



Claro Software Ltd
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Claro Software Ltd. Business Terms & Conditions of Sale

The terms and conditions listed below are for business customers. We do not have consumer terms and conditions, as these are determined by specific consumer legislation.

Terms of Business

1. EU residents pay the VAT inclusive price (VAT at appropriate rate, currently 20%). Non-EU/exempt pay the exclusive price. EU Companies pay exclusive price after provision of valid VAT Number.
2. Payment accepted by credit/debit card (as listed on the payment section on www.clarosoftware.com), bank transfer/draft, or cheque. Credit terms to approved accounts only (normally public sector and quoted PLCs). Our payment terms are payment with order, unless credit terms have been agreed between Claro Software Ltd and the direct customer.
3. We do not warrant the suitability of goods for a particular purpose, and you should check specifications and suitability with the manufacturers or vendors before ordering.
4. Goods not sold on a trial basis, unless agreed in writing or provided as such.
5. Goods offered subject to being unsold. In the event of non-availability of goods, we reserve the right to rescind the contract.
6. All goods remain Claro Software Ltd. property until paid for in full. This includes both physical goods and goods which have been fulfilled by Electronic System Delivery.
7. For multi-user and site software licenses, no transfer of the license is deemed to have occurred until payment in full is made according to agreed payment terms.
8. Claro Software Ltd has the right to audit the use of software on behalf of software vendors, in relation to licenses supplied by Claro Software Ltd. Written notice requesting an acceptable date for an audit will be provided in advance.
9. Prices and manufacturers specifications subject to change without notice. Minor specification variations do not entitle the purchaser to rescind the contract. Prices may change because of currency fluctuations.
10. Claims for damage and mis-shipping must be made within seven days of receipt.
11. After this date, and in all circumstances after 14 days, repair and not replacement will be offered.
12. We reserve the right to charge a restocking fee of up to 25% on returns, which prove to be non-defective.
13. All returns must be in stock condition and be authorised by Claro Software Ltd.
14. Stock rotation is possible with agreement, for products published by Claro Software Ltd. For third party products, stock rotation can only be undertaken with agreement of the vendor.
15. No opened software will be accepted for credit. Faulty discs to be swapped by manufacturer if possible.
16. You are responsible for ensuring safe delivery of the returned item.
17. We are not responsible for any consequential loss or expenses, howsoever caused, including incidental returns costs.
18. If part of these terms is found to be unlawful, it shall not affect the validity of the remainder.
19. These terms and conditions take effect from the date of signature and replace earlier terms and conditions in entirety

These terms need to be signed by a Director of a Limited company or organisation, and returned by post or faxed back to 0870 132 7471

Signed and Accepted by: _____ **Title:** _____ **Date:** _____

Company Name: _____ **Website:** _____

Company Address: _____