



Ardenta's Standard Terms and Conditions

The term 'The Company' shall mean ArdentA Limited. The term 'The Client' shall mean any individual, partnership or company to whom the Company shall supply goods and/or services.

Any products and/or services supplied by the Company are subject to the following Terms and Conditions, which shall form part of the Contract unless the Company and the Client expressly agree otherwise, in writing. The Contract shall define the specific terms under which the Company shall supply products and/or services for the Client.

1. Any quotation given by the Company for services remains open for acceptance by the Client for a period of 30 days from the date of issue or until its earlier revocation. After such time the Company reserves the right to review the original quotation.
2. Pricing for hardware and software products supplied through a third party is subject to change at any time. Clients will be advised of a change if a quotation has already been issued.
3. The Company will invoice the Client based on the services and/or product costs specified in the Contract. Rates will last for the duration specified in the Contract.
4. The Company will issue invoices monthly in respect of products and/or services provided during the previous month, except where an alternative payment schedule is explicitly provided for. All quotations and fees are exclusive of V.A.T. & delivery (if applicable).
5. The fees payable from the Client must be paid in full without any deduction. Payments are payable to ArdentA Limited and are payable within 30 days of the invoice date, except where otherwise agreed.
6. The Company shall be entitled to interest on any overdue amounts payable by the Client at the rate of **2%** above HSBC bank rate based on the base rate. Interest will be calculated and payable from the original due date.
7. In order to cancel a Contract that has not commenced the Company must receive a written request not less than 30 days prior to the Contract commencement date.
8. Either party can terminate a Contract that has commenced, provided that the specified written request complies with the termination clause(s) specified within the Contract.
9. The Contract may be terminated, in writing, and with immediate effect, by either party in the event of breach of conditions specified in the Contract or these Terms and Conditions.
10. The Contract may be terminated by the Company if:

Ardenta Limited
Sunbury International Business Centre
Brooklands Close
Sunbury on Thames TW16 7DX

Tel: 01932 721027 Fax: 01932 721270
Email: info@ardenta.com
Web: www.ardenta.com

Registered in England No: 1181041



ISO 9001:2000 registered company



- The Client suffers bankruptcy or is to go into liquidation (other than voluntary liquidation for the purposes of reconstruction or amalgamation) or suffer the appointment on behalf of a creditor of a receiver.
 - The Client is involved in a merger or is taken over.
 - The Company is unable to commence, continue or perform its obligations hereunder by reason of force majeure, Act of God, flood, aircraft damage, earthquake, malicious damage, storm and flood, burst pipes, theft, impact, accidental damage, explosion, electrical failure, strikes, lock-outs, riots, civil commotion or state of national emergency, British Government action or any cause whatsoever (whether or not of a similar nature to the foregoing) which is not within its control.
11. Any tools, equipment or machinery used by the Company for the production of any products supplied or to be supplied to the Client shall remain the property of the Company and in its possession.
 12. Ownership to any products supplied by the Company to the Client shall remain with the Company until the Client has made payment in full for those products notwithstanding the delivery of the products to the Client.
 13. The Client must notify the Company in writing of any defective products, such notice to reach the Company not later than 30 days after the delivery of the products to the Client. The Company shall not be in any way liable for defective goods where notification of the defect is not received within this period.
 14. The Client may not pass on any documentation or information supplied by the Company without written consent.
 15. The Client shall not at any time during or after the duration of the Contract divulge to any person any confidential information relating to the Company business.
 16. The Client agrees that the copyright in any work prepared by the Company is the property of the Company.
 17. Neither party shall solicit or endeavour to entice away from the other its employees.
 18. Related expenses associated with any travel required will be invoiced to the Client.
 19. This Agreement shall be subject to and construed in accordance with the Laws of England and Wales, and are subject to exclusive jurisdiction of the Courts of England and Wales.



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