

Contico Manufacturing Blank Website

Dear Customer

Thank you for showing an interest in the Contico Manufacturing Blank Website, please find below details about the services that we offer.

Providing you already have a website, the blank site can be presented in one of the following formats:

Self Constructed Frames Version

Contico Manufacturing will e-mail you a short set of code which you or your web developer can then input into the relevant page of your own site. This code continually links to the relevant information from the Contico Manufacturing server and displays it as if from your site.

Requirements:

A basic knowledge of html programming is essential to create this link. Please note: the involvement of Contico Manufacturing in construction of the site after provision of the data could incur an extra charge.

Charge: £250 +VAT per annum

Contico Manufacturing Constructed Frames Version

Contico Manufacturing's developers will build the catalogue into your site on your behalf. Once you have submitted the form we will then give our web designer your details who will then contact you directly.

Requirements:

Contico Manufacturing's developers will need information regarding your server and website.

**Charge: £350 +VAT for the first year;
£250 +VAT per annum there after**

Please read the enclosed terms and conditions and highlight your choice of blank website on the attached order form and return it to Contico Manufacturing on fax number
+44 (0) 1209 314333.

If you have any further questions, please feel free to contact us on **+44 (0) 1209 312123.**

Kind regards
Contico Manufacturing Web Development Team

Contico Manufacturing Blank Website Order Form

Please Fax Back to +44 (0) 1209 314333

Your Name:		
Company Name:	1	
Your Address:		
Post Code:		
Tel. Number:		
Fax. Number:		
E-mail Address:		
Production Website URL:	2	http://
Testing Website URL:	3	http://
Background Colour:	4	
Text Colour:	5	
Show Price (Y/N):	6	
CML Price percentage:	7	
Currency required:	8	

Notes:

- 1: Name to be displayed on the website pages.
- 2/3: Only requests from these two URLs will be accepted by the Contico Manufacturing server.
- 4: Any valid HTML background colour e.g. White or #FFFFFF
- 5: Any valid HTML text colour e.g. Black or #000000
- 6: Are prices to be shown on the Product detail screen.
- 7: If prices are to be shown, percentage change on **all** Contico Manufacturing full standard prices (where 100 = standard price, 95 = -5%, 105 = +5% etc.)
- 8: If prices are to be shown, Currency to be shown (GBP sterling, Euro and Rouble currently available).

Please indicate which option you would prefer below:

1. Self Constructed Frames Version @ £250 +VAT per annum	
2. Contico Manufacturing Constructed Frames Version @ £350 +VAT for the first year and subsequently £250 +VAT per annum	
Please tick this box to confirm you have read and agreed to comply with the Terms and Conditions associated with the Contico Manufacturing Blank Website	

Please note this request will not be processed if you have not ticked the terms and conditions agreement box.

Signed _____ Date _____

Contico Manufacturing Blank Website Supply and Update Agreement

These terms are supplemental to The General Terms and Conditions of business, which have been agreed between Contico Manufacturing and the Customer.

1. Agreement to supply & update

A. we agree to supply and update the Link stated in the agreement subject to the General Terms and these terms & conditions (“The supply and update agreement”)

2. Assignment

A. We reserve the right to refuse to assign the whole or part of the benefit of this supply and update agreement to any other person.

B. Any assignment under this clause is without prejudice to any other contractual arrangement between us.

3. Implementation Version

A. There are two versions of the Link and the degree of assistance is dependant on the version purchased.

1. Self Constructed Frame version (SCFV). The Link contains appropriate code and facilities for customers to personalise links.

2. Contico Manufacturing Constructed Frame version (CMFV). We undertake to perform the personalisation on your behalf.

B. In respect of the SCFV, we undertake to e-mail you a short set of code that allows you create a link from your own website to the Contico Manufacturing site No further assistance will be given beyond the help guides contained within the Link and reasonable follow up guidance.

C. In respect of CMFV, we will undertake reasonable endeavours to construct the link from your website and ensure it is working. We will need to contact you or your agents to obtain the technical details about your website that will enable us to complete this work.

4. Supply

A. Following the supply to you of the Link we will endeavour to ensure you are aware of all the factors and information that will allow a successful link to be created however:

B. We do not offer a full telephone assistance service for the Link and its contents and if the level of technical expertise to utilise the product is not available to you and we consider the requests for further instructions in its use are unreasonable and beyond the general we will inform you of such.

