

---

## BUSINESS TERMS AND CONDITIONS – FOR ALPHA TANGO

### 1. GENERAL

#### 1.1 In these conditions:

“**Alpha Tango**” means Alpha Tango, a trading name of ATNET Ltd, a company incorporated under the Companies Acts (registered number 03599745) and having its registered office at 44 Toll Court, Lundin Links, Fife, KY8 6HH (“Alpha Tango”);

“**Contract**” means these Conditions together with the estimate in writing for design products/services provided by Alpha Tango and accepted by the Purchaser;

“**Force Majeure**” means any circumstances beyond a party’s reasonable control including, without limitation, an act of God, strikes or other form of industrial action, war and terrorism;

“**Intellectual Property Rights**” means trade marks (whether registered or unregistered) patents, registered designs, unregistered designs, copyrights, database rights, design rights, technical/confidential information, know how or inventions and similar rights or proprietary rights of a similar nature in the United Kingdom and abroad including applications for any of the foregoing;

“**Purchaser**” means the person/company/firm/business entering into a Contract with Alpha Tango for the supply of Products and/or Services;

“**Products**” means products of whatever description provided by Alpha Tango to the Purchaser;

“**Services**” means services of whatever description provided by Alpha Tango to the Purchaser whether as part of the provision of Products or otherwise;

“**Delivery Date**” means the estimated date on which the Products are due to be delivered by Alpha Tango to the Purchaser under the Contract;

“**Price**” means the price of the Products and/or the Services sold or supplied by Alpha Tango to the Purchaser under the Contract;

“**Third Party Materials**” means materials sourced from a third party by Alpha Tango on behalf of the Purchaser for incorporation in the Products.

1.2 The singular number includes the plural and *vice versa*. References to persons include references to companies or any other forms of legal entity. Headings are for convenience only.

1.3 These Conditions contain the only terms under which Alpha Tango contracts. They replace any conditions of a Purchaser and may only be varied or added to with the express approval in writing of Alpha Tango.

### 2. PRICE AND PAYMENT TERMS

2.1 Unless otherwise agreed by Alpha Tango, payment for any Products or Services shall be made within 15 days from the date of Alpha Tango’s invoice. Time of payment shall be of the essence. Payment due to Alpha Tango shall be subject to value added tax.

2.2 For web design projects fifty per cent of the Price shall be invoiced for by Alpha Tango prior to commencement of the Services and/or delivery of the Products and the remaining fifty per cent of the Price shall be invoiced for by Alpha Tango following delivery of the Products.

2.3 For SEO projects one hundred percent of the Price shall be invoiced for by Alpha Tango prior to commencement of the Services and/or delivery of the Products.

- 2.4 Any quote or estimate provided by Alpha Tango to the Purchaser for the Products or Services is valid for a period of 30 days.
- 2.5 Alpha Tango shall not incur any outlays on behalf of the Purchaser without the prior written consent of the Purchaser. Alpha Tango may request and the Purchaser shall be required to submit payment for any outlays, including outlays for Third Party Materials to Alpha Tango in advance of such outlays being incurred by Alpha Tango.
- 2.5 The Purchaser shall reimburse Alpha Tango for all reasonable out of pocket expenses necessarily incurred by Alpha Tango in carrying out the Services or providing the Products. Alpha Tango shall obtain the Purchaser's consent to such expenditure prior to it being incurred and shall make available to the Purchaser all receipts and invoices evidencing the same.
- 2.6 Interest at the rate of 5% per annum above the base rate from time to time fixed by the Royal Bank of Scotland plc shall accrue on a daily basis on any overdue payments from the due date for payment until receipt of cleared funds.
- 2.7 Alpha Tango reserves the right and shall be entitled at any time prior to delivery of the Products and/or the Services on giving written notice to the Purchaser to increase the Price in the event of Alpha Tango incurring any extra costs due to increased labour or material costs caused by a change in the Delivery Date, quantities or specifications for the Products or Services which are requested by the Purchaser or any delay caused by any instructions of the Purchaser or failure of the Purchaser to give adequate information or instruction. For the avoidance of doubt, any corrections required other than as a result of an error on the part of Alpha Tango, including the style and cost of additional proofs and necessity by such connections will incur cost additional to the Price. Where proofs are submitted to the Purchaser for approval, Alpha Tango will have no liability for any errors not corrected by the Purchaser. The Purchaser shall be bound to accept the Products or Services when they are ready for delivery by Alpha Tango.
- 2.7 Any prices quoted exclude VAT.

