

1 General

(a) "The Company" shall mean Geosoftvn.

(b) "SOFTWARE" or "GOODS" shall mean the computer SOFTWARE program LOGMAN and any related materials furnished with it.

(c) "The Customer" shall mean the person, firm or Company who contracts to purchase in full or in part the SOFTWARE from the Company.

(d) Any contract entered into by the Company for the supply of SOFTWARE is subject to these conditions. Any writing on or attached to any purchase order form, document or correspondence shall not be included or implied unless previously agreed upon in writing and signed by an authorised officer of the Company.

(e) No responsibility is accepted by the Company for any inaccuracy or error in orders given by telephone.

2 Descriptions and Specifications

The descriptions, specifications and illustrations contained in catalogues, price lists and other leaflets or descriptive matter produced by the Company shall not form part of the contract and no report, representation or statement made by any servant or agent of the Company shall be binding on the Company. Names, addresses and trademarks on illustrations indicate ownership of the artwork and must not be taken as necessarily indicating the manufacturers. Any description or sample given of the SOFTWARE is by way of identification only and does not constitute a sale by description or sample.

3 Time

Any date or period quoted by the Company for despatch is given in good faith by way of estimate only. While the Company will endeavour to deliver within the period stated, such date or period is not to be of the essence of the contract and the Customer shall be bound to accept the SOFTWARE when they become available. The Company shall not be liable for any loss or damage or delays in transit or consequential losses or losses including loss of profit resulting in any way in respect of late delivery howsoever caused even in such cases as the Company has expressly agreed in writing a delivery date, nor shall such failure to deliver on the date or within the period named by the Company be deemed to be a breach of contract.

4 Price

(a) All prices and terms quoted by the Company or shown in any of the Company's price lists, catalogues, etc may be altered without notice.

(b) Prices of SOFTWARE, both quoted and printed, are ex-warehouse, packing, freight, postage, insurance, port rates, off loading and installation and other costs unless expressly specified to the contrary.

(c) The Company reserves the right at any time prior to delivery of the SOFTWARE to adjust the price to take account of any increase in the cost of raw materials, labour or services or any currency fluctuations, increases of taxes or duties or any other matters affecting the cost to the Company in complying with the contract.

(d) The Company reserves the right to impose a handling charge of not less than 15% (with hard key) and 25% (with soft key) on returned SOFTWARE save in circumstances where the SOFTWARE are returned by reason of defects or shortages which it is the Company's duty under the terms of the Agreement to rectify.

(e) The Company reserves the right to impose a minimum order charge.

(f) Installation and commissioning will be quoted only against the specific request of the Customer. In all cases containers, bottles, packages and packing materials are chargeable and not returnable.

(g) The Company reserves the right to amend any accidental errors and omissions in quotations and invoices.

5 Payment

(a) Time for payment shall be of the essence.

(b) The Customer shall have no right of set off, Statutory or otherwise.

(c) The Company reserves the right at any time at its discretion to demand security for payment before continuing with or delivering any order.

(d) All accounts are payable in full on receipt of the SOFTWARE unless expressly agreed in writing by the Company.

(e) Where the SOFTWARE are delivered in instalments or in the course of two or more separate deliveries any failure to make such payments due on or before the due date will entitle the Company at its option to treat the contract of sale as voided by the Customer and in such event the Company reserves all rights thereon which may be accrued to the Company prior to such termination.

(f) In the event of non-payment, late payment or other default by the Customer the Company shall be entitled to recover all legal costs thereby incurred together also with interest on the monies outstanding, calculated at 1/2% per calendar month or part month compounded monthly.

(g) Payment via major credit and debit cards: by means of a secure payment system (the SSL protocol): for security reasons, credit and debit cards will be charged on the day of order placement.

6 Inspection

(a)The Customer is under a duty to inspect the SOFTWARE on delivery or on collection as the case may be.

(b)In all cases where defects or shortages are complained of, the Company shall be under no liability in respect thereof unless an opportunity to inspect the SOFTWARE is afforded to the Company before any use is made thereof or any alteration or modification is made thereto by the Customer.

7 Warranty

(a)The Company warrants that it has title to and the unencumbered right to sell the SOFTWARE. Such warranty specifically includes the Company's ownership of the necessary patent rights and copyright sufficient to enable the Customer to use the SOFTWARE for the purpose stated. However nothing in this Contract or otherwise shall be deemed to grant to the Customer the right to manufacture or in any way reproduce the SOFTWARE or reproduce or use any intellectual property rights of the Company or its agents.

(b)No representation or warranty is given as to the suitability of the SOFTWARE for any particular purpose and the Customer shall satisfy himself in this respect and shall be totally responsible therefor.

(c)Unless otherwise notified by the Company all SOFTWARE supplied shall have a twelve month warranty commencing from the date of invoice. In circumstances where the Company notifies the Customer of an alternative warranty period, such alternative shall prevail over any other warranty period.

