



A. Definitions

In these conditions "the company" refers to Artemis 3 Ltd and "the customer" refers to the person or company to whom this document is addressed.

B. Conditions

These conditions shall form the basis of the contract between the company and customer. Notwithstanding anything to the contrary in the customer's standard conditions of purchase, these conditions shall apply except so far as expressly agreed in writing by the company. No servant or agent of the company has power to vary these conditions orally, or to make representations or promises about the condition of the goods, their fitness for any purpose or any other matter whatsoever.

C. Order Acceptance

Unless otherwise expressly stated in writing, all quotations and estimates by the company are invitations to treat. The customer's order is an offer and will become binding upon the company posting its confirmation of the order. A confirmed order may only be cancelled or varied with the company's consent; the giving of the company's consent shall not in any way prejudice the company's right to recover from the customer full compensation for any loss or expense arising from such cancellation or variation.

D. Guarantee

The customer will check the service provided within a reasonable time after its installation and shall give written notification to the company forthwith of any defects that have been revealed.

E. Liability

To the maximum permitted under law, the company and its suppliers shall not be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use of or inability to use the products and services supplied. The company's entire liability under any provision of this agreement shall be limited to the amount actually paid by the customer.

F. Delivery and/or Installation and/or Commissioning

1. The company undertakes to use its best endeavours to dispatch the goods and carry out installation work on a promised date, but does not guarantee to do so. The time of the delivery and/or installation shall not be of the essence of the order, unless expressly so stipulated in writing on the order. If delivery and/or installation is delayed by strikes, lockouts, fire, acts of God, war, accidents, defective materials, delays in receipt of bought in goods or materials, or any other cause beyond the reasonable control of the company a reasonable time extension for delivery and/or installation shall be granted.

2. Where the goods are not delivered and/or installed by the company, but by an independent company, reseller, partner company or 3rd party, then the liability is passed over to that entity.

3. If the customer fails to take delivery and/or installation on the agreed date or, if no specific delivery and/or installation date has been agreed when the goods are ready for despatch, the company shall be entitled to store and insure the goods and to charge the customer the reasonable costs of so doing and to tender its account for the price under condition H.

G. Cost Variation

All quotations and estimates issued by the company are, unless otherwise stated, based on



current cost of production (materials, hours and wages) and are subject to amendment up to acceptance to meet any recognised rise or fall in such cost.

H. Government Taxes or Levies

Any variation to prices quoted as a result of government taxes and levies will be for the customer's account.

I. Design

No detailed specifications will be issued prior to the placing of a firm order or contract. It is the customer's responsibility to satisfy himself that the specifications are correct, as no responsibility will be accepted by the company once the buyer has approved the details submitted.

J. Terms of Sale

The customer shall pay strictly within 30 days upon receipt of an acceptable invoice, unless agreement has been made in writing as part of the order. The company may use its discretion to charge interest on overdue accounts of 10 percent above HSBC Bank Plc base rate, accruing daily. The minimum penalty charge being £40.00 for each occurrence. If the customer shall fail to pay promptly, they shall lose the benefit of any previously agreed discount, if applicable. The ownership of the goods always remains with the company. The risk of accidental deterioration or destruction shall pass on delivery and the customer shall insure against such risk. The customer shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted. Following "sign-off" 5 working days are permitted to address with best endeavours any reported faults or issues resulting from Artemis 3 Ltd products, services or installation. Incidents arising thereafter may be chargeable at our standard rate. Our services incur a upfront initial payment for commissioning (setup/install), followed by on-going monthly management fee's (MMF's) payable by our accepted methods of payment which are Standing Order or Electronic Bank Transfer.

K. Termination of Service

The company can terminate the service with notice in writing to the customer if the service or commissioning, install or setup has not been paid by the customer. The company will give the customer 31 days notice of this termination and this will be known as the termination date. Any outstanding unpaid invoices for the services and/or hardware will be passed to our Legal Department for their attention. Any hardware which may have formed part of the service, will need to be returned to the company within one month of the termination date. All customer data held on the company computers, servers or data centre systems (including backup data) will be erased at the termination date unless there is a written agreement between the company and the customer.

L. Confidentiality

The customer shall not divulge to third parties, without the written consent of the company, any information which relates to the technical or business activities of the company unless required to disclose information pursuant to any statutory or other legal obligation.

M. References

The company reserves the right to request trade references, and all orders are accepted subject to them being satisfactory.



N. English Law
English law shall be the proper law of the agreement.

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