### **3. DELIVERY**

- 3.1 Following acceptance of an estimate for design products/services from Alpha Tango by the Purchaser, Alpha Tango will advise the Purchaser of the Delivery Date.
- 3.2 Alpha Tango will not deliver the Products or provide the Services until it has received payment from the Purchaser in accordance with Condition 2.2 hereof and is in receipt of a sign off sheet completed by the Purchaser which shall be provided by Alpha Tango to the Purchaser.
- 3.3 Alpha Tango shall use all reasonable endeavours to meet the Delivery Date but the Purchaser acknowledges that the Delivery Date is an estimate only and Alpha Tango shall not incur any liability for failure to meet the Delivery Date.
- 3.4 Delivery shall be effected upon the issuing by Alpha Tango of an electronic version of the Product to the Purchaser (in the case of Products) or completion of the Services (in the case of Services).
- 3.5 If a project is delayed more than 90 days due to client inactivity we reserve the right to cancel the project with the deposit being retained to cover any work done up to that point.

### **4. PURCHASER'S CLAIMS**

- 4.1 The Purchaser shall not be entitled to cancel any order for Goods or Services in whole or in part.
- 4.2 Written notice of any claims for bugs or defects in the Products must be given to Alpha Tango within 30 days from date of delivery by Alpha Tango of the Products.

---

## 5. PURCHASER'S WARRANTY

5.1 The Purchaser warrants that all information provided to Alpha Tango to enable Alpha Tango to carry out the Contract shall be accurate and not contain any illegal or defamatory material or infringe any third party Intellectual Property Rights. For the avoidance of doubt, any copyright material provided by the Purchaser to Alpha Tango for inclusion in any Products shall be the property of or shall have been validly assigned to the Purchaser. The Purchaser hereby grants to Alpha Tango a non-exclusive, royalty-free licence to use, reproduce and copy such copyright material for the purposes of carrying out the Contract. The Purchaser will indemnify Alpha Tango, its employees and agents any and all losses, damages or costs sustained by Alpha Tango, its employees and agents as a result of infringement of third party rights including third party Intellectual Property Rights when complying with the Purchaser's instructions.

## 6. UNDERTAKINGS BY ALPHA TANGO

6.1 Alpha Tango shall if requested to do so by the Purchaser use reasonable endeavours to source Third Party Materials for incorporation in the Products subject to payment of a fee in addition to the Price (the "Sourcing Fee"). Alpha Tango shall be entitled to invoice the Purchaser following delivery of the Products and/or the Services for the Sourcing Fee which shall be payable by the Purchaser in accordance with Condition 2.1 hereof.

6.2 Alpha Tango will at all times use reasonable skill and care in the manufacture/supply of Products and/or performance of Services. Alpha Tango accepts no responsibility for the quality of any products or services provided by third parties including, without limitation, Third Party Materials which are incorporated or used by Alpha Tango in the Products or the Services.

6.3 Whilst Alpha Tango will use all reasonable endeavours to ensure that when performing work for the Purchaser it does not infringe the rights of a third party, no warranty is given. Whilst Alpha Tango may provide recommendations to the Purchaser with regards to third parties who may provide additional or related services and products including Third Party Materials, Alpha Tango shall not be liable for any direct or consequential loss or damage, including loss of profits or revenue suffered as a result of any services or products provided by any third party so recommended, or any loss suffered as a result of such a third party becoming apparently insolvent, going into liquidation or receivership or administration, as the case may be.

6.4 Alpha Tango will fix free of charge any defects or bugs in the Products notified to Alpha Tango by the Purchaser in accordance with the timescale in Condition 4.2 hereof. This is the sole extent of Alpha Tango's liability. Alpha Tango shall not be liable for any direct or consequential loss or damage including loss of profits or revenue suffered by the Purchaser.

