



**ARDORVIS
TECHNOLOGY**

Part of the Heat & Power Group

**Terms & Conditions
Sales**

ARD-POL- T&C Sales Rev1

ARDORVIS TECHNOLOGY

**TERMS & CONDITIONS
SALES**

1. Application and Entire Agreement

- a. These Terms and Conditions apply to the provision of the services detailed in our quotation (Services) by Ardorvis Technology a company registered in England and Wales under number 06649410 whose registered office is at 3 Grey Lane Witney Oxfordshire, OX28 1FN (we or us) to the person buying the services (you).
- b. You are deemed to have accepted these Terms and Conditions when you accept our quotation or from the date of any performance of the Services (whichever happens earlier) and these Terms and Conditions and our quotations (the Contract) is the entire agreement between us.
- c. You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf. These Conditions apply to the Contract to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practise or course of dealing.

2. Interpretation

- a. A 'business day' means any other than a Saturday, Sunday or Public Holiday.
- b. The heading in these Terms and Conditions are for convenience only and do not affect their interpretation.
- c. Words imparting the singular number shall include the plural and vice-versa.

3. Services

- a. We warrant that we will use reasonable care and skill in our performance of the Services which will comply with the quotation, including any specification in all material respects. We can make any changes to the Services which are necessary to comply with an applicable law or safety requirements, and we will notify you if this is necessary.
- b. We will use our reasonable endeavours to complete the performance of the Services within the time agreed or as set out in the quotation; however, time shall not be the essence in the performance of our obligations.
- c. All of these Terms and Conditions apply to the supply of any goods as well as Services unless we specify otherwise.

4. Your obligations

- a. You must obtain any permission, consent, licences or otherwise that we need and must give us access to any and all relevant information, materials, properties and any other matter which we need to provide the Services.
- b. If you do not comply with clause 10, we can terminate the Services.
- c. We are not liable for any delay or failure to provide the Services if this is caused by your failure to comply with the provisions of the section (Your Obligations).

5. Fees

- a. The fees (Fees) for the Services are set out in the quotation on a time and materials basis.
- b. In addition to the Fees, we can recover from you
 - i. reasonable incidental expenses including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses,
 - ii. the cost of services provided by third parties and required by us for the performance of the Services, and
 - iii. the cost of any material required for the provision of the Services.
- c. You must pay us for any additional services provided by us that are not specified in the quotation in accordance with our then current, application daily rate in effect at the time of performance or such other rate as may be agreed between us. The provisions of clause 14 apply to those additional services.
- d. The Fees are exclusive of any applicable VAT and other taxes or levies which are imposed or changed by any competent authority.

6. Cancellations and Amendments

- a. We can withdraw, cancel or amend a quotation if you have not accepted it, or if the Services have not started, within a period of 30 days from the date of the quotations, (unless the quotation has been withdrawn).
- b. Either we or you can cancel an order for any reason prior to your acceptance (or rejection) of the quotation.
- c. If you want to amend any details of the Service you must tell us in writing as soon as possible. We will use reasonable endeavours to make any required changes and additional cost will be included in the Fees and invoiced to you.

- d. If, due to circumstances beyond our control, including those set out in the clause below (Circumstances beyond a party's control), we have to make any change in the Services or how they are provided, we will notify you immediately. We will use reasonable endeavours to keep any such changes to a minimum.

7. Payment

- a. We will invoice you for payment of the Fees either:
 - i. When we have completed the Services; or
 - ii. On the invoice dates set out in the quotation.
- b. You must pay the Fees due within 30 days of the date of our invoices or otherwise in accordance with any credit terms agreed between us.
- c. Time for payment shall be of the essence of the Contract.
- d. Without limiting any other right or remedy we have for statutory interest, if you do not pay within the period set out above, we will charge you interest at the rate of 5% per annum above the base lending rate of the Bank of England from time to time on the amount outstanding until payment is received in full.
- e. All payment due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law and neither of us can assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in the whole or in part.
- f. If you do not pay within the period set out above, we can suspend any further provision of the Service and cancel any future services, which have been ordered by, or otherwise arranged with, you.
- g. Receipts for payment will be issued by us only at your request.
- h. All payments must be made in British Pound unless otherwise agreed in writing between us.

8. Subcontracting and Assignment

- a. We can at any time assign, transfer, change, subcontract or deal in any other manner with all or any of our rights under these Terms and Conditions and can subcontract or delegate in any manner any or all of our obligations to any third party.
- b. You must not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under these Terms and Conditions.

9. Termination

- a. We can terminate the provision of the Services immediately if you:
 - i. Commit a material breach of your obligations under these Terms and Conditions; or
 - ii. Fail to make pay any amount due under the Contract in the due date for payment; or
 - iii. Are or become or, in our reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor;
Or
 - iv. Enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors;
Or
 - v. Convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a reliever, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of you, notice of intention to appoint an administration is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the insolvency Act 1986), a resolution is passed or petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relation to your insolvency or possible insolvency.

10. Intellectual Property

- a. We reserve all copyright and any other intellectual property rights which may subsist in any goods supplied in connection with the provision of the Services. We reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.

11. Liability and Indemnity

- a. Our liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this clause.
- b. The total amount of our liability is limited to the total amount of Fees payable by you under the Contract.

- c. We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or the performance of the any of our other obligations under these Terms and Conditions or the quotation for:
 - i. Any indirect, special or consequential loss, damage, costs, or expenses or;
 - ii. Any loss or profits; loss of anticipated profits, loss of business, loss of data, loss of reputation or goodwill; business interruption; or other third-party claims; or
 - iii. Any failure to perform any of our obligations if such delay of failure is due to any cause beyond our reasonable control; or
 - iv. Any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or
 - v. Any losses arising directly or indirectly from the choice of the Services and how they will meet your requirement or your use of the Services or any goods supplied in connection with the Services.
- d. You must indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by you or your agents or employees.
- e. Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

12. Circumstances Beyond a Party's Control

- a. Neither of us is liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond reasonable control of that party. Such causes include, but are not limited to: power failures, Internet Service Providers failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, government action or any other event that is beyond the control of the party in question. If the delay continues for a period of 90 days, either of us may terminate or cancel the Services to be carried out under these Terms and Conditions.

13. Communications

- a. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).
- b. Notices must be given by email, and only deemed successful when acknowledgment is received back.
- c. All notices under these Terms and Conditions must be addressed to current email addresses of that party.

14. No Waiver

- a. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right, or remedy.

15. Law and jurisdiction

- a. These Terms and Conditions are governed by an interpretation according to English law. All disputes arising under these Terms and Conditions are subject to the exclusive jurisdiction of the English courts.

16. Divisibility

- a. Where delivery of goods or services is affected by us by more than one consignment (whether at the request of the purchaser or not) then each such consignment shall be deemed to be a separate contract subject to these Conditions of Sale and the purchaser shall pay to xxxxx Ltd in full the amount payable under the invoice raised for each consignment notwithstanding any rights which the purchaser may claim to have against us in respect of any other contract between us and the buyer.