

TERMS OF TRADING FOR CUSTOMERS ('CUSTOMERS') OF PHOENIX SOFTWARE LTD ('PHOENIX')

This agreement supersedes all previous documents or agreements relating to the subject matter of this agreement.

1.
 - a. Payment of all invoices shall be made within **30 days** of the date of invoice unless otherwise agreed in writing. Phoenix reserves the right to charge interest on overdue accounts at the rate of 2% per annum above Barclays Bank PLC base rate from time to time subsisting; such interest to be accrued on a daily basis.
 - b. If the customer defaults on payment following the issue and expiry of a 7 day final warning letter, Phoenix reserves the right to place the matter in the hands of Euler Collections and shall be entitled to a full reimbursement of any fees or disbursements paid out to aid recovery of monies outstanding.
2. Returns may only be made subject to the following conditions:
 - a. The Customer shall obtain a Returns Authorisation Number from Phoenix prior to hardware or software being returned.
 - b. The Customer shall notify Phoenix of any hardware or software which it wishes to be returned within five days of receipt of that hardware or software. Any pricing, quantity or product discrepancies should be brought to the attention of Phoenix within 5 days of date of invoice.
 - c. Phoenix may refuse to issue a Returns Authorisation Number at its sole discretion if the requirements of 2b have not been met.
 - d. Goods returned must be in the original packaging and in a clean resaleable condition. Goods returned otherwise will, at our discretion, either be refused or a further additional re-stocking/re-packaging fee charged to cover the additional costs involved.
 - e. Credit or refund shall only be given if the hardware or software is received by Phoenix in a saleable condition.
3.
 - a. All third party software licences granted by Phoenix are subject to the manufacturers' terms of usage (End User License Agreements). These terms of licence cannot be varied without written agreement between the Customer and the manufacturer. Phoenix shall assign to the Customer, so far as Phoenix is reasonably able, the benefit of all warranties and conditions relating to quality, state, suitability, fitness for purpose and quiet possession contained in its contract with the manufacturer
 - b. All hardware provided by Phoenix is subject to the manufacturers' warranties. These warranties cannot be varied without written agreement between the Customer and the manufacturer. Phoenix shall assign to the Customer so far as Phoenix is reasonably able, the benefit of all warranties and conditions relating to quality, state, suitability, fitness for purpose and quiet possession contained in its contract with the manufacturer.
4. The warranties which are assigned under clause 3 (if any), are the only warranties given under this agreement. Any other warranties, conditions, obligations or implied terms which are implied into this agreement by statute, custom or at law (including, without limit, any warranties of fitness for purpose or relating to satisfactory quality) are excluded to the fullest extent permitted in law.
5. Phoenix shall place the order with the manufacturer or distributor provided that EITHER:
 - a. The order is supported by the deposit of cleared funds for the full price in Phoenix's bank account OR
 - b. The order is within the agreed credit limit and invoices are being paid promptly within 30 days of the date of issue or such other period as shall have been agreed previously in writing.
6. The goods shall remain the property of Phoenix until the purchase price for the goods has been paid in full.
7.
 - a. Subject always to clause 7(b), Phoenix shall in no circumstances be liable to the Customer for any pure economic loss, loss of profit, loss of business/revenue, loss of goodwill or loss of or corruption to data (including whether any of the foregoing are direct or indirect losses) or for any special, indirect or consequential loss. Phoenix's total liability to the Customer arising out of or in connection with this agreement shall in no event exceed the total charges paid by Customer to Phoenix under this agreement.
 - b. Nothing in this agreement shall affect the liability of Phoenix to the Customer for death or personal injury caused by Phoenix's negligence (or that of its employees, agents or subcontractors), for fraud or fraudulent misrepresentation or for any other liability to the extent it may not be excluded or limited by law.
8. Personal Information is collected and processed by Phoenix as a data controller for the purposes of entering into and performing this agreement with the Customer. Phoenix will collect and process personal information in accordance with its privacy policy which is available at www.phoenixs.co.uk/privacy-policy. The parties acknowledge and agree that any processing of personal information by Phoenix under this agreement shall be limited in nature and extend only to use by Phoenix of the name and contact details (postal address, e-mail address and telephone number) of the business contact(s) at the Customer to permit Phoenix to fulfil Customer's order for hardware, software and services.

I, being an authorised officer of this business agree to your terms of trading.