C. If we consider assistance beyond reasonable levels are required to assist with the Link we, or our agents, will agree with you the time and costs involved in resolving the problem.

5. Assistance

A. Any assistance provided includes response to problems encountered and notified to us either telephoned, emailed or faxed; this is available only during our normal working hours (which exclude public holidays and weekends) which are between 9.00am and 5.00pm Monday to Friday.

B. Our assistance staff will attempt to solve a problem as quickly as reasonably possible within the terms of any assistance provided.

C. We do not undertake to be able to solve problems with any third party software.

D. Whilst we will use all reasonable efforts to deal with software problems associated with using the Link we cannot guarantee to solve problems that arise from third party software.

E. Unless otherwise agreed we will not provide any on-site assistance unless telephone assistance does not resolve the problem, and for this we may make an additional charge.

F. This agreement does not cover hardware maintenance.

G. You acknowledge that it is your responsibility to ensure that your software and data is carefully backed up prior to installing and using the Link.

6. Your obligations

A. You have read and understood the differences between the Link versions available and the skills required of you before purchasing the selected version.

B. Following purchase you agree to install and use the Link following the instructions which will be sent to you.

C. Not to provide or otherwise make available the Link to in whole or in part (including but not limited to object or source code) in any form to any other person other than your employees or authorised contractors without our written consent.

D. Within 14 days after the date of expiry or termination of this assistance agreement for whatever reason you agree to certify in writing you no longer use the Link originally supplied under the original terms of this agreement.

E. To maintain the accuracy of priced data, we will keep all customers updated on price changes through our general marketing. You will have to manage changes on your link.

7. Assistance expressly not included under this agreement:

A. Assistance of other software, accessories, attachments, machines, systems or other devices not supplied by us.

B. Rectification of lost or corrupted data arising for any reason other than our own negligence.

C. Assistance made more difficult because of alterations, modifications or variations to the Link covered by this agreement that was made without our written consent or at our instruction.

D. Dealing with faults or problems caused by using the Link outside design or other specification relating its use.

E. Diagnostic and/or rectification of problems not associated with the Link covered by this agreement.

8. Duration

A. This agreement shall subsist for one year from its date and from year to year thereafter provided that either of us may notify the other that it wishes to terminate on any anniversary of this agreement on 30 days notice before the anniversary.

9. Our Liability

A. We shall not be liable to you for any loss or damage whatsoever caused arising except to the extent that such liability may not be lawfully excluded.

B. Notwithstanding the generality of 8.A above, we expressly exclude liability for consequential loss or damage to any hardware or software or other property equipment or loss of profit, business, revenue goodwill or anticipated savings unless we have previously agreed to accept increased liability.

10. Statistics

A. We compile monthly statistics to monitor server performance and the general running of the links. This information is for Contico Manufacturing use only.

11. Termination

A. In addition to provisions for termination contained elsewhere in this agreement, we may, by notice to you terminate it if you are in breach of it and fail to remedy the breach within 7 days of having received notice of the breach from us.

B. In respect of any Frame Version site being used we may, by providing written notice of 7 days terminate this agreement as a result of any trading dispute arising between you and Contico Manufacturing regarding the supply of other goods and services (Including but not exclusively relating to the payment terms of goods supplied being breached).

C. The provision of this service by Contico Manufacturing is ancillary to our main service of the supply of goods. If for any reason you are not using Contico Manufacturing as your main supplier of the goods featured on the Website, Contico Manufacturing reserves the right to terminate the service.

D. In the event of a termination of service by Contico Manufacturing the provisions of Clause 9 will apply – we expressly exclude liability for consequential loss as a result of the termination of the service.

E. Termination of this agreement shall not (by itself) terminate other agreements there may be between us.

F. We and us means **Contico Manufacturing Limited, Cardrew Way, Redruth, Cornwall, United Kingdom, TR15 1ST** Registered in England, 49 Rodney Street, Liverpool, L1 9EW, UK , Registration Number 1338772

G. You means the person (which includes a company, partnership or other business and organisation) contracting to obtain goods or services from us.

H. 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.