(d)In the case of any SOFTWARE not manufactured by the Company but supplied by them or incorporated within the Company's SOFTWARE the Company is unable to provide any warranty but will where possible assign to or pass on to the Customer the benefit of any such warranty that the Company shall itself have received from its own supplier.

8 Liability

(a)Nothing herein shall be deemed to exclude or restrict the Company's liability for death or personal injury resulting wholly from the negligence of the Company.

(b)The Company shall not be liable for any consequential or indirect loss suffered by the Customer whether this loss arises from a breach of duty in contract or tort or in any other way, including loss arising from the Company's negligence. Non-exhaustive illustrations of consequential or indirect loss would be :

(i) Loss of profits.

(ii)Loss of contracts.

(iii)Damage to property of the Customer or anybody else.

(iv)Personal injury to the Customer or anybody else (except so far as such injury is wholly attributable to the Company's negligence).

(c)The Customer hereby agrees to indemnify the Company against all claims made against the Company by any of the Customer's employees, Customers or any other person for which liability would have been excluded by this clause if the claim had been made against the Company by the Customer.

(d)The Company shall not be liable in any way for any damages direct or consequential as a result of use of the equipment for any purpose other than that agreed nor for any use not stated and agreed in the Company's specifications nor for any fault or defect arising from the Customer's failure to disclose rGEOSOFTVNvant and pertinent information to the Company. Where the purpose of the SOFTWARE is misrepresented or omitted the Company shall be under no obligation in any manner and responsibility and liability shall pass to the Customer.

(e)The Company shall not be liable in any way for any damage direct or consequential arising as a result of the failure by the Customer to comply with the terms of the operating manual supplied with the SOFTWARE or by reason of a failure by the Customer to comply with the specified requirements for maintenance and calibration of the SOFTWARE.

(f) The Customer acknowledges that the proper use of the SOFTWARE can only be made by appropriately trained operatives. Training in the use of the equipment provided by GEOSOFTVN is available on a chargeable basis. Accordingly, the Company shall not be liable in any way for any damage direct or consequential, arising as a result of the use of the SOFTWARE by inadequately experienced or inadequately trained operatives.

9 Drawings and Sketches

The Company reserves the right to charge for the preparation of drawings or sketches prepared either for the submission or any execution of orders. All such drawings remain the property of the Company.

10 Force Majeure

(a)The company shall not be liable for any failure to deliver the SOFTWARE arising from circumstances outside the Company's control.

(b)Non-exhaustive illustrations of such circumstances would be Acts of God, war, riot, explosion, abnormal weather conditions, fire, flood, strikes, lockouts, Government action or regulations, delay by suppliers, accidents, shortage of materials, labour or manufacturing facilities.

(c)Should the Company be prevented from delivering in the above circumstances it shall give the Customer written notice of this fact as soon as reasonably practicable after discovering it.

(d)If the circumstances preventing delivery are still continuing six months after the Customer receives the Company's notice then either party may give written notice to the other cancelling the contract.

(e) If the contract is cancelled in this way, the Company will refund any payment which the Customer has already made on account of the price (subject to deduction of any amount the Company is entitled to claim from the Customer) but the Company will not be liable to compensate the Customer for any further loss or damage caused by the failure to deliver.

11 Cancellation

(a) If the Customer shall fail to pay the contract price to the Company on the due date or, if an actual person, die or be the subject of an order under the Mental Health Act 1959, or if any distress or execution is levied upon the Customer's property or assets or if the Customer shall offer to make any scheme or arrangement with creditors or commit any act of bankruptcy or, being a Company, has a receiver appointed for any part of its undertaking or assets or if a resolution for winding up shall be passed, then the Company may treat all sums due or to become due on any delivery as immediately payable or suspend or cancel further deliveries or require payment in advance therefor or recover any SOFTWARE which are unsold wheresoever they are stored or treat the contract as repudiated by the Customer but without prejudice to any other rights of the Company.

(b) Cancellation of the order by the Customer for whatever reason shall entitle the Company to payment of all costs, expenses and losses of the Company arising therefrom. Such notification of cancellation by the Purchaser shall not be deemed to have been accepted by the Company in the absence of specific agreement by the Company in writing to that effect. In all cases the Company reserves to itself any rights that it may have in law.

12 Notices

Any notice to be given hereunder shall be in writing and shall be deemed to have been duly given if sent or delivered to the party concerned at its address specified overleaf or such other address as that party may from time to time notify in writing and shall be deemed to have been served, if sent by post, forty-eight hours after posting.

13 Assignment

Neither the Company nor the Customer shall assign or transfer or purport to assign or transfer the contract or the benefits thereof to any other person without the prior consent of each other.

14 Proper Law and Jurisdiction

The contract shall be governed by and construed in accordance with English Law and all disputes arising in connection with the contract shall be submitted to the jurisdiction of the English Courts.

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