

# Exordia Dealership - Terms & Conditions

## 1. ORDERS AND DELIVERIES

- 1.1 All orders placed for software supply should be accompanied by an order number or appropriate unique reference from the Dealer.
- 1.2 Delivery of goods from Exordia Software Ltd will be made to the main Dealership address unless specifically instructed otherwise at the time of order.

## 2. CREDIT TERMS AND PAYMENTS

- 2.1 Credit may be given to approved accounts. When granted, this will only apply after a minimum of three purchases which will be paid in full at time of order (credit card facilities are available).
- 2.2 Applications for credit terms must include Trade and Bank references.
- 2.3 Credit limits granted may be cancelled or amended at the sole discretion of Exordia Software Ltd.
- 2.4 A cheque for this dealership cost plus VAT must accompany this application.
- 2.5 All credit invoices must be paid within 30 days from the date of invoice. Failure to effect payment in accordance with this agreement will result in suspension of credit facilities and deliveries.

## 3. SOFTWARE

- 3.1 Title to all intellectual property rights remains with Exordia Software Ltd.
- 3.2 It should be noted by the Dealer that software is not sold but licensed for use.
- 3.3 Dealers must ensure that end-users register software in order to become licensed users and to qualify for the warranty provided with the product.
- 3.4 The Dealer shall not copy or amend the software nor own, loan, lease, hire or sell illegally copied software owned by Exordia Software Ltd.
- 3.5 The Dealer must register any Dealer software supplied to it.

## 4. TITLE OF GOODS

- 4.1 Title in all goods supplied remains vested with Exordia Software Ltd. and payment only entitles the user to use the products in accordance with the terms of the licence.

## 5. PRESENTATION AND PUBLICITY

- 5.1 A Dealer for Exordia Job Costing may represent his/her business as an "Approved Exordia Software Ltd. Reseller" and must not present itself as being anything other than an independent reseller with respect to the sale of products from Exordia Software Ltd.
- 5.2 A Dealer must only represent the Exordia Software Ltd product as having the capabilities, features and performance shown in Exordia Software Ltd. product documentation.
- 5.3 A Dealer must bring to the immediate attention of Exordia Software Ltd. any matters that could have a damaging effect on the sale of Exordia Software Ltd products.

## 6. CANCELLATION

- 6.1 The appointment of a Dealer may be cancelled by written notice and with immediate effect at the sole discretion of Exordia Software Ltd. It should be noted by the Dealer that such cancellation may arise from incidents including, but not limited to, any of the following:
  - i) If the Dealer shall contravene any of the terms of this agreement and particularly, without prejudice to the generality of this agreement, if the Dealer shall fail to make payments when due.
  - ii) If the Dealer becomes bankrupt, insolvent, goes into liquidation or compounds with its creditors.
  - iii) If the Dealer makes any changes, modifications or alterations to the package or the software, or in any way defaces any Exordia Software Ltd product prior to resale.

## 7. RELEVANT LAW

- 7.1 This agreement shall be governed by the laws of Scotland.

In accepting appointment as a Dealer for this Exordia Software Ltd Job Costing, the Dealer herewith confirms it is a reseller operating independently from Exordia Software Ltd. The Dealer has no authority to bind Exordia Software Ltd, or incur any liability or make any commitment on behalf of Exordia Software Ltd..

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