

## General

The Company means HG Technology limited and the Customer is any party using the services, goods, advice or goodwill of the Company.

Orders are accepted and goods supplied subject to the following express terms and conditions, and all other conditions. Warranties and representations, express or implied, statutory or otherwise, except as to title, are hereby excluded. No addition thereto or variation there from shall apply unless agreed in writing by the parties.

These terms and conditions replace and supersede any pre-existing agreements between the Customer and the Company.

## Orders

The company shall be entitled by notice in writing to the Customer to cancel any uncompleted order or to suspend delivery if the Customer shall commit or allows to be committed any breach of these terms and conditions and if such breach be capable of remedy shall not so be remedied within 28 days of notice of the breach and such cancellation shall be without prejudice to any other remedy of the Company.

If any order is cancelled by the Customer then the Customer shall indemnify the company against all losses arising out of such cancellation.

## Prices

Whilst every endeavour has been made to ensure the accuracy of the prices quoted, no responsibility can be accepted for any errors or omissions. Prices are subject to alteration without notice and are exclusive of V.A.T., carriage and insurance.

All prices are subject to change due to currency fluctuations, EC levy charges, E &OE, and changes in law.

In the event of any suspension of work through the Customer's instructions the price(s) shall be increased to cover any extra expense thereby incurred by the Company.

## Payment

All accounts are strictly net and all payments due under the contract shall be made in full without set-off, deduction or counterclaim.

Accounts where credit terms have been agreed are payable on demand but in any case must be paid by a date which will ensure payment is received by the Company not later than 30 days following the date on which the goods are dispatched. In the event that any invoice becomes overdue, all invoices become payable immediately.

All overdue accounts will be subject to interest at 3% per month.

The Company may in its absolute discretion assign to any third party whatsoever any debt outstanding and due from the Customer without reference to the Customer.

Any queries relating to Company invoices must be raised in writing by the Customer within 14 days from the date of the invoice. If no query is raised by the Customer within this period it will be deemed as having been accepted in full.

#### Warranties and liability

The Company warrants that the goods are reasonably fit for the purpose of the Customer so far as that purpose has been made known to the Customer in writing and that they will conform to their manufacturers description but all other warranties and descriptions as to the quality of the goods or their ability to perform certain functions are expressly excluded from this contract.

The Company shall not be liable for any breach of the above warranties or guarantee (“The Warranties” and “The Guarantee”):

- unless the Customer has paid to the Company all monies payable on or by the date stipulated for payment.
- unless the Customer gives written notice of the non-compliance or alleged defect within one week of the discovery of the non-compliance or defect or the date when such problem ought reasonably to have been discovered and in any event before the expiration of the warranty period.
- unless the Customer makes no further use of the relevant goods and forthwith returns the goods to the Company (carriage paid)
- if the goods have been modified, altered or otherwise tampered with in any way other than by a duly authorised representative of the Company.
- if the goods have been subjected to misuse, neglect, carelessness, lack of maintenance, vandalism or other commotion, disturbance or whatever nature whether affecting the goods directly or in directly as a result of such matter affecting the premises in which the goods are situated.
- if and to the extent that the goods have been produced from designs or specifications by or on behalf of the Customer.

Notwithstanding the provisions of this clause if the Company is found liable for any loss or damages the Company’s liability shall in no event exceed the total purchase price of the goods.

#### Specification/sample

All illustrations, drawings, catalogues and descriptive matter are of generally informative nature only and do not form any part of the specification or description of the goods. The Company shall be entitled without notice to make such reasonable modifications to such specifications, descriptions, designs, materials or finishes as it deems necessary or desirable and the Customer shall not be entitled to object to or reject the goods by reason of such modifications.

#### Design

All specifications and designs submitted by the Company and the copyright in them and the right to reproduce any of them remain the Company’s property.

Where goods are made or adapted in accordance with the Customers specifications the Customer shall indemnify the Company against all cost claims and/or expenses incurred by the Company in respect of the infringement or alleged infringement by such goods of any patents, registered designs, trademarks or other rights belonging to third parties.

#### Force majeure

The Company shall not be responsible for the non-performance in whole or in part of its obligations nor under any liability to the Customer in respect thereof if such non-performance is due to acts of God, War, insurrection, government regulations, embargoes, acts of terrorism, strikes, Labour disputes, illness, flood, fire, tempest or any other cause beyond the control of the Company.

#### Assigns

Neither party may assign the Contract to which these terms and conditions apply nor of its rights or obligations under the Contract without prior consent in writing of the other party.

#### Severance

If at any time any one or more of these conditions (or any part thereof) is held to be or becomes void or otherwise unenforceable for any reason the same shall be deemed omitted here from and the validity and/or enforceability of the remaining provisions of these conditions shall not be in any way be affected or impaired thereby.

#### Waiver

No failure of or delay or forbearance by the Company in asserting or exercising any right or remedies under the contract shall affect its rights there under.

#### Data protection

Data, both physical and electronic, will be held in the strictest confidence and in compliance with the relevant Data Protection Law and you consent to this. You may request at anytime that HG Technology does not use data for Direct Marketing purposes.

#### Maintenance service agreement

Service provided under maintenance service agreement is subject to the terms and conditions of the appropriate maintenance service agreement.

#### Conditions relating to onsite installation/consultancy project work:

- The Customer agrees that HG Technology limited is not liable for damage caused to the Customer's computer components as a result of improper installation or other hardware configuration caused by the Customer
- The Customer is strongly advised to keep backups of valued data and it is agreed that HG Technology limited is not liable for data lost as a result of the Customer's actions or HG Technology Limited's advice at any time.

- The Company takes no liability for the effects to the Customer's PC from Shareware, Freeware, Unlicensed Software or Software downloaded from the Internet.
- The Company will not install any software that has not been properly licensed.
- Unless otherwise agreed, site visits will be subject to a minimum charge of half a day. The Company does not guarantee a fixed solution/installation time and whilst it will estimate project costs as accurately as possible, additional time will be charged at the agreed hourly rate.
- The Customer will be charged for any parts or software that have to be purchased on their behalf.
- The Customer is responsible for ensuring the compatibility of any third party or specialist software or hardware prior to any work being carried out by HG Technology limited.
- It is recommended that the Customer takes heed of any advice given by HG Technology limited following a site visit in relation to the operation and improvement to the Customers computer systems. HG Technology limited cannot be held responsible for subsequent problems caused which are attributable to non-implementation of these actions.

#### [HG Technology service agreements](#)

The Company will issue a separate document relating the terms and conditions for the supply of ongoing service agreements.

#### [Jurisdiction](#)

English law shall apply to the Contract.