1 spindle communications SAS standard conditions of sale

1. Basis of Sale
1.1 Quotation by the Supplier does not constitute an offer and may be withdrawn or revised at any time prior to the Supplier's acceptance of the Order.
1.2 The Order constitutes an offer by the Customer, capable of acceptance by the Supplier, to purchase the Products on the terms of this Contract.
1.3 No Order shall be binding upon the Supplier unless the Supplier expressly accepts the Order by written notice to the Customer ("Acceptance Notice") in which case a contract ("the Contract") will be formed subject to sale and purchase of the Products, comprising the Order, Acceptance Notice and these Conditions.

2. Price
2.1 The Price of the Products shall be as stated in the price quotation and/or in the Supplier's applicable price list for the Products in effect at the date of invoice and, unless otherwise so stated, shall be:

2.1.1 exclusive of VAT and any other tax which, where applicable, shall be payable by the Customer in addition to the Price.
2.1.2 exclusive of all charges for packaging, packing, shipping carriage, insurance and delivery of the Products, and any value added or sales tax and other duties, impost or levies, which, where applicable, shall be payable by the Customer in addition to the Price.
2.1.3 The prices are fixed and shall not be subject to change provided the order is received by the Supplier before expiry of the validity period shown in the price quotation and/or current price list.

3. Terms of Payment
3.1 The Supplier may invoice the Customer on (or after) the date of shipment of the Products to the agreed point of delivery when the Contract provides that the Products are to be delivered to such place by the Supplier.
3.2 The Customer shall pay the Supplier's invoices in full without any deduction whether by way of set off, counterclaim or otherwise within 30 days of the sale of the Supplier's invoice.
3.3 The Supplier shall be entitled to charge interest on late payments before as well as after judgement at the rate of 4% per annum above HSBC Bank's base rate from time to time.
3.4 Partial payment expressed to be "in full and final settlement" shall be effective as such unless specifically agreed in Writing by the Supplier.

4. Delivery
4.1 Delivery of the Products shall be made to the place of delivery specified in the Contract, by the Supplier.
4.2 The Customer acknowledges any dates for delivery of Products are estimates only. Accordingly, the Supplier shall have no liability for any delays of any kind whatsoever and whether or not the Supplier or the Product is at fault.
4.3 The Supplier shall be entitled to deliver the Products on any agreed day during the hours of daylight and to deliver in a condition of the Products within the hour after the time of delivery, which hour is defined in Writing of such damage within eight (8) days of the date of delivery in which case the Supplier shall, at its sole option and as the Customer's sole and exclusive remedy, replace or repair any such Products or part thereof which are proved, to the Supplier's satisfaction, to have been damaged at the time of delivery.
4.4 If the Customer refuses or fails to take delivery of Products tendered in accordance with these Conditions then, without prejudice to any other rights the Supplier may have against the Customer (for breach of contract or otherwise):
4.4.1 the Supplier shall be entitled to immediate payment in full for the Products so tendered and either to effect delivery by whatever means it considers most appropriate or to store those Products at the risk of the Customer.
4.4.2 the Supplier shall, in addition to the Price, pay all costs of such storage and any additional costs incurred as a result of such refusal or failure, and
4.4.3 the Supplier shall be entitled, after the expiration of 1 month from the date upon which it first tendered the Products for delivery, to dispose of the Products in such manner as the Supplier may determine and shall be under no duty to account to the Customer for any of the proceeds of such disposal.
4.5 The Supplier shall be entitled to deliver the Products under a Contract in instalments.

5. Risk and Property
5.1 Risk of damage to or loss of the Products shall pass to the Customer upon delivery to the Customer in accordance with the Contract.
5.2 In the event that the Products shall, subject to the second sentence of this Clause 5.2, pass to the Customer upon full payment for the Products or on is later. Title to the Software (as defined in Clause 5.1 below) contained in or supplied with or for use with the Products shall not pass to the Customer but shall remain at all times with supplier.
5.3 Until such time as title in the Products has passed to the Customer.
5.3.1 the Supplier shall be entitled to repossess at any time any of the Products in which title remains vested in the Supplier.
5.3.2 for the purpose specified in Clause 5.3.1 above, the Supplier or any of its agents or authorized representatives shall be entitled at any time and without notice to enter upon any premises in which the Products or any part thereof are installed, stored or kept, and are reasonably believe so to be;
5.3.3 the Supplier shall be entitled to seek a court injunction or equivalent judicial order under the applicable law of the Contract to prevent the Customer from selling, transferring, or otherwise disposing of the Products.
5.4 Until such time as title in the Products has passed to the Customer, the Customer shall, subject to the terms of this agreement hereunder, keep the Products separate from other products and hold the Products as the Supplier's fiduciary agent.

6. Software & Documentation
6.1 The Product units supplied to the Customer under the Contract shall contain embedded software ("Embedded Software"), and external software ("External Software") shall be supplied for use with the Product (Embedded Software and External Software being collectively referred to as "Software").
6.2 The Software is more fully described in the Specification. Except as otherwise expressly provided herein, all references to "Product" in these Conditions shall be construed as including the Software as well, and nothing in these Conditions shall be construed as a sale (and/or assignment) of such Software to the Customer.
6.3 The Supplier's software license and restrictions are included in the Software License Agreement included with the Product. Such Software License Agreement shall be in addition to these Conditions, which shall be deemed to include such Software, provided that nothing in these Conditions shall be construed as a sale (and/or assignment) of such Software to the Customer.
6.4 The Customer’s use of the software shall be in conformance with the Software License Agreement and the laws of the nation. In the event of any legal disputes which may arise as a result of these Conditions or the activities arising therefrom, it is expressly agreed that jurisdiction shall be conferred on the courts of England.
6.5 Any reference in these Conditions to a party having the benefit of a clause shall be construed as a reference to that clause or provision as amended, re-enacted, or extended at the relevant time.
6.10 To the extent permitted by law, the Customer shall defend and indemnify the Supplier from any and all claims brought against the Supplier by third parties, and shall hold the Supplier harmless from all corresponding damages, liabilities, costs and expenses, (including reasonable lawyers' fees) incurred by the Supplier arising out of or in connection with Customer's possession, use or distribution of the Products.
6.11 The parties agree that, to the extent permitted by law the Vienna Convention of 1980 ("The Convention") shall apply to the Contract in a manner that the Convention is not inconsistent with all internationally accepted rules or other implementation of that Convention shall not apply in relation to any other Product.
6.12 The Customer shall be liable for any loss, damage or injury, or any costs, expenses or disbursements which may arise out of or in connection with the Customer's possession, use or distribution of the Products.
6.13 The Customer agrees to comply with all laws, regulations and requirements of the United States, the European Union, and all other jurisdictions where the Products are purchased, provided that the Product is sold or provided for non-commercial purposes.
6.14 The headings in these Conditions are for convenience only and shall not affect its interpretation.
6.15 Additional Considerations
6.16 Cancellation for implementation and educational services are as follows:
   More than two (2) weeks notice - no cancellation fee.
   Between two (2) weeks and one (1) week notice - 50% cancellation fee.
   Less than one (1) week notice - 100% cancellation fee