

STANDARD SALE TERMS AND CONDITIONS

1. The software is licensed according to the terms and conditions of the RIB BuildSmart Application Software License Agreement and Software Support Agreement, referenced as follows:

1.1 RIB BuildSmart License agreement UK v20241023

1.2 RIB BuildSmart Support Agreement UK v20241023

- 1 All prices are exclusive of VAT.
- 2 This proposal is valid for 30 days from date of proposal.
- 3 The implementation of the system will only commence after execution of the contracts above and the agreed payment terms are met.
- 4 RIB UK&I warrants the functionality of the system within its specified standards and specifications. Any failures due to incorrect operating procedures and activities of the Licensee fall outside the RIB UK&I warranty.
- 5 RIB UK&I takes no responsibility for the loss of data due to failure of the Licensee to back-up their data. It is the Licensee's responsibility to conduct adequate back-ups of their server and their desktop data prior to installation.
- 6 RIB UK&I takes no responsibility for the Licensee's data entry, or for fixes that are required due to client data entry error.
- 7 The Contracts contain all products and services to be supplied, and any special conditions. Additional system features and reports can be quoted upon request.
- 8 Provided onsite training falls within government health guidelines / regulations, RIB UK&I will make its own travel and accommodation arrangements, and report to the Licensee in advance. All travel and accommodation costs will be for the Licensee's account.
- 9 The Licensee will provide RIB UK&I with direct access over the Internet to the server on which BuildSmart will be running to receive software support.
- 10 An assessment of the Licensee's hardware requirements will be included in the Project Management phase of the Implementation.
- 11 RIB UK&I takes responsibility for the proper installation and testing of the system of the BuildSmart system.
- 12 Where required, RIB UK&I will provide online training on the BuildSmart system. This will be covered in the contracts and will need to be signed off by the system administrator.
- 13 Inability to utilize the BuildSmart suit for any reason beyond the control of BuildSmart shall not constitute grounds for cancellation or refusal or delay in payment.