
AVENTIDO STANDARD TERMS AND CONDITIONS FOR THE SALE OF GOODS

1. Application of Terms and Conditions

- 1.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any quotation or offer of the Seller which is accepted by the Buyer, or any Order of the Buyer which is accepted by the Seller and
- 1.2 These Terms and Conditions shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted by the Seller, or any such Order is made or purported to be made, by the Buyer.

2. Interpretation

- 2.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Business Day”	means any day other than a Saturday, Sunday or bank holiday;
“Buyer”	means the person who accepts a quotation or offer of the Seller for the sale of the Goods or whose Order for the Goods is accepted by the Seller;
“Contract”	means the contract between the Seller and the Buyer for the purchase and sale of the Goods which shall incorporate, and be subject to, these Terms and Conditions;
“Price”	means the price stated in the Seller’s regularly published pricelist payable for the Goods;
“Delivery Date”	means the date on which the Goods are to be delivered as stipulated in the Buyer’s Order and accepted by the Seller, as evidenced in the Contract;
“ESD”	means Electronic Software Delivery (ESD) where the Seller delivers a product key or multiple product keys electronically allowing users to download software products as opposed to receiving physical media;
“Goods”	means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with the Contract;
“Order”	means the Buyer’s order for the Goods made verbally or in writing;
“Seller”	means AVENTIDO Limited, a company registered in England under number #1091268 whose registered office is at Bridgewater House, Century Park, Caspian Road, Altrincham, Cheshire, United Kingdom, WA14 5HH and includes all employees and agents of AVENTIDO Limited; and
“Software Volume Licensing”	means the licensing or activation of software across multiple users.

- 2.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
 - 2.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 2.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 2.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions and any Schedules as amended or supplemented at the relevant time;
 - 2.2.4 a Schedule is a schedule to these Terms and Conditions; and
 - 2.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule.
 - 2.2.6 a “Party” or the “Parties” refer to the parties to these Terms and Conditions.
- 2.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 2.4 Words imparting the singular number shall include the plural and vice versa.
- 2.5 References to any gender shall include the other gender.

3. **Basis of Sale**

- 3.1 The Seller’s employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing. In entering into the Contract, the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.
- 3.2 No variation to the Contract, shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.
- 3.3 These Terms and Conditions apply to all purchase transactions. The Seller reserves the right to alter or amend these Terms and Condition and its sales policies without notice. Current Terms and Conditions of Sale are reflected on the Seller’s website.
- 3.4 Sales literature, price lists and other documents issued by the Seller in relation to the Goods are subject to alteration without notice and do not constitute offers to sell the Goods which are capable of acceptance. No contract for the sale of the Goods shall be binding on the Seller unless the Seller has issued a quotation which is expressed to be an offer to sell the Goods or has accepted an Order placed by the Buyer by whichever is the earlier of:
 - 3.4.1 the Seller’s written acceptance;
 - 3.4.2 delivery of the Goods; or
 - 3.4.3 the Seller’s invoice.
- 3.5 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

4. **Orders and Specifications**

- 4.1 The Order constitutes an offer by the Buyer to purchase the Goods in accordance with these Conditions. The Buyer is solely responsible for ensuring that the terms of the Order are complete and accurate.
- 4.2 No Order submitted by the Buyer shall be deemed to be accepted by the Seller unless

and until confirmed in writing by the Seller's authorised representative.

- 4.3 The specification for the Goods shall be that set out in the Seller's sales documentation unless varied expressly in the Buyer's Order (if such variation(s) is/are accepted by the Seller).
- 4.4 Illustrations, photographs or descriptions whether in catalogues, brochures, price lists or other documents issued by the Seller are intended as a guide only and shall not be binding on the Seller.
- 4.5 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Buyer's specification, which do not materially affect their quality or performance.
- 4.6 The Seller reserves the right to change any specification of the Goods and/or withdraw or modify any Goods without prior notice.
- 4.7 No Order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller on the terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of such cancellation.

