

Terms of Trading For Suppliers of Software Box Limited Company Confidential



The terms and conditions herein apply to all purchase orders placed by Software Box Limited (Referenced as SBL for the remainder of this document) with any Supplier (Referenced as You for the remainder of this document).

The acceptance of an SBL Purchase Order constitutes agreement to all terms and conditions herein.

Order Procedure

SBL will place a Purchase Order on You using one of the following methods;

- Email PDF
- Fax Purchase Order
- Online Order

Errors or omissions that are not communicated to SBL that result in a Purchase Order not matching a Suppliers invoice will result in the Supplier invoice going into query until the discrepancy is resolved which may incur a delay in payment.

Term

The agreement shall commence on acceptance of a Purchase Order from SBL.

Prices (Fixed & Firm)

SBL will not pay the Supplier any additional fees not displayed on the Purchase Order. The Purchase Order represents the Terms and Conditions herein and as agreed by both parties, therefore SBL will not allow any instances where;

- Additional delivery charges are added to the invoice without prior written consent.
- Any increase in pricing is not reflected within SBLs Purchase Order.
- Any additional expenses, which have not been agreed and contained within SBLs Purchase Order.
- Any other charges on a Supplier's invoice that are not contained within SBLs Purchase Order.
- You will inform SBL immediately and in writing of any errors or omissions on the Purchase Order prior to processing

Delivery and Acceptance

You warrant, respect and undertake that any deliverables will be:

- Made to the delivery address detailed on the Purchase Order issued by SBL to the Supplier.
- Of satisfactory quality
- Compliant with the requirements for the deliverables set out in the relevant product specification
- Fit for the purpose for which We/The End User intend to use them
- At our discretion, We or the End User will inspect and/or test each deliverable to assess its compliance with this agreement within a reasonable period following its delivery to SBL or to the specified address.

You shall inform SBL in writing if the product or service that You intend to ship or provide differs from the description on SBL's Purchase Order and You shall only ship or provide the product or service once SBL have accepted the changes in writing.

If SBL do not accept an alternative product or service, SBL shall be entitled to return the product or cancel service and be credited without penalty.

Failure to inform SBL of any changes will result in the Suppliers invoice going into dispute pending investigation

Rejection

We/the End User reserve the right to reject any deliverables which We/The End User deem is not compliant in all respects of the specification or the terms of this agreement

If We/the End User reject the deliverable we will have the right either to require You to correct that deliverable (at Your own cost) within such a period of time We specify, acting reasonably, so that it does comply with this agreement, or to withhold payment of the Charges in respect of that deliverable, or to return the deliverable (at Your expense and risk) to You

Performance of Services

Services provided by the Supplier to any of SBL's Customer's should be performed on a sub-contractor basis. On placement of a Purchase Order for services, a separate subcontractor agreement may be invoked as appropriate.

Assignment and Sub Contracting

The Supplier shall not be entitled to assign, transfer, charge or license the whole or any part of their rights and/or obligations to any party without the consent of an authorised person within SBL. If such authorisation is granted to the Supplier by SBL, the Terms and Conditions of SBL's Sub Contractor agreement will prevail.

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Risk and Title

Risk and Title of goods shall only pass to SBL on deliveries to SBL that are deemed to be in good order and match the corresponding Purchase Order.

If a shipment is sent directly to SBL's customer, risk and title shall only pass once a proof of delivery is provided and/or the customer confirms receipt of the goods in an acceptable condition.

Payment

SBL's payment terms are 30 days NETT monthly unless otherwise agreed with a Supplier for a one time order.

Purchase orders for services and training are paid as per the terms above upon satisfactory completion.

If an invoice is put into dispute for any reason, SBL shall inform the Supplier within a reasonable timescale. The invoice shall not be passed for payment until any issue is resolved to SBL's satisfaction.

Confidentiality

In order for the Supplier to fulfill a Purchase Order from SBL customer information may sometimes be provided. You agree not to pass this information to any third party unless required to fulfill the requirements detailed on the Purchase Order and only with SBL's prior written consent.

You will not contact SBL's customer directly under any circumstances without the express permission of SBL unless you have had previous engagement with the Customer prior to the inclusion of SBL to facilitate the Purchase Order.

Breach

Upon breach of any of the conditions by the Supplier, SBL reserves the right to withhold payment to the Supplier until the breach is rectified by the Supplier to the satisfaction of SBL.

If the breach is not rectified by You to the satisfaction of SBL, SBL have the right to terminate the contract by cancelling the Contract in writing within a reasonable time.

Termination

If a dispute arises between the Parties they will first attempt to resolve it by discussion and negotiation

An Order may be terminated by SBL forthwith if the Supplier is in Default of any obligation under that Order and:

- The Default is capable of remedy and the Supplier shall have failed to remedy the default within 30 days of written notice to the Supplier specifying the Default and requiring its remedy; or
- The Default is not capable of remedy.

Termination shall not affect the continuance of any provision hereof which is expressly or by implications to survive the Agreement

Contracts (Rights of Third Parties) 1999

It is agreed between the parties that the Contracts (Rights of Third Parties) 1999 does not apply to the terms of this contract or any subsequent amendment to it unless expressly confirmed in writing that the said Act does apply

General

Our rights under this Agreement are cumulative; and in addition to and not exclusive of any rights which We have otherwise in law, whether under statute, at common law or otherwise, and nothing in this Agreement is intended to or will be construed as excluding any such rights which We have otherwise in law.

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formations (including non-contractual disputes or claims) will be governed by and construed in accordance with Laws of England and Wales

Nothing in this Agreement shall be deemed to create a partnership or joint venture or contract of employment of any kind between the parties nor shall it be deemed to grant any authority not expressly set out in this Agreement or create any agency between the parties.

Any indulgence by SBL to the Supplier or any waiver by SBL of its rights either under the Terms and Conditions or otherwise in respect of a transaction or series of transactions shall not be deemed to be a waiver of SBL's rights in respect of any further transactions nor to be an agreement to confer the same indulgence in respect of any subsequent transactions.

You acknowledge the fact that You have had the opportunity to read these Terms and Conditions prior to accepting SBL's Purchase Order and in proceeding, warrant Your belief that the Contract is reasonable in all of its Terms and Conditions.

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Authorised Signatory

This is an important document which confers legal rights and obligation on the parties to it.

I, the undersigned have been duly authorised by (Name of Supplier) _____ to agree to this Agreement on (Name of Supplier) _____'s behalf, to execute this Agreement and deliver it to SBL.

Signature.....

Full Name.....

Capacity.....

Date.....

I, the undersigned have been duly authorised by SBL to agree to this Agreement on SBL's behalf.

Signature.....

Full Name.....

Capacity.....

Date.....