 90 days either party may terminate the contract.

13 CONFIDENTIAL INFORMATION

- 13.1** Solid Applications may have access to the customers confidential information. Confidential information shall not include information that:
- i.** Is or becomes in the public domain
 - ii.** Was in Solid Applications Limited' possession before disclosure
 - xiii.** Is lawfully disclosed by a third party without restriction
 - xiv.** Is independently developed by Solid Applications Limited
 - xv.** Is required to be disclosed by law, by ant court or regulatory or administrative body
- 13.2** Solid Applications Limited shall hold the customers confidential information in confidence and, unless required by law, not make the customers confidential information available to any third party, or use the confidential information for any purpose other than the implementation of the contract.
- 13.3** Solid Applications Limited agrees to take all reasonable steps to ensure that the customers' confidential information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of the contract.
- 13.4** Each party shall comply with the provisions, as applicable, of the Data Protection Act 1988.
- 13.5** The provisions relating to confidentiality shall remain in force or a period of one year from the date of termination or expiry of the contract.

14 TERMINATION

- 14.1** Both Solid Applications Limited and customers may terminate the contract by written notice if:
- i.** A non-remediable breach of contract is committed
 - ii.** A remediable breach isn't cured within 60 days of being notified in writing of such a breach, or in the case of non-payment, fails to make payment within 7 days of being demanded in writing; or
 - iii.** Suffers an insolvency event
- 14.2** Following termination for whatever reason:
- i.** Each party will deliver to the other party, including any confidential information, of the other in its possession or control, in good condition, reasonable wear and tear accepted; and
 - ii.** Solid Applications Limited may deliver to the customer any deliverables, whether finished or not, and the customer shall pay the professional service charge for such deliverables.

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- 14.3** Following termination of the contract the use of the software by the customer will continue in accordance with and subject to the terms and conditions of the applicable licence, provided that the customer has paid Solid Applications Limited the price for the software. Otherwise, the customer must forthwith cease to use the software and return all software to Solid Applications Limited.
- 14.4** Rights and obligations under contract and these terms of business will remain in effect after performance, termination or expiration of the contract.
- 15 SUBCONTRACTING**
- 15.1** Solid Applications Limited shall be entitled to subcontract all or any part of its obligations under this contract without the prior consent of the customer.
- 15.2** Neither party shall be entitled to assign, charge or transfer the contract, or any part thereof, without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.
- 15.3** The contract is made for the benefit of the parties, their successors and permitted assigns. It is not intended to benefit, or be enforceable by anyone else.
- 16 NON-SOLICITATION**
- 16.1** The customer will not, without the prior written consent of Solid Applications Limited, recruit any personnel assigned by Solid Applications Limited to perform any services until 1 year after the contract has ended.
- 16.2** Should the customer violate clause 14.1, the customer will immediately pay Solid Applications Limited liquidated damages to the amount equal to 6 months of the hired employees' total salary, including bonus & overtime.
- 17 FORCE MAJEURE**
- 17.1** Neither party shall be deemed in default or liable for any loss or damage resulting from delays in performance or from failure to perform or comply with the contract due to any causes beyond its reasonable control, which includes but is not limited to:
- i.** acts of god
 - ii.** riot
 - iii.** war
 - iv.** accident
 - v.** fire
 - vi.** strike
- which are not within the parties control and which affect the supply of non-substitutable goods, embargos judicial, government or regulatory authority action, and acts of civil or military action. Furthermore, the failure or delay by Solid Applications Limited agents, sub-contractors or suppliers shall not relieve Solid Applications Limited from liability for delay or failure to properly perform its obligations under the contract except where the agent, sub-contractors or supplier would be relieved from its liability to the customer pursuant to this clause if it were a party to the contract. A party affected by any of the above shall immediately notify the other party of its occurrence and if possible, shall use reasonable endeavours to mitigate the effect of Force Majeure.
- 17.2** In the event that either party shall be prevented from material performance of its obligations under this clause for a continuous period of more than 90 days the other party shall have the right to terminate the contract by notice in writing. Neither party will have any liability to the other in respect of termination of the contract due to Force Majeure, but rights and liabilities which have accrued prior to termination will subsist.

18 DISPUTES

- 18.1** When a problem exists which impacts on the contract, Solid Applications Limited shall notify the customer. A written complaint must first be sent to the Directors of Solid Applications Limited to enable Solid Applications Limited the opportunity to resolve the complaint, before any legal proceedings are commenced
- 18.2** Any disputes or claims arising out of or in connection with the contract or these terms are governed by and construed in accordance with the laws of England and the courts of England shall have exclusive jurisdiction to settle any such disputes or claims.

19 GENERAL

- 19.1** Headings are for convenience only and do not affect the interpretation or construction of the Terms.
- 19.2** Words imparting the singular also includes the plural and vice versa. Words imparting a gender includes all genders and reference to persons includes individuals, companies, sole traders and partnerships.
- 19.3** Reference to any statute or statutory provision shall include:
 - i.** Any subordinate legislation made under it,
 - ii.** Any provision which it has modified or re-enacted, whether with or without modification, and
 - iii.** Any provision which subsequently supersedes it or re-enacts it, whether with or without modification
- 19.4** All written notices required under these terms must be delivered in person or by recorded delivery.
- 19.5** Any express waiver or failure to exercise promptly any rights under these terms will not create a continuing waiver of any expectation of non-enforcement.
- 19.6** If any provision of these terms is held invalid by any law or regulation or by any court or arbitrator, such invalidity will not affect the enforceability of other provisions.
- 19.7** The parties each warrant that they have full capacity and authority and all necessary consents to enter into and to perform their respective obligations set out in these terms.

I/We confirm that we/I have read and fully understand the contents of the Terms of Business and Order.

Signed

Dated

For and on Behalf of

Print Name:

Position:

Signed

Dated

For and on behalf of

Print Name:

Position: