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RT SOFTWARE LIMITED – TERMS AND CONDITIONS OF SALE

1. Introduction

- 1.1 In these Terms and Conditions, “RTSW” means RT Software Limited and “Customer” means the person or entity that purchases the good and/or services. “Goods” means the goods and “Services” means the services specified in RTSW’s invoice to the customer.
- 1.2 In these Terms and Conditions, “UK” means the United Kingdom of Great Britain and Northern Ireland
- 1.3 These Terms and Conditions apply to all contracts for sale of goods or for the provision of services to the customer to the exclusion of any Terms and Conditions specified by the customer or any previous Terms and Conditions of sale of RTSW.

2. Quotes

- 2.1 All prices quoted in promotional material, brochures, RTSW’s website and by RTSW Staff are subject to confirmation at the time of order and are exclusive of delivery charges and of VAT, which will be chargeable in accordance with legislation current at the date of supply
- 2.2 If ordering from outside of the UK, all prices quoted in promotional material, brochures, RTSW’s website and by RTSW Staff are exclusive of delivery charges, all local taxes, duties and charges applicable to the country to which RTSW is supplying goods and/or services.
- 2.3 Unless otherwise stipulated, all quotes are provided in UK Sterling

3. Ordering and Payment

- 3.1 All orders must be accompanied by a properly authorised Purchase Order from the company. If a company does not operate a Purchase Order system it is to provide a written undertaking, on headed paper, that the invoice, when received, will be honoured. No work will be undertaken or hardware ordered without a Purchase Order or undertaking, unless agreed in writing by an authorised representative of RTSW

- 3.2 The normal Terms of Trade with RTSW with all customers, unless by prior agreement, is “payment in full with order”.
- 3.3 At the sole discretion of RTSW, the customer may be supplied with goods and/or services on Credit Terms. RTSW reserves the right to withdraw or amend these Credit Terms at any time and without prior notification.
- 3.4 In certain individual circumstances, RTSW reserves the right to request payment prior to any services being provided or hardware ordered.
- 3.5 Unless by prior written agreement, all invoices for goods and/or services supplied on credit terms are due for payment no later than 30 days after the invoice date.
- 3.6 For individual projects with a customer with a value equal to, or in excess of, £10,000, €12,000 or \$16,000 (USD), the following schedule, where agreed, applies:
- a. Hardware 100% on delivery
 - b. Training / Installation 100% on delivery
 - c. Licences 25% on delivery
 50% can be split on agreed milestones
 25% on customer acceptance
 - d. Consultancy 25% on order
 50% can be split on agreed milestones
 25% on customer acceptance
- 3.7 The schedule in Condition 3.6 will not apply to any goods or services supplied on a rental or loan basis. In all cases full payment will be due within RTSW’s normal payment terms, unless agreed in writing by the RTSW Commercial Director.
- 3.8 Any query on an invoice must be raised within 14 days of the invoice date. If no query is raised then the customer will be deemed to have accepted the invoice.
- 3.9 RTSW reserves the right to take such action, at the customer’s expense, as is in RTSW’s absolute discretion necessary to collect the amount due in respect of any unpaid invoice from the customer.

- 3.10 RTSW reserves the right to charge customers interest on any unpaid invoice as follows:
- 3.10.1 Customers, to whom the Late Payment of Commercial Debts (Interest) Act 1998 applies, will be invoiced, as is the discretion of RT Software Ltd, in accordance with the Act and rates in force on the day that the charge is applied.
- 3.10.2 Customers to whom the Late Payment of Commercial Debts (Interest) Act 1998 does not apply will be charged at the same rate as those to whom the Act applies, as if the Act applied to them.
- 3.11 RTSW will send invoices by e-mail. It is the responsibility of the customer to ensure that RTSW has the correct e-mail address for invoices to be received by the customer to ensure prompt authorisation and payment.
- 3.12 Where a customer insists on receiving paper invoices, RTSW reserves the right to make an additional charge to cover the cost of postage and stationery. This rate will be set at £5.00 for the UK, £10 for Europe and £15.00 for all other areas. It is a customer's responsibility at time of order to inform RTSW of their requirement for a paper invoice. Where a paper invoice is requested the payment terms remain as those from the date of the invoice and not when the customer received it.
- 3.13 It is the responsibility of the customer to ensure that they have internal controls to facilitate the payment of invoices within 30 days of issue or agreed terms as appropriate. A failure of a customer's internal controls to facilitate payment as appropriate shall not be deemed sufficient reason for an invoice not to be settled with the timescales for payment.

4. Maintenance and Support

- 4.1 RTSW Terms and Conditions of maintenance and support are subject to and governed by the Terms and Conditions contained with the RTSW Software Licence Agreement entered into by the customer.
- 4.2 The customer understands that access to RTSW's telephone help desk and the right to obtain updates to the goods and such other support as may from time to time be notified by RTSW to the customer are available free of charge during any free trial period and thereafter are available on payment of the appropriate fee.

- 4.3 For customers with perpetual licences, RTSW will give the customer the option to receive annual maintenance and support and the option to renew annually, on RTSW's Terms and Conditions in place on that date, by issuing a quote to the customer approximately 28 days before the expiry date of their maintenance and support agreement.
- 4.4 For customers with RTU Licences, support is included as part of the RTU cost. Support is only included for the duration of the RTU Licence.
- 4.5 If the customer wishes to renew the annual maintenance and support, the customer is to provide RTSW with a Purchase Order or Order Reference Number. Upon receipt of this Order an invoice will be raised.
- 4.6 Payment for annual maintenance and support where an agreement is already in place must be made within 30 days of the expiry of the existing agreement.
- 4.7 Unless agreed in writing, where an agreement has lapsed then the start date of the new agreement will be set at the day after the expiry date of the previous agreement or on the annual anniversary should an agreement not have been in place for a period exceeding one year.

5. Title and Risk in Goods Supplied

- 5.1 Where goods are being supplied to a customer on a loan or rental basis then title in all goods supplied shall vest with RTSW. Risk in all goods supplied on a loan or rental basis passes from RTSW to the customer on dispatch from RTSW's offices until it is received back by RTSW, this includes where a member of staff of RTSW takes charge of the goods whilst at the customer's location.
- 5.2 Any customer who has equipment from RTSW on loan or rental is to take all reasonable steps to ensure the protection of that equipment in the event of the customer's bankruptcy, ensuring that it is not included in any declaration to the Official Receiver, or any Administrator, of assets owned.
- 5.3 Where goods have been supplied to a customer as part of a sale, then title in all goods supplied shall vest with RTSW until such time as the invoice for the goods is settled in full. Risk in all goods supplied passes to the customer on dispatch from RTSW's offices. Where payments are staged then payments received will be allocated to goods supplied in the first instance.

6. Delivery and Return of Goods

- 6.1 The customer shall be responsible for the payment of delivery and shipping charges at the then prevailing rate and as included on any invoice issued by RTSW. The customer is responsible for arranging the return of any equipment to RTSW, this is to be at the customer's cost. RTSW can arrange for collection from a Customer via DHL, where this occurs, costs incurred will be passed to the Customer
- 6.2 Where goods have been supplied on a loan basis and a deposit has been paid to RTSW, the deposit will only be returned once the goods have been returned and checked by RTSW. RTSW reserves the right to withhold some or all of the deposit for the following reasons:
- 6.2.1 The goods are returned and some or all of the goods are damaged and require replacement.
- 6.2.2 RTSW has incurred charges which, as per these Terms and Conditions, the customer should have been responsible for.
- 6.2.3 RTSW reserves the right to make an additional charge to a customer for damages and other incurred expenses that the customer is responsible for if those costs exceed any deposit paid and the deposit has already been withheld in full.

7. Conditions particular to Rentals and Loans

- 7.1 Where customers rent a system (this includes hardware and software) over a period of 1 month then payment for the rental will be due in one payment. Where rentals are over a longer period then payments can be staged over a number of periods. The rent payment due per rental period shall be due by the first date of the relevant period.
- 7.2 The rental period will be agreed between the RTSW and the customer. There will be no proportion on payment for any early return of rental equipment.
- 7.3 In the event that the customer fails to timely pay the rental required as agreed, fails to promptly return the equipment under either a rental or loan agreement, or otherwise defaults in its agreed obligations, RTSW shall be entitled to, and the customer agrees to this, to exercise each of the following remedies, in addition to all other remedies available under applicable law. These remedies are not mutually exclusive and RTSW may exercise any or all of the remedies at RTSW's election:
- 7.3.1 Repossess the Computer Equipment and/or any associated Dongle and enter the customer's premises in order to do so.

- 7.3.2 Assess a late payment fee in the amount of 1.5% per month until such time as the payment becomes 60 days late after which time charges in line with Paragraph 3.10 will become effective.
- 7.3.3 Report the customer's failure to return any equipment to the relevant authorities as a potential crime.
- 7.3.4 Retain any, and all, of the customer's data which is in the memory of any repossessed computer equipment until such time as the customer has paid all rent due for the agreed rental period and any other sums due as a result of costs incurred by RTSW in the repossession of its computer equipment.
- 7.3.5 Invoice the customer for the amount of any delinquent payment and for the replacement cost of any Computer Equipment which is not promptly returned, or which is returned in damaged condition.
- 7.3.6 Declare the entire rent due and payable

8. Local Charges and Requirements

- 8.1 RTSW's delivery Terms are FOB London. For these Terms and Conditions, FOB London shall mean any Port where goods exit the UK.
- 8.2 The customer shall be responsible for all local taxes, duties and charges. RTSW reserves the right to charge the customer for any costs incurred for local taxes, duties and charges.
- 8.3 Where a commercial invoice is required by a courier to allow for goods to be supplied to a Non-EU country, the importer is to advise RTSW on content of that invoice to allow for the avoidance of delays in any customs clearance.
- 8.4 It is the responsibility of any individual returning goods to RTSW from outside of the European Union to ensure that the correct paperwork is submitted to ensure that RTSW is not subject to any customs charges or delay in equipment being returned.
- 8.5 The customer shall be responsible for obtaining any Certificate of Origin (COO) or similar certificate for any equipment, as required by a relevant authority. RT Software can deliver to a UK address specified by the customer whilst they obtain the certificate. RTSW can provide a Commercial Invoice for the purposes of Customs as required. Where RTSW is required to provide a COO then this will be charged to the customer at full cost of obtaining the COO plus 10% uplift.

9. Warranties

9.1 In relation to Goods, RTSW provides only the warranties set out in the software licence agreement.

9.1.1 Save as herein, all representations, conditions, warranties and other terms whether expressed or implied or whether statutory or otherwise are hereby expressly excluded. Under no circumstances shall RTSW be liable to the customer or to third parties for indirect or consequential loss, loss of profits or data damage or injury howsoever arising. In any event, the total liability of RTSW to the customer shall not exceed the value of the goods and/or services covered by the invoice.

9.1.2 Nothing in these Terms and Conditions shall exclude RTSW's liability or personal injury caused by its negligence.

9.1.3 In the case of goods not of RTSW's manufacture, RTSW will extend to the customer the benefit of any guarantee, warranty or condition which may have been granted to RTSW by the supplier of the goods and will take such steps as the customer may reasonably require to enforce such rights but save as aforesaid no condition or warranty is given by RTSW in relation to such goods that are not of its manufacture.

9.1.4 The warranties in this clause in no way invalidate any statutory right of the customer.

10. Returns

10.1 The customer's attention is drawn to the "RTSW Product Returns Procedure". No goods will be accepted for return and no credit notes will be issued in the absence of compliance with the procedure.

11. Software

11.1 The customer is reminded that software programs are licenced and not sold. Any licence granted is personal to the licensee and may not be transferred to any other person or entity without the express written permission from a Director of RTSW.

12. General

12.1 The failure by RTSW at any time, or for any period, to enforce any one, or more, of these Terms and Conditions shall not be a waiver of them, or a waiver of the right to enforce such Terms and Conditions on a future occasion.

- 12.2 Each of the conditions above shall be read and construed independently of each other so that if one or more is held to be invalid as an unreasonable restraint of trade, or for any other reason whatsoever, then the remaining Terms and Conditions shall be valid to the extent they are not held to be so invalid. Further, in the event that any Term or Condition shall be found to be void but will be valid if some part thereof were deleted then such Term or Condition shall apply with such modification as may be necessary to make it valid and effective.
- 12.3 RTSW shall not be responsible for any failure to perform its obligations hereunder due to circumstance(s) beyond its control.
- 12.4 No amendment to or variation of these Terms and Conditions shall be effective unless confirmed by an authorised representative of RTSW in writing.

12 Jurisdiction

- 12.1 These Terms and Conditions shall be governed by and construed in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.