

# EVALUATION AGREEMENT

Ref No: .....

<b>Company:</b>	
Contact Name:	<i>Delivery Contact Name:</i>
Address:	<i>Address:</i>
Tel:	<i>Tel:</i>
Mobile:	<i>Mobile:</i>
Email:	<i>Email:</i>
<b>Date Issued:</b>	<b>Date Purchased or Returned:</b>

**Terms & Conditions**

When this form is completed and returned to ourselves you will be issued with the software as chosen below for a period of 30 days. **Note:** The Evaluator is responsible for the condition of the software, manual/s and dongle/s upon delivery. These items must be **insured** for their full replacement value given below. (For full conditions see reverse.)

**Upon signing this form you are agreeing to the following:**

If, after evaluating the software, you wish to purchase the package we expect to receive an official order for this. Should you decide not to purchase the package it is to be returned to AiC Ltd within 7 days of the evaluation period expiry date by **Registered Post** or you will be liable for the cost of the software in the event of loss. For every month that the software is retained beyond the evaluation period you will incur a hire charge.

Choice	Software for Evaluation	Insurance Value
<input type="checkbox"/>	<b>n4ce Survey</b> – suitable for front ending other packages like AutoCAD	£ 550.00
<input type="checkbox"/>	<b>n4ce Lite</b> – ideal for entry level users wanting simple processing	£1,250.00
<input type="checkbox"/>	<b>n4ce Professional</b> – for the more advanced user, has extended functions	£2,250.00
<input type="checkbox"/>	<b>n4ce Designer</b> – incorporates specialist design functions	£2,750.00

**I, the undersigned, agree to the terms and conditions set out above.**

**Signed:** ..... **Date:** .....

<i>AiC Office Use Only</i>	
<i>Despatch</i>	<i>Result</i>
<i>Prepare Manual:</i>	
<i>New Customer Code &amp; Licence Number:</i>	
<i>Create Dongle Form &amp; Dongle Label:</i>	<i>Amend Dongle Form:</i>
<i>Enter on Dongle Cross Reference Form:</i>	<i>Amend Dongle Cross Reference Form:</i>
<i>Write Letter &amp; Dongle Authorisation Code:</i>	<i>Write Confirmation Letter:</i>
<i>Add Contact Details to ACT:</i>	<i>Update Customer Details in ACT:</i>
<i>Scan Evaluation Form to ACT:</i>	<i>Scan response into ACT:</i>
<i>Add Contact Details to Outlook Address List:</i>	<i>Amend Outlook Address List:</i>
<i>Note on Board:</i>	<i>Amend Note on Board:</i>

# Applications in Cadd Ltd.

## Standard Terms of Business

Hereinafter Applications in Cadd Ltd is referred to as AiC.

1. All quotations are subject to the following terms and conditions that shall apply to any contract entered into pursuant to such a quotation, irrespective of any terms incorporated or referred to in the Customer's order.
2. Prices quoted for Software, Hardware and Consumables are exclusive of delivery, installation and training, which will be charged at AiC's standard price at the time of delivery.
3. All prices are quoted in sterling and are exclusive of all taxes, duties and similar charges, including, but not limited to Value Added Tax.
4. All quotations remain valid for 30 days from the date shown on them.
5. AiC will endeavour to comply with any delivery dates indicated in any quotation, but time shall not be the essence of the contract. Therefore AiC shall not be liable for any loss or damage of any kind suffered by the Customer as a result of any delay in delivery or installation.
6. Where the contract provides for the delivery of an order by instalments, AiC reserves the right to invoice separately for each instalment. Payment for each instalment must be made within 30 days of the date of the invoice issued by AiC.
7. All invoices will be directed to the Customer placing the order. AiC will only invoice a third party (e.g. a finance house) if this is stipulated by the Customer in writing either before or at the time of placing the order. Furthermore, the third party must also confirm in writing that it will pay the invoice(s).
8. AiC's Software Warranty Period is defined in the standard Software Licence Agreement.
9. AiC warrant that if any Hardware is returned by the Customer to the manufacturer within 90 days of delivery, and is consequently found to be defective in either workmanship or materials, then AiC will offer to repair or replace in accordance with the terms of trade with which AiC and the manufacturer trade.
10. AiC warrants that if any Consumables are found to be defective due to original manufacture, AiC will replace or refund the purchase price of the Consumables provided AiC is informed in writing or receives the faulty goods within an acceptable period.
11. The above Clauses 8, 9, and 10 state AiC's total liability for any loss or damage due to defects in Hardware, Software or Consumables and all other warranties, expressed or implied, statutory or otherwise, are excluded. This exclusion is not intended to exclude or limit any liability for personal injury or death arising out of any defect into the goods or any negligence on the part of AiC or its servants or agents.
12. The goods remain the sole and exclusive property of AiC until all amounts due under the terms of the contract have been paid to AiC. Until that time AiC reserves the right to repossess the goods and to enter the premises of the Customer for the purpose of doing so.
13. Despite the effect of Clause 12 above, risks in the goods passes to the Customer on delivery, and the Customer must insure the goods accordingly.
14. AiC strongly recommends that the Customer enters into Maintenance Agreements for the Hardware and Software in order to ensure the ongoing support for the goods.
15. In placing an order for Software, the Customer will undertake to sign a Software Licence Agreement issued by AiC, a copy of which will be made available upon request.
16. Should a period of hire/loan be agreed, the Customer will sign a Hire/Loan Agreement the conditions of which will be deemed valid for the period of the hire/loan only.
17. In the event of hire/loan of the Software or Hardware, Clause 13 still applies.

*May-09*