5. **Price**

- 5.1 The Price of the Goods shall be the price listed in the Seller's published price list current at the date of acceptance of the Buyer's Order or such other price as may be agreed in writing by the Seller and the Buyer.
- 5.2 Where the Seller has quoted a price for the Goods other than in accordance with the Seller's published price list the price quoted shall be valid for 30 days only or such lesser time as the Seller may specify.
- 5.3 The Seller reserves the right, by giving written notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (including, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which are requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.
- 5.4 All Pricing is exclusive of any applicable value added tax, excise, sales taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods, which the Buyer shall be additionally liable to pay to the Seller.

6. **Payment**

- 6.1 Subject to any special terms agreed in writing between the Buyer and the Seller, the Seller shall invoice the Buyer for the Goods on or at any time after fulfilment or delivery of the Goods.
- 6.2 All invoice discrepancies must be disputed within 7 days of receipt of invoice.
- 6.3 All payments shall be made to the Seller as indicated on the invoice issued by the Seller.
- 6.4 The Buyer may apply to open a credit account with the Seller by completing the credit account application form from the Seller. The Seller will review the credit account application and notify the Buyer of its approval or refusal within 10 Business Days from receipt of application.
- 6.5 Upon successful approval of a credit account, the Buyer shall pay the Price of the Goods

within 30 days from the date on the Seller's invoice or otherwise in accordance with such credit terms as may have been agreed in writing between the Buyer and the Seller. The time for the payment shall be of the essence of the Contract.

- 6.6 The Seller is not obliged to accept Orders from any Buyer who has not been approved for a credit account. If at any time the Seller is not satisfied as to the creditworthiness of the Buyer, it may give notice in writing to the Buyer that no further credit will be allowed to the Buyer in which event no further goods will be delivered to the Buyer other than against pre-payment.
- 6.7 Credit accounts with overdue balances will be placed on credit hold. This means that no further Orders will be processed or fulfilled until the overdue balances are paid. Repeated failure to adhere to the Seller's credit and payment terms will result in permanent loss of the credit account.
- 6.8 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to
 - 6.8.1 cancel the Order or suspend any further deliveries to the Buyer;
 - 6.8.2 charge the Buyer interest on the amount unpaid, at the **rate of 4% per annum above HSBC Plc base rate**, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

7. Delivery

- 7.1 Delivery of the Goods shall be made by the Seller delivering the Goods electronically via ESD by Email or should the Order consist of Software Volume Licensing the delivery of the Goods will be made either by the Seller or direct from the Software developer electronically by Email.
- 7.2 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Terms and Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 7.3 The Buyer is under a duty to inspect the Goods on receipt.

8. Non-Delivery

- 8.1 If the Seller fails to deliver the Goods or any part thereof on the Delivery Date other than for reasons outside the Seller's reasonable control or the Buyer's or its carrier's fault:
 - 8.1.1 if the Seller delivers the Goods at any time thereafter the Seller shall have no liability in respect of such late delivery; or
 - 8.1.2 if the Buyer gives written notice to the Seller within 10 Business Days after the Delivery Date and the Seller fails to deliver the Goods within 10 Business Days after receiving such notice the Buyer may cancel the Order and the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer.

9. Risk and Retention of Title

- 9.1 Risk of loss of the Goods shall pass to the Buyer at receipt of delivery email.
- 9.2 Notwithstanding the passing of risk in the Goods, or any other provision of these Terms and Conditions, legal and beneficial title of the Goods shall not pass to the Buyer until the Seller has received cleared funds payment in full of the price of the Goods.
- 9.3 Until payment has been made to the Seller in accordance with these Terms and Conditions and the Contract and title in the Goods has passed to the Buyer, the Buyer shall be in possession of the Goods as bailee for the Seller and the Buyer shall store the

Goods separately and shall ensure that they are identifiable as being supplied by the Seller and shall insure the Goods against all reasonable risks.

