

# Sales Agreement

Date: 25/02/14

Be it known that Spoon (Buyer) agrees to purchase from:  
Smart Trolley (Seller) the following described items:

A simplistic graphics handler module confining to all agreements outlined in the Project Wide Standards agreement. Further details of the module shall be found in a supporting document provided to the buyer. The module shall be delivered complete no later than 02/05/14 according to the terms and conditions stated below.

Sales Price: £ 2800.00

## Payment Details:

- 25% of contract value payable upon placement of contract
- 50% of contract value payable upon handover of module code
- 25% of contract value payable upon purchaser group acceptance of module

## Accepted By:

Matthew Wells  
Seller (Matthew Wells)

Stuart Porter  
Supervisor (Stuart Porter)

Stuart Porter  
Project Coordinator (Stuart Porter)

Ankita Gangotra  
Buyer (Ankita Gangotra)

Paul Mitchell  
Supervisor (Paul Mitchell)

## Terms and Conditions

### 1. Details of Work

#### 1.1 Services

The seller will aim to supply a document giving a complete module description within two working days of the signing of this contract.

#### 1.2 Place of Work

The customer understands that work carried out during the production of the item being purchased may not always be performed within The University of York.

### 2. Details of Payment

All transactions are to be completed in British Pounds Sterling. As stated above the payment for any modules being sold shall be broken into three installments. The first installment shall form twenty-five percent of the total module payment and must be made upon signing this agreement. The second installment shall constitute fifty percent of the total module cost and is to be made upon initial delivery of the module(s). The third and final installment must be made upon the customer's acceptance of the module(s) and constitute the remaining twenty-five percent, hence payment shall be complete. The customer has five working days from the agreed dates to make the required payment. No other fees shall be involved which are not explicitly mentioned in this document.

### 3. Responsibilities of the Customer

The customer shall agree to deliver to the seller any information, document or access, that may reasonably be deemed necessary to complete the work.

### 4. Confidentiality Agreements

#### 4.1 General Agreement

The customer and the vendor, in the signing of this document, shall both agree to keep any confidential information pertaining to the other party secure. Any such information may not therefore be published, exploited, copied or disclosed to others by either party without the explicit consent of the owner.

#### 4.2 Exceptions to the General Agreement

The non-disclosure obligations stated in section 5.1 shall not be seen to apply under any of the following scenarios: the information becomes known to the general public as a result of its publication, the information can believably be considered already known by the consumer, is developed for the consumer independently, or the owning party release the information with no restrictions.

## 5. Legal Rights and Services

### 5.1 Rights and Titles

The customer shall hereby agree that they currently, and shall for the duration of this contract continue to, possess any and all legal rights and authorities which may be required to enter into this contract.

The vendor shall hereby agree that they currently, and shall for the duration of this contract continue to, possess any and all legal rights and authorities which may be required to enter into this contract.

### 5.2 Quality of Services

The vendor warrants that any services provided will be of a commercial standard quality and will be performed in a morally just and legal manner, in accordance with industry standards.

If the customer deems the work of the vendor to be of an unsatisfactory quality; the customer must provide the vendor with a written document within 5 working days of the delivery of the work, detailing why they deem the product to be inadequate. The vendor will have 10 working days in which to perform any amendments necessary subject to the aforementioned document.

### 5.3 Compliance with University Regulations

Both parties shall hereby agree to adhere all rules and regulations set out by the Department of Electronics at The University of York, UK, for the duration of this contract.

## 6. Lawful Ownership of Property

Any property, tangible or intellectual, shared between the customer and the vendor shall remain the exclusive property of its original owner.

## 7. Breaches of Intellectual Property Rights

Should either party be found to be in breach of intellectual property rights the indemnitor shall not hold the indemnitee to account for any claim, costs, penalties, losses or liabilities that arise.

## 8. Details of Termination

### 8.1 Termination of Agreement

Both parties, in signing this contract, accept that this agreement may not be terminated unless all relevant work is completed, or either party fails to comply with the agreements made in this document.

If the customer declines the module description(s) mentioned in section 1.1, they reserve the full rights to terminate the agreement for a full refund of the cost of the first instalment.

### 8.2 Delivery and Return of Customer Properties Upon Termination

Should the work pertaining to this document be completed, or the agreement terminated, all deliverable quantities must be supplied and any licenses granted between the parties shall be terminated.

### 8.3 Penalties

If any piece of work described in this document fails to be delivered on time, the delivering party shall incur a fine amounting to 5% of the module(s) total cost for every working day which passes after the deadline before delivery of the work. This fine must be paid to the customer upon termination of the agreement. Once all relevant work is delivered, there shall be no further penalty incurred.

