



Standard Terms and  
Conditions of Purchase

# TERMS AND CONDITIONS OF PURCHASE

DALMATIAN SYSTEMS LIMITED

STANDARD TERMS AND CONDITIONS OF PURCHASE

## 1. Interpretation

1.1 In these terms and conditions:

Business Day	means a day other than a Saturday, Sunday or a public holiday in the United Kingdom when banks in London are open for business;
Contract	means any contract with Dalmatian Systems LTD for the supply of goods and/or services;
Customer	means the person, corporate or un-incorporated body who purchases the goods or Services
Order	means the Customer's order for the Services to which these Conditions apply
Price	means the total price of goods and/or services provided.
Purchase Order Number	means the Customer's unique number relating to the order for goods and/or services to be supplied by Dalmatian Systems;
Services	mean the services as described in the Order which are documented on the invoice provided by Dalmatian Systems LTD.
VAT	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;

## 2. Contract

2.1 Each Contract by a member of Dalmatian Systems LTD for goods or services shall incorporate these terms and conditions of purchase.

2.2 Where acceptance has not been given, the order of goods or services will constitute as acceptance.

2.3 These terms and conditions of payment will not be superseded by the customers terms and conditions.

2.4 The customer agrees to comply with all Dalmatian Systems LTD policies and procedures.

2.5 Contacts can be made in writing, "in writing" includes but is not limited to; fax, email, hard copy.

2.6 Dalmatian Systems LTD may update prices and terms and conditions of payment from time to time, reasonable notice will be given.

## 3. Payment and Price

3.1 The Price for goods and services shall be the price. Any variation in price must be agreed in writing by both parties.

3.2 The supply for goods or services provided are as described on the Invoice.

3.3 VAT is applicable and payable to the Price of all goods and services.

3.4 Payment will only be accepted by bank transfer or cheque, it is the responsibility of the Customer to ensure they are able to provide payment via an accepted form of payment.

3.5 All payments must reference the Purchase Order Number provided on the invoice.

3.6 Payment must be made within 30 days of Invoice, where the 30<sup>th</sup> day occurs on a public holiday or weekend then payment will be due the next Business Day.

#### 4. Charges and Recovery of Sums Due

4.1 If an invoice has not be within 30 days of the issued date on the invoice Dalmatian Systems LTD may suspend or cease supply of goods or services.

4.2 Where invoices have not been paid within 30 days the Customer will be liable for a late payment charge of 5% per 30 days that the balance is outstanding, the Customer will also pay any applicable VAT to this charge.

4.3 If there is a problem with the goods or services provided, in some cases, you may request a refund once payments have been made in full. Please see Dalmatian Systems LTD refund policy for details.

4.4 If we delay enforcing this contract we do not waiver our rights to enforce these terms and conditions.

#### 5. Confidentiality and Intellectual Property

5.1 The Customer shall keep any and all information obtained confidential and shall not at any time disclose information to a third party without Dalmatian Systems LTD written consent.

#### 6. Termination

6.1 The Customer may terminate a contract at any time by giving 30 days notice in writing.

6.2 Dalmatian Systems LTD may terminate a contract at any time by giving 30 days notice in writing.

6.3 Dalmatian Systems LTD may terminate a contract without notice where; there is a breach of contract, there is a breach of terms and conditions, force majeure or cease of business.