- 9.4 The Seller reserves the right to repossess any Goods in which the Seller retains title without notice.
- 9.5 The Buyer's right to possession of the Goods in which the Seller maintains legal and beneficial title shall terminate if:
- 9.5.1 the Buyer commits or permits any material breach of his obligations under these Terms and Conditions;
 - 9.5.2 the Buyer enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986, the Insolvent Partnerships Order 1994 (as amended), or any other scheme or arrangement is made with his creditors;
 - 9.5.3 the Buyer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;
 - 9.5.4 the Buyer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Buyer, notice of intention to appoint an administrator is given by the Buyer or any of its directors or by a qualifying floating charge-holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer.

10. **Assignment**

- 10.1 The Seller may assign the Contract or any part of it to any person, firm or company without the prior consent of the Buyer.
- 10.2 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Seller.

11. **Returns**

- 11.1 No Goods may be returned to the Seller without the prior agreement in writing of the Seller.
- 11.2 Any requests for a return for Software Volume Licensing must be provided to the Seller within 30 calendar days from the date of receipt. All software volume licensing returns are first subject to acceptance of the return from software developer.
- 11.3 Seller will not take returns for ESD unless the product is deemed to be defective or in breach of warranties provided in the End User Warranty or otherwise required by law.
- 11.4 Subject as expressly provided in these Terms and Conditions, and except where the Goods are sold under a consumer sale, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

12. **Limitation of Liability**

- 12.1 Subject to the provisions of Clauses 7, 8 and 12 the following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
- 12.1.1 any breach of these Terms and Conditions or the Contract;

- 12.1.2 any use made (including but not limited to modifications) or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and
 - 12.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
 - 12.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
 - 12.3 Nothing in these Terms and Conditions excludes or limits the liability of the Seller:
 - 12.3.1 for death or personal injury caused by the Seller's negligence;
 - 12.3.2 for any matter which it would be illegal for the Seller to exclude or attempt to exclude its liability; or
 - 12.3.3 for fraud or fraudulent misrepresentation.
 - 12.4 Subject to sub-Clauses 12.2 and 12.3:
 - 12.4.1 the Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Price; and
 - 12.4.2 the Seller shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.
- 13. Confidentiality, Publications and Endorsements**
- 13.1 The Buyer will regard as confidential the contract and all information obtained by the Buyer relating to the business and/or products of the Seller and will not use or disclose to any third party such information without the Seller's prior written consent provided that this undertaking shall not apply to information which is in the public domain other than by reason of the Buyer's default.
 - 13.2 The Buyer will not use, authorise or permit any other person to use any name, trademark, house mark, emblem or symbol which the Seller is licensed to use or which is owned by the Seller upon any premises, headed paper, advertisement or other printed matter or in any other manner whatsoever unless such use shall have been previously authorised in writing by the Seller and (where appropriate) its licensor.
 - 13.3 The Buyer will use its reasonable endeavours to ensure compliance with this Clause 13 by its employees, servants and agents.
 - 13.4 The provisions of this Clause 13 shall survive the termination of the Contract.
- 14. Communications**
- 14.1 All notices under these Terms and Conditions and under the Contract shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.
 - 14.2 Notices shall be deemed to have been duly given:
 - 14.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or
 - 14.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

14.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

14.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

14.3 All notices under this Agreement shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

15. **Force Majeure**

Neither Party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, pandemic, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

16. **Waiver**

The Parties agree that no failure by either Party to enforce the performance of any provision in these Terms and Conditions or under the Contract shall constitute a waiver of the right to subsequently enforce that provision or any other provision. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

17. **Severance**

The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions or the Contract are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (and, by extension, the Contract). The remainder of these and the Contract shall be valid and enforceable.

18. **Third Party Rights**

A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

19. **Law and Jurisdiction**

19.1 These Terms and Conditions and the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

19.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or to the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.