Terms and Conditions

CONDITIONS OF SALE

1. Parties.

In these conditions the expression "Oasis Software Solutions Ltd' shall mean Oasis Software Solutions Ltd and the expression "buyer" shall mean the buyer of the goods or services ordered from Oasis Software Solutions Ltd.

2. Application of Conditions.

Any variation of these conditions in any document of the buyer is inapplicable unless accepted in writing by Oasis Software Solutions Ltd.

3. Estimated Delivery Date.

Any time or date for delivery named by Oasis Software Solutions Ltd, is an estimate only and Oasis Software Solutions Ltd shall not be liable for the consequences of any delay nor in the event of delay in delivery for any reason whatsoever shall the buyer be entitled to cancel the order.

4, Payment.

The buyer will be invoiced for the procurement of materials upon receipt of order. This will ensure that the material costs quoted can be honoured. The buyer shall pay for any goods or services delivered within 30 days after the date of Oasis Software Solutions Ltd.'s invoice for the same unless otherwise agreed in writing between Oasis Software Solutions Ltd and the buyer and Oasis Software Solutions Ltd shall be entitled to charge interest, at its discretion at the rate 2% per annum above bank rate from time to time on any sum outstanding on any such invoice after the expiration of the said 30 days.

5. Ownership.

Oasis Software Solutions Ltd and the buyer expressly agree that until Oasis Software Solutions Ltd has been paid in full for the goods comprised in this or any other sale contract between them: -

(a). The goods comprised in the contract remain the property of Oasis Software Solutions Ltd. (although, the risk therein passes to the buyer at the point when delivery begins)

(b). Oasis Software Solutions Ltd may recover those goods at any time from the buyer, if in his possession, if the amount outstanding from the buyer to Oasis Software Solutions Ltd in respect of goods supplied shall remain unpaid after the due date for payment has passed and for the purpose Oasis Software Solutions Ltd, its servants and agents may enter upon any land or building upon which the goods are situated.

6. Specifications

Where specifications are to be supplied, the buyer shall supply such specifications in reasonable time to enable Oasis Software Solutions Ltd to complete delivery within the estimated period.

7. Condition and Warranties.

No condition is made or to be implied nor is any warranty given or to be implied as to the life or wear of the goods supplied or that they will he suitable for any particular purpose or for use under any specific conditions, not withstanding that such purpose or conditions may be known or made known to Oasis Software Solutions Ltd.

8. Defective Goods.

Goods represented by the buyer to be defective shall not form the subject of any claim for work done by the buyer or for any loss, damage or expense whatsoever arising directly or indirectly from such defects, but such goods, if returned to Oasis Software Solutions Ltd and accepted by Oasis Software Solutions Ltd as defective, will at the request of the buyer and if practicable be replaced as originally ordered. Defects in quality or dimensions in any delivery shall not be a ground for cancellation of the remainder of the order or contact.

9. Claims for Damage, Shortage or Loss.

No claim for damage in transit, shortage of delivery or loss of goods will be entertained unless, in the case of damage in transit or shortage of delivery, a separate notice in writing is given to the carrier concerned and to Oasis Software Solutions Ltd within three days of the receipt of goods followed by a complete claim in writing within ten days of receipt of goods and in the case of loss of goods, notice in writing is given to the carrier concerned and to Oasis Software Solutions Ltd and a complete claim in writing made within seven days of the date of consignment. Where goods are accepted from the carrier concerned without being checked, the delivery book of the carrier concerned must be signed, "not examined".

10. Notice of Termination Partial Delivery

In the event of an outbreak of hostilities (whether war is declared or not) in which the United Kingdom is involved, or in the event of national emergency, or if Oasis Software Solutions Ltd works should become either directly or indirectly so engaged on government orders or orders under priority directions as to prevent or delay work on other orders, Oasis Software Solutions Ltd shall be entitled at any time on notice to the buyer to make partial deliveries only or to terminate the contract without prejudice in any case to rights accrued in respect of deliveries already made.

11. Termination of Contract

If the buyer shall make default in or commit a breach of the contact or of any other of his obligations to Oasis Software Solutions Ltd. or if any distress or execution shall be levied upon the buyers property or assets, or if the buyer shall make or offer to make any arrangements or composition with creditors, or commit any act of bankruptcy, or if any petition or receiving order in bankruptcy shall be presented or made against him, or if the buyer is a limited company and any resolution or petition to wind up such company's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented, or if a receiver of such company's undertaking, property or assets or any part thereof shall be appointed. Oasis Software Solutions Ltd shall have the right forthwith to terminate any contract then subsisting and upon written notice of such termination being posted to the buyer's last known address any subsisting contracts shall be deemed to have been terminated without prejudice to any claim or right Oasis Software Solutions Ltd may otherwise make or exercise.

12. Indemnity.

The buyer shall indemnify Oasis Software Solutions Ltd against all damages, penalties, costs and expenses to which Oasis Software Solutions Ltd may become liable as a result of work done in accordance with the buyer's specification which involves the infringement of any letters patent or registered design.

13. Arbitration.

My dispute under the contract shall be referred to an arbitrator or arbitrators to be appointed by both parties, or in default of agreement, by the President of the Law Society for the time being, and his or their decision shall be binding on both parties, and this shall be a submission to arbitration within the Arbitration Act 1950, or any statutory modification thereof for the time being in force.

14. Price Variation.

Any price quoted by Oasis Software Solutions Ltd or comprised in the order or contract is provision only and is subject to the following conditions:

(1). The following conditions shall apply to all orders and contracts:

(a). In the case of orders or contract or any part thereof accepted for delivery within six months of the date of acceptance of the order or contract, the price shall not be varied for any reason except where Oasis Software Solutions Ltd is unable to obtain any goods comprised in the order or contract at a firm figure on the date on which the price comprised in the order or contract is named in which event the price will be varied according to the figure at which Oasis Software Solutions Ltd is able to purchase such goods.

(b). The price will be varied in consequence of the imposition of any tax, levy or other fiscal obligation of a like nature (other than a tax on Oasis Software Solutions Ltd.'s profits or a payment in the nature of a refundable deposit).

(2). An additional charge will be made on all despatches to cover the cost of packing, packing materials, insurance and shipment of the goods to their specified destination. This additional charge will be at the rate ruling on the date of despatch.

15. Acceptance of Quotation.

No binding contract shall he deemed to have been effected by the acceptance by the buyer of any quotation made by Oasis Software Solutions Ltd until the order constituted by such acceptance has been confirmed by Oasis Software Solutions in writing.

16. Law Application

These conditions and the contract shall be subject to and construed in accordance with English Law.

17. Return of Goods

No goods will be accepted for return unless prior authority is obtained from Oasis Software Solutions Ltd in writing. All goods accepted by Oasis Software Solutions Ltd for return shall be subject to a handling charge, which shall be levied at the discretion of Oasis Software Solutions Ltd at a per-centum rate of the invoice -value of the goods concerned. Where goods are specially manufactured or specially purchased by Oasis Software Solutions Ltd to the buyer's specification, Oasis Software Solutions Ltd reserves the right to deny the buyer authority to return such goods.