



The following are standard terms of contract of Orange Tentacle Ltd.

1. GENERAL

1.1. All orders are accepted subject to the following conditions which shall form part of and govern the contract. Any variation of these conditions in any document of the client is inapplicable unless accepted in writing by the Company.

1.2. No variation may be made to the contract of sale except in writing between the parties.

2. QUOTATIONS AND ESTIMATES

2.1. The placing of an order following the Company's quotation shall not be binding on the Company unless and until accepted by the Company.

2.2. Additions or alterations to orders, however made, shall not be binding on the Company until accepted by the Company.

2.3. All estimates by the Company are based on the current hourly rate and the cost of other items at the date of the estimate and may be subject to variation at any time.

2.4. Where off-hours (evenings, weekends and bank holidays) are worked at the customer's request, a premium may be charged. Quotations reflect work done in normal working hours, unless at the discretion and agreement of the Company.

2.5. All prices quoted are exclusive of United Kingdom Value Added Tax unless specifically stated otherwise.

3. TIME OF COMPLETION OF ORDER

3.1. Whilst every endeavour will be made to complete work commissioned within the time quoted the Company shall not be responsible for any delay, howsoever occasioned.

3.2. In respect of delivery of goods, any time stated is given in good faith but is by way of estimation only and is not binding upon the Company.

3.3. Delays caused by the failure of the client to deliver agreed necessary materials, systems and/or data in a timely manner are the responsibility of the client, who accepts that it is responsible for variations in estimates so caused.

3.4. The Company shall not be liable for any loss or damage whether direct or indirect or consequential which is or might be occasioned to the client or any customer of the client arising out of or in any way due to any delay or default in delivery or completion of any goods or services under the contract however caused.

4. OTHER CONDITIONS

4.1. The Company shall not be held responsible or liable for loss or unavailability of data howsoever occasioned.

4.2. All original code, documentation and copy are copyright of the Company. A non-exclusive, indefinite right-to-use is granted to the client upon payment of invoice.

4.3. Where the client agrees to provide facilities and/or materials for the Company to work with, failure to provide these at the agreed time will constitute a breach of contract by the client, and time spent by the Company in rectifying this is billable over and above any prior agreements.

4.4. The Company may substitute the primary consultant with another representative of the Company provided that the Client is satisfied that the proposed substitute has the necessary skills, experience and training to fulfil the contract services

5. PAYMENT

5.1. Except where otherwise specifically agreed in writing, payment must be made upon presentation of invoice whether at completion of contract or at an intermediate stage as agreed between the Company and the client.

5.2. The Company reserves the right to request payment in advance for items of hardware.

5.3. Except where otherwise specifically agreed payment for rental and maintenance must be made by direct debit or standing order.

6. OWNERSHIP OF GOODS

6.1. Goods and services provided shall remain the property of the Company until payment is received in full.

7. FORCE MAJEURE

7.1. The Company shall be entitled in writing to terminate the contract at any time should the Company be in any way prevented or hindered by a cause beyond its reasonable control from performing the same. In this event the Company shall be entitled to recover the price of any goods or services provided to the client.

8. LAW

8.1. This contract and these conditions shall be subject to and construed in accordance with English law and the client is deemed to submit to the non-exclusive jurisdiction of the English courts.