

Generic Sale

Terms and Conditions

Version 2.0.0

Last Updated August 30, 2020



COBALT GRID

Alexander Toff trading as Cobalt Grid

Definitions

- “Cobalt Grid” defines Alexander Toff trading as Cobalt Grid, the sole trader
- “Client” defines any third party purchasing or requesting the services of Cobalt Grid

General Sale Terms and Conditions

1. Acceptance

It is not necessary for any Client to have signed an acceptance of these terms and conditions for them to apply. If a Client accepts a quote then the Client will be deemed to have satisfied themselves as to the terms applying and have accepted these terms and conditions in full.

Please read these terms and conditions carefully. Any purchase or use of our services implies that you have read and accepted our terms and conditions.

2. Charges

Charges for services to be provided by Cobalt Grid are defined in a project quotation that the Client receives via e-mail and/or in writing. Quotations are valid for the period specified on the Quotation. Cobalt Grid reserves the right to alter or decline to provide a quotation after the expiry of the Quotation.

Unless agreed otherwise with the Client, all website design services require an advance payment of a minimum of ten (10) percent or £125, whichever is greater, of the project quotation total before the work is supplied to the Client for review with the remaining balance due upon completion of the work, or after 31 days from the initial payment, whichever is sooner, prior to upload to the server or release of materials.

Payment for services is due by cheque or bank transfer. Cheques should be made payable to Alexander Toff and sent to 4 Fisher Close, Duxford, Cambridge, CB22 4XU, United Kingdom. Bank details will be made available on invoices. Other payment methods may be available on our online payment gateway at our discretion. Surcharges may apply.

3. Payments

Invoices are maintained on our billing control site, which can be accessed at <https://billing.ctrl.cobaltgrid.com>. A link to the client centre and the invoice will be sent via email on creation of the invoice. Unless specified otherwise on the invoice, invoices are due upon receipt. Accounts that remain unpaid thirty (30) days after the date of the invoice will be assessed a service charge in the

amount of the higher of twenty percent (20%) or £30 per month of the total amount due, whichever is greater.

4. Default

Accounts unpaid thirty (30) days after the due date of invoice will be considered in default. If the Client in default maintains any information or files on Cobalt Grid's Web space, Cobalt Grid will, at its discretion, remove all such material from its web space. Cobalt Grid is not responsible for any loss of data incurred due to the removal of the service. Removal of such material does not relieve the Client of the obligation to pay any outstanding charges assessed to the Client's account. Cheques returned for insufficient funds will be assessed a return charge of £25 and the Client's account will immediately be considered to be in default until full payment is received. Clients with accounts in default agree to pay Cobalt Grid reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by Cobalt Grid in enforcing these Terms and Conditions.

5. Delivery

Unless otherwise stated or agreed with the Client, delivery of the items shall occur after full payment of the Invoice balance, at or by the date agreed upon with the Client.

6. Indemnity

All Cobalt Grid services or products may be used for lawful purposes only. You agree to indemnify and hold Cobalt Grid harmless from any claims resulting from your use of our service that damages you or any other party.

7. General

These Terms and Conditions supersede all previous representations, understandings, or agreements. The Client's acceptance via email, text or payment of an advance fee constitutes agreement to and acceptance of these Terms and Conditions. Payment online is an acceptance of our terms and conditions.

8. Governing Law

This Agreement shall be governed by law's of the United Kingdom, and the Client submits to the jurisdiction of the courts of the United Kingdom for the resolution of any disputes.

9. Liability

Cobalt Grid hereby excludes itself, its Employees and or Agents from all and any liability from:

- Loss or damage caused by any inaccuracy;
- Loss or damage caused by omission;
- Loss or damage caused by delay or error, whether the result of negligence or other cause in the production of the web site;
- Loss or damage to clients' artwork/photos, supplied for the site. Immaterial whether the loss or damage results from negligence or otherwise.

The entire liability of Cobalt Grid to the Client in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the charges paid for the Services under this Agreement in respect of which the breach has arisen.

10. Severability

In the event any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired and the Agreement shall not be void for this reason alone. Such invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable valid, legal and enforceable provision, which comes closest to the intention of the parties underlying the invalid clause.