6.5 Alpha Tango will exercise care with prints, photographs, negatives and samples etc. provided by a Purchaser for use by Alpha Tango in carrying out the Services or producing the Products. Alpha Tango shall not be responsible for the loss or damage of such prints, photographs, negatives, samples etc. whether such loss or damage was incurred in transit or otherwise.

6.6 All guarantees and warranties whether express or implied, statutory or otherwise are hereby excluded to the fullest extent permitted by law.

6.7 Alpha Tango entire and aggregate liability to the Purchaser whether under the Contract or otherwise (including under the law of negligence) shall not exceed the sum equivalent to the Price.

## 7. INTELLECTUAL PROPERTY RIGHTS

7.1 Any and all Intellectual Property Rights generated by Alpha Tango in the Products and/or the Services ("Alpha Tango's Intellectual Property Rights") shall belong to Alpha Tango. Subject to payment in full of all sums due to Alpha Tango under the Contract, Alpha Tango hereby grants to the Purchaser a non-exclusive,

royalty-free licence to use Alpha Tango's Intellectual Property Rights. For the avoidance of doubt, said licence shall not entitle the Purchaser to copy or reproduce, alter, adapt or reformat any of Alpha Tango's Intellectual Property Rights without the prior written permission of Alpha Tango.

## **8. TERMINATION**

8.1 Alpha Tango reserves the right to terminate any Contract with the Purchaser by immediate written notice (i) should the Purchaser be in material breach of its obligations and fail to remedy such breach within seven days following written notice from Alpha Tango; or (ii) should the Purchaser be or become bankrupt or make any arrangements with its creditors or become apparently insolvent or have a liquidator or receiver appointed or (in any case) cease, or threaten to cease, trading.

## **9. PAYMENT OF PRICE**

9.1 Payment of the Price will be made in full without any deduction. No withholding or retention shall be permitted without Alpha Tango's prior approval.

## **10. LIMITATION OF LIABILITY**

10.1 Subject to the terms of Clause 10.3 and without prejudice to Clause 10.2, Alpha Tango's entire aggregate liability to the Purchaser arising under this Contract or otherwise, including under the laws of negligence, shall not exceed the total sums paid under the Contract by the Purchaser to Alpha Tango.

10.2 Neither party shall be liable to the other for any indirect, special or consequential loss howsoever arising, including without prejudice to the generality of the foregoing loss of profit, loss or corruption of data, loss of income, loss of goodwill, loss of business or loss of anticipatory savings.

10.3 Nothing in this Contract shall limit either party's liability for death or personal injury which may arise as a direct result of the negligent act or omission of such party.

## **11. CONFIDENTIALITY**

11.1 The Purchaser will keep confidential and not disclose to any third party any trade secrets or confidential information of Alpha Tango which may be acquired as a result of the performance by Alpha Tango of the Contract for the Purchaser.

## **12. ASSIGNATION**

12.1 The Purchaser shall not be entitled to assign any of its rights or obligations under the Contract without Alpha Tango's prior written consent.

## **13. TAXES/IMPORT DUTIES**

13.1 The Purchaser will pay all VAT. If Alpha Tango meets any such costs the Purchaser will make reimbursement on demand.

## **14. GOVERNING LAW**

14.1 Scots law shall govern these Conditions and the Contract. The parties agree to submit to the exclusive jurisdiction of the Scottish Courts in the event of dispute.

## **15. FORCE MAJEURE**

15.1 Neither party will be liable to the other for any delay in or failure to perform or comply with its obligations (except those relating to payment) under the Contract as a result of Force Majeure. The affected party shall promptly notify the other of the commencement and cessation of a Force Majeure. If Force Majeure

continues for a period in excess of 90 days either party shall be entitled to terminate the Contract forthwith by written notice and without liability for termination. If the Contract is terminated under this Condition 15, all orders for Products and Services placed prior to the date of termination will be deemed to have been cancelled and the Purchaser shall pay Alpha Tango for all Products and Services already supplied, work-in-progress, and the cost of materials reasonably ordered by Alpha Tango in expectation of completing the Contract.