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~~11.5.0. SUMMARY OF MAIN TERMS~~

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~~11.5.0. DISCLAIMER~~

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**11.5.1.1 Summary
Main Terms**

Our supply of hardware, software and services (including maintenance, training, etc.) is performed under our General Terms of Hardware, Software and Consultancy Supply, a copy of which is available on request. The following are some important points which we draw to your attention:

- ~~2.1.~~ 1.—You may be charged interest on late payment.
- ~~3.2.~~ 2.—The supply of hardware is subject to a retention of title clause.
3. Our core business is not the sale of hardware and we do not have the facilities to handle hardware maintenance or returns. Accordingly, if we do supply hardware it may be on the basis that you also take out a maintenance agreement (if specified by us). Our terms exclude warranties relating to the hardware for the same reasons. Where the hardware is supplied with a manufacturer's warranty, you should refer to your manufacturer or third party maintainer if you have any problems.
4. 3.—We never transfer title in the intellectual property of any work which we do unless the assignment is explicitly in writing.
5. 4.—Any software we supply may contain copy-protection and disabling mechanisms designed to prevent software theft and unauthorised use.
6. 5.—Although we take all reasonable commercial efforts to ensure that third-party software we provide is legally licensed, our liability in respect of any software supplied which fails to be legally licensed is limited to the price we charged you for the software (or where there is a periodic licence, to the licence fees for the licence over a period) unless we explicitly state otherwise in writing.
7. 6.—Our terms and conditions seek to restrict our liability in certain areas. Particularly, we seek to exclude liability for consequential loss in the event that any software or hardware or services are defective ~~in the event that any software or hardware or services are defective~~. You should consider taking out insurance if you require these losses to be covered, or approach us for a revised ~~quotation~~proposal taking into account the level of liability you require.
8. 7.—Our software is not designed for mission-critical situations or situations where life or safety are at stake. You acknowledge that no software is completely error-free and our terms restrict liability for errors provided that the software still functions substantially in accordance with its documentation.
9. 8.—We may sub-contract some of our obligations from time to time.
10. 9.—We do not contract on any terms and conditions other than our own and all other terms and conditions are expressly excluded.
11. "We" and "us" means Darklake Developments Limited, The Senate, Southernhay Gardens, Exeter, Devon EX1 1UG (company registered in England, No 07301565, whose registered office is at 4 Old Vicarage Close, Ide, Exeter, Devon EX2 9RE).
12. "You" means the person (which includes a company or other business) contracting to obtain

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- [goods, software licences or services from us](#)
13. [Where "you" means more than one person, each one of you is responsible, individually, for each of the obligations of all of you under this agreement.](#)

14. **COPIES OF OUR TERMS AND CONDITIONS ARE AVAILABLE IN LARGE PRINT**