



<b>SSDC Limited</b>	
<b>Description</b>	Terms and Conditions
<b>Issue</b>	1:02
<b>Date</b>	Tuesday, 21 June 2011
<b>Document Number</b>	

## Terms and Conditions of Sale

Unless separately negotiated the following terms and conditions will apply.

**Quote is valid for 30 days from submission**

### **1. Payment and Price**

1.1 Unless Seller approves Buyer for credit terms, payment shall be made when the Order is placed by cheque, credit card or direct credit transfer or in cash on delivery.

1.2 If Seller approves Buyer's credit application, payment shall be due no later than thirty (30) days after the date of Seller's invoice Seller reserves the right to cancel Buyer's credit terms at any time.

1.3 Seller is entitled to interest on any unpaid invoices from the due date until payment at 5% above the base rate of LloydsTSB plc.

1.4 No discounts will be granted for early payment.

1.5 If Buyer does not comply with the payment terms Seller may at its discretion suspend or cancel deliveries of Products and the supply of Services.

1.6 If Buyer wishes to cancel an order for bespoke Products or Services it shall remain liable for the costs already Incurred by Seller, which Seller will use reasonable endeavours to minimise.

1.7 All quoted prices exclusive of VAT.

1.8 Any Software or design work remains the property of Structured Software Design Consultants Ltd until all outstanding payments have been paid.

### **2. Title**

Subject to clause 2.2 until all monies due from Buyer to Seller on any account have been received by Seller:

2.1 No title to the Products shall pass to Buyer;

2.2 Seller retains title to all software and documentation included in the Products, all media on which such software is delivered to Buyer, and to all material supplied or used as part of the Services.

2.3 If Buyer fails to make any payment to Seller when it is due, Seller shall be entitled to request that Buyer promptly return to Seller any Products title of which has not passed to Buyer so as to discharge any sums owed by Buyer to Seller under any Contract. If Buyer fails to promptly return the Products to Seller, Seller will be entitled to enter Buyer's premises to repossess and dispose of any such Products.



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### **3. General**

3.1 Any notice given under the Conditions will be duly served on Buyer if It is left at or sent by first class post to its address last known to Seller or on Seller if it Is left at or sent by first class post to its address last known to Buyer. It will be assumed that any notice sent by post will be delivered on the fifth working day after posting.

3.2 This Contract will be construed in accordance with the laws of England and Seller and Buyer submit to the non-exclusive jurisdiction of the English courts.

3.3 Waiting time will be charged at our standard hourly rate plus any transportation expenses when on-site work is held up by circumstances for which SSDC Ltd is not responsible under the contract. This will include non-availability of personnel, hardware, documentation or other facilities necessary to complete the tasks required.