



TERMS & CONDITIONS

Software Licence and Catalogues Agreement

This software licence agreement, including any warranty and special provisions, is a legal agreement between the purchaser (either an individual or an entity) and the company Compusoft, as manufacturer / distributor of this software. By opening the sealed software packet and / or using the software, you are agreeing to be bound by the terms of the agreement. If you do not agree to the terms, promptly return the unopened software packet and the accompanying items to Compusoft.

Grant of Licence

This licence agreement permits you to use one copy of Winner software and /or the catalogue software (electronically data made out of printed catalogues of kitchen / furniture / appliance manufacturers), included in this package on a single computer when it is loaded in the temporary memory (i.e. RAM) or installed into permanent memory (i.e. hard disk, CD-ROM, or other storage device) of that computer. For installation in a network, in which different users have simultaneous access to the software and may use it (multi-user systems) a separate licence agreement is required.

You may receive the software on CD-ROM or installed on the hard disk drive or ROM of your computer, or in multiple forms of media. Regardless of the number or types of media you receive, you may use only the media appropriate to your single computer. You may not use the other media or another computer or loan, rent, lease or transfer them to other users.

You may not rent or lease the software, but you may transfer the software and any other accompanying user documentation, updates, catalogues on a permanent basis provided you retain no copies and the recipient agrees to the terms and obligations of this agreement. If the software is an update or has been updated, any transfer must include the most recent update and all prior versions. You may not reverse engineer, decompile or disassemble the software. Any violation of the aforementioned paragraphs will be pursued by law and will entitle Compusoft to claim a contractual penalty of at least 50% of the buying price of the software. Compusoft GB Ltd reserves the right to put higher claims, depending on the damage that has been created by the purchaser's violation of this licence agreement.

Express Limited Warranty

Compusoft GB Ltd warrants, that the software will perform substantially in accordance with the product manual / help-section and that the software will be free from defects in materials and in workmanship under normal use and service. The purchaser is held responsible to install and test the software within 14 days after receipt of the software. The purchaser is obliged to give written notice of obvious defects in the software to Compusoft GB Ltd within 14 days after detection of the defect. In case the purchaser does not fulfil this obligation, he will lose any claims on warranty.

Exclusion of Liability/Damages

You acknowledge that no promise, representation or undertaking has been made by Compusoft GB Ltd to any person or company on its behalf in relation to the profitability of, or any other consequence of benefits to be obtained from the delivery and use of the software and any accompanying manuals or written materials. You have relied on your own skill and judgement in deciding to acquire the software and any accompanying manuals and written manuals for use by you. Except as and to the extent provided in this agreement, Compusoft GB Ltd will in no circumstances be liable for any other damages whatsoever (including, without limitation, damages for loss of business, business interruption, loss of business information or any other indirect or consequential loss) arising out of the use or inability to use or supply or non-supply of the software and any other accompanying written materials.

Delivery/Terms of Payment

All deliveries of the aforementioned software and accompanying materials will be done under the reserved title of Compusoft GB Ltd up to the moment of complete payment of all debt claims of Compusoft GB Ltd against the purchaser of the software. Default of payment will entitle the vendor to demand the return of the software and the corresponding hardware lock as well as any other accompanying materials and documentation from the purchaser.



Software Service Agreement

This software service agreement permits you to make use of the help-desk services provided by Compusoft GB Ltd via telephone, fax or any other written means of communication. Moreover the software service contract will entitle you to participate in the automatic releases of new software as and when it is released.

Vendor's obligations

Compusoft obliges itself to give support or advice for questions or problems of the customer in connection with the use of the software 'Winner' and the corresponding catalogue data within 48 hours after the oral or written demand of the customer.

Updates

As indicated above, Compusoft GB Ltd grants the participation in all technical developments and improvements of the software to any subscriber of this software service contract to the extent that the client may obtain any tested and approved software release without additional payment. Compusoft GB Ltd reserves the right to decide on which media these software releases will be distributed. Necessary changes in system set-up parameters etc. which may be connected to the release changes will be done by the client himself in accordance with the written documentation that will be provided by Compusoft GB Ltd.

Defects in Software

Defects in software have to be reported to Compusoft GB Ltd within 14 days of detection of the software defect. In order to make use of the following rights, the client is obliged to give written notice of the defects in the software to Compusoft GB Ltd.

In case of obvious software defects, the client is entitled to ask Compusoft GB Ltd to take remedial measures to abolish the defects. The terms in which Compusoft GB Ltd has to provide these remedial measures is dependent on the impact/importance of the software defect. The minimum term will in any case be 4 (four) weeks.

In case Compusoft GB Ltd will not be able to deliver remedial measures within the given period, the client will receive a previous release of the software, which was free of eventual defects. After Compusoft GB Ltd has provided remedial measures for the software defects, the client is free to participate in the regular software release again.

Service Hours

Compusoft GB Ltd provides personal support on the telephone from Monday to Friday between 08.30 and 17.00. Any alterations to these times will be notified to you. Requests and problems may be reported by fax or e-mail at any time. Please note: The offices are closed during the Bank Holidays

Payment Terms

The software service fees will be charged annually in advance in January each year. In case that the first year of the service contract is an incomplete calendar year, the service fees will be charged pro-rata for the remaining months of the year. Failure to make payments of invoices on the due dates will, after appropriate reminders, result in the licence being withdrawn. Where it is necessary to refer any outstanding amounts during or at the end of the contract term to a Debt Recovery Agency the amount owing will be subject to a surcharge of 15% plus VAT to cover the collection charges and legal fees incurred will be the responsibility of the customer and will be legally enforceable

Duration of the Software Service Contract

After the minimum period of the software service contract either of the parties may cancel the service contract. Any such cancellation must be given in writing with 3 months notice and can only take effect at the end of the calendar year.

Cash-Sale option: An initial invoice will be raised for the cost of the software and the annual licence and maintenance fees, the annual fees will be pro-rata if the sale is after 31 January of the current year (unless otherwise agreed). An invoice for the further annual fees will be raised during January of the following years unless advised by you that you wish to cancel the agreement.

Rental option only: After the minimum period of the rental agreement either of the parties may cancel the rental agreement. Any such cancellation must be given in writing with three months notice prior to the end of the rental agreement. Without the required notice to cancel, the rental agreement will automatically be renewed for a minimum term of 18 months and the monthly rental amount will be increased by the compounded rate of inflation.

Any disputes arising from these agreements shall be governed by and interpreted in accordance with English law, and subject to jurisdiction of the English courts.