



## Virnik Evolution Limited Terms and Conditions (1st September 2010)

### Definitions

The "CUSTOMER" means the Person, Persons or Company who buys or agrees to buy Goods or Services from Virnik Evolution Limited

"VIRNIK" means Virnik Evolution Limited.

"CONDITIONS" means the Conditions of Sale set out in this document and any special conditions agreed in writing by the VIRNIK.

"SOFTWARE" means

"CODE FRAGMENTS" means less than three percent of a given source code except where the source code is already in the public domain where the complete code may be considered re-usable.

"DEVELOPEMENT SERVICE" means where the Customer and Virnik have agreed the development should be provided as a service and not a product.

### Conditions

These "Terms and Conditions" do not affect your statutory rights as a consumer.

All contracts of sale made by the VIRNIK shall be deemed to incorporate these terms and conditions unless otherwise agreed in writing.

Acceptance of delivery of Goods or Services shall be deemed conclusive evidence of the CUSTOMER's acceptance of these CONDITIONS.

### Ownership

No property and title to goods shall pass from VIRNIK to the CUSTOMER unless and until the CUSTOMER has made full and complete payment to the VIRNIK of all sums due from the CUSTOMER in respect of the goods.

All software products except where provided as a development service are licensed (not sold) in accordance with the terms expressed in the documentation included with the Goods.

Where Computer Services are provided by VIRNIK reserves the right to keep the source code and retain copyright of any SOFTWARE produced until payment is received.

### Source Code and Images

VIRNIK respects the trademarks and copyright of other companies and individuals, if there is any concern about the use of these please contact VIRNIK through the website.

All source code and images created by VIRNIK remain copyright of VIRNIK.

VIRNIK reserves the rights to re-use CODE FRAGMENTS, Methods and Images created by VIRNIK in products created for other customers.

### Payment Terms.

Unless otherwise expressly stated credit account invoices are due and payable in sterling 30 days from the date of the invoice. Statements of account may not be issued. Interest will be chargeable on overdue payments as well after as before judgement on a day to day basis at an annual rate of 2 per cent above the base rate of the National Westminster Bank from time to time applicable, until the sum due is paid.

### Force Majeure

In the event that the VIRNIK is prevented from carrying out its obligations under a contract for sale as a result of any cause beyond its control such as but not limited to Acts of God, War, Strikes, Lock-outs, Flood and Failure of third parties to deliver goods, the VIRNIK shall be relieved of its obligations and liabilities under such contract for sale for as long as such fulfilment is prevented.

### No Waiver

The VIRNIK's failure to insist upon strict performance of any provision of these CONDITIONS shall not be deemed to be a waiver of its rights or remedies in respect of any present or future default of the CUSTOMER in performance or compliance with any of these CONDITIONS.

### Liability

Except as may be implied by law where the CUSTOMER is dealing as a consumer, in the event of any breach of these CONDITIONS by the VIRNIK the remedies of the CUSTOMER shall be limited to damages which shall in no circumstances exceed the price of the Goods or Service and the VIRNIK shall under no circumstances be liable for any indirect, incidental or consequential damage.

### Complaints

If you have a complaint about our service or any goods or services you purchase from Virnik Evolution Limited then please contact us immediately. All complaints will be dealt with in a fair and confidential manner.

### Miscellaneous

Any contracts shall in all respects be construed and operate as an English contract and in conformity with English law.

If any part of these terms and conditions that is not fundamental is found to be illegal or unenforceable, such finding will not affect the validity or enforceability of the remainder of these terms and conditions.