

THINSCALE TECHNOLOGY LIMITED
GENERAL TERMS OF BUSINESS (the “Terms”)

1. Scope

- 1.1 Software and services supplied by ThinScale Technology Limited (“ThinScale”) are supplied based on these terms and conditions and the relevant contract between ThinScale and any End User, Reseller or Customer as appropriate.
- 1.2 ThinScale shall not be liable for any software or services supplied by any third party.

2. Precedence of Documents

Where any inconsistency occurs between the Terms or a quotation from ThinScale for software or services, documents shall be interpreted in the following order of priority:

- 2.1 A quotation and any express special conditions; and then
- 2.2 ThinScale’s EULA; and then
- 2.3 ThinScale’s Standard Support and Updates Agreement; and then
- 2.4 These Terms.

3. Quotations and Purchase Orders

- 3.1 Unless otherwise specified, all quotations provided by ThinScale are valid for 14 days from the date of the quotation and are exclusive of all taxes, handling, delivery, installation, training fees, agents’ fees and any other fees, charges, duties. Quotations are considered confidential, are intended for the person named in the quotation only and must not be disclosed to any other person without ThinScale’s prior written consent.
- 3.2 Any quotation given by ThinScale is merely an invitation for provision of software or services to the customer’s specification and shall not give rise to any contract between the parties. ThinScale reserves the right to vary or withdraw a quotation at any time prior to entering into any contract.
- 3.3 Any prospective customer must notify ThinScale of its acceptance of the quotation within fourteen (14) days of the issue date of the quotation by way of a signed purchase order except where an expiry date is specifically noted on the quotation, in which event the expiry date on the quotation takes precedence.
- 3.4 On receipt of the purchase order, physically by post, fax or email, neither ThinScale nor the customer may alter or modify the purchase order without the written consent of the both parties.
- 3.5 The customer may only cancel a purchase order if ThinScale is advised in writing and the notice is received prior to the issue of a licence key by ThinScale;
- 3.6 Unless otherwise stated, all prices (including prices set out in quotations) are VAT/GST exclusive. ThinScale may recover from the customer VAT/GST and any duties or taxes which may be imposed on or in relation to any supply of software and/or support services by ThinScale to the customer.

4. Use of the Software

- 4.1 The terms and basis upon which a customer may utilise any software products created by ThinScale are set out in the End-User License Agreement (the “EULA”) with ThinScale.

5. Support and Update Services

- 5.1 All Support and Update services will be performed in accordance ThinScale’s Standard Support and Updates Agreement (the “SSUA”).

5.2 All Support and Update services work to be provided, may be carried out by ThinScale or by an appropriate contractor employed by ThinScale.

5.3 All support queries under the SSUA should be sent to support@ThinScale.com

6. Returns

6.1 ThinScale will not accept any returns for either the software product provided to a customer or for any unutilised support and upgrade services.

7. Payment & Refunds

7.1 Subject to clause 7.4 below, payment terms for customer accounts is strictly 15 days from receipt of the ThinScale invoice.

7.2 All ThinScale invoices must be paid in full by the customer without set-off. All disputed amounts must be lodged in writing before due date.

7.3 If a customer payment of an invoice is more than 7 days overdue, ThinScale may stop credit on the customer's account and the provisions of the European Communities (Late Payments in Commercial Transactions) Regulations 2012 shall apply.

7.4 ThinScale may agree in writing to alternative payment terms with some customers subject to such further terms and conditions as ThinScale may at its discretion require.

7.5 If a genuine dispute arises regarding any service provided, payment of the amount disputed for that service may be suspended pending resolution of the dispute, payment of all other amounts must be made in accordance with clause 7.2

8. No Warranty

8.1 The software products or services supplied pursuant to these Terms are provided on an "as is" basis and ThinScale shall not provide any warranties in this regard.

9. General

9.1 The customer agrees to indemnify ThinScale against all and any loss and damage that may be incurred as a result of any breach by the customer of these Terms.

9.2 To the extent allowable by law, ThinScale will not be liable to the customer if the performance of its obligations is prevented or hindered due to any circumstances outside of its reasonable control.

9.3 If any provision of these Terms is or becomes invalid or unenforceable to any extent, the remainder of these Terms shall not be affected and shall remain enforceable to the greatest extent permitted by law.

9.6 These Terms are governed by the laws of Ireland and the Irish Courts shall have exclusive jurisdiction to deal with any matter arising out of, under or in connection with these Terms.

Queries and questions in relation to these Terms of Business should be directed to sales@thinscale.com