

Standard Terms & Conditions of Business

DEFINITIONS

AME means Advance Media Engineering Ltd.
"Services" means any consultancy training, technical support or other service provided or supplied by AME.
"Products" shall mean any hardware or software supplied by AME.
"Hardware" means computer and peripheral parts including electronic devices but excluding any software.
"Software" means both application software and system software.

GENERAL CONDITIONS

The following conditions apply to all contracts between the client and AME unless any new contract made in writing specifically states otherwise. Any amendments to these conditions must be agreed in writing by a Director of AME prior to delivery of any service or product.

Full ownership of any products shall remain with AME until payment in full is made to AME. AME reserves the right to repossess or retain any product where payment remains outstanding after 30 days of supply.

In the event of any retention or repossession of products by AME any part payment or deposit made shall be forfeited to AME.

By acceptance of these terms and conditions, the client grants to AME the right to enter its premises to recover any products not paid for in full after 30 days of supply. Title to the product shall be retained by AME even if the product shall have been incorporated into other products owned by the client or any other third party and AME shall not be held responsible for any loss or damage caused by the removal of any product by AME where payment remains outstanding by the client.

The client shall act as trustee of any product supplied by AME until full payment is made and the client shall be held responsible for any loss or damage upon receipt of the product. Any deposit or part payment made to AME in respect of any order for products or services shall be forfeited by the client if cancellation is made by the client prior to delivery and AME shall recover from the client any additional loss incurred.

The price charged by AME shall be the price ruling at time of delivery and where this is at variance with any price previously quoted; the client shall receive notice prior to delivery. AME shall not be bound by or to any price quoted in the event of any error or omission whatsoever. AME will make every effort to supply services or products by an agreed date but shall not be held responsible for any loss or damage caused to the client in the event of AME not being able to meet the delivery date.

AME shall not be held responsible for any loss or damage to the client where any product is supplied which is not compatible with any existing product held or owned by the client. The client accepts responsibility to notify AME in writing of any and all existing hardware and software which may be affected by the supply by AME of any product or service.

PAYMENT

Payment for goods and services is required prior to delivery unless account and credit facilities have previously been agreed in writing. AME reserves the right to withdraw account facilities without notice.

Payment by the client shall include any amount of VAT being due. Payment is due as stated on the invoice.

AME reserves the right to charge the client interest at 4% pa above HSBC Bank base rate on any sum outstanding after due payment date as stated on the invoice or 30 days of supply.

DELIVERY OF PRODUCT

Delivery shall be deemed to take place upon arrival of the product at the client's premises or by collection of the product from AME premises or third party premises. The client undertakes to notify AME of any omissions or defects within 48 hours of receipt of the product or service.

Where a product is supplied and tested by AME whether at the client's premises or elsewhere, the client shall be required to sign an acceptance which shall be proof of satisfactory delivery. Where no such signature is provided, the client will have deemed to have accepted satisfactory delivery upon the use of the product.

LIMIT OF LIABILITY

The liability of AME to the client shall not exceed the invoice amount except in respect of injury or death. AME shall not be liable for any consequential loss or damage including any loss of profits or income and specifically the loss of any data which may be accidentally deleted by a AME agent or employee. Due to the potential loss of data caused by power surges, hardware failure, software conflicts and other unforeseen causes, AME cannot accept any responsibility for any such loss of data even where AME have supplied any product (hardware or software) or where an employee or agent shall have assessed the clients system and where in the opinion of AME or its agents, there does not appear to be a potential for loss of data or system failure at the end of the century.

NOTE: IT IS THE CLIENTS RESPONSIBILITY TO OBTAIN INSURANCE COVER FOR SUCH LOSS OR CONSEQUENCE OF SUCH LOSS.

DURATION OF CONTRACT

The contract between the client and AME shall commence upon acceptance by AME of an order to supply products or services, and /or a written authority to carry out work by the client and terminate upon delivery by AME and full payment by the client except where a warranty agreement is in place when the liability of AME remains until the expiry of such a warranty.

The contract shall terminate immediately upon the bankruptcy, winding up or appointment of a receiver and AME retain the right to enter the client premises and secure any goods not paid for in full.

ASSIGNMENT

AME may assign its rights and obligations under the contract but not without prior written notice to the client. The client may assign its rights and obligations upon written consent being given by AME however the client remains responsible for full payment in the event that the assignee should default on its agreement with the client.

SUPPLY OF HARDWARE

Where AME provide the client with such information as may be required to enable the installation of hardware and the client fails to make the necessary provision for any such installation, AME reserves the right to charge the client for any time and/ or expense incurred by AME in attempting successfully or otherwise to make such an installation.

WARRANTY

With respect of any warranty provided by AME, it is accepted by the client that such warranty will be negated if the hardware is not used in accordance with the manufacturers (including components manufacturers) recommendations. It is a condition of any warranty that the client maintains the facilities provided for any installation in good condition. Any failure to do so will result in the warranty being cancelled.

Where the hardware is supplied with a manufacturer's warranty, the client shall ensure that any such warranty documentation is completed and returned in accordance with the warranty terms and conditions to the manufacturer. Where such a warranty exists, it is the responsibility of the client to exercise its rights under the terms of the warranty directly with the manufacturer.

The client agrees not to allow any person to repair, maintain or otherwise effect any change to the product during any warranty period as any such involvement would automatically negate any warranty.

SUPPLY OF SOFTWARE

AME shall not accept any responsibility for the use of any software supplied or make any commitment as to its suitability to the client. It is the client's responsibility to ensure that any software purchased either written by a third party or even by AME is suitable and compatible with any existing software or hardware which the client may already own or use.

AME shall not be held responsible for the misuse of or illegal copying of any software purchased from AME. Where the software is written by AME or its agents, the client is bound by any additional software agreement which may apply. The client accepts that the intellectual copyright or any other copyrights remain with AME unless otherwise stated in an additional agreement and that the use of any software is restricted by the terms of any license agreement which may exist.

CONFIDENTIALITY

AME and the client shall keep confidential any information obtained in respect of this contract and shall not divulge any information to a third party without the written consent of the other.

AME agrees to keep confidential all information obtained either directly or indirectly from the use of the clients hardware or software at all times and will only divulge to a third party upon written consent by the client.

The client agrees not to discuss with any employee of AME his/her employment or remuneration with AME or attempt to encourage any employee of AME to join their organization. Should an employee of AME accept a position with a client whilst in the employ of AME or within 90 days of leaving the employment of AME, the client will pay AME a recruitment fee of 20% of the annual salary being paid to the employee of AME in the year prior to the employee leaving the employ of AME.

The LAW

This contract shall be governed by English law and subject to the exclusive jurisdiction of the English courts.