PWN Consulting

PWN Consulting Development

Terms and Conditions

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1. Introduction

By accepting a Quotation from PWN Consulting you agree to be bound by the Terms and Conditions as set forth in this document.

2. Definitions

The words “us”, “we” and “our” refer to PWN Consulting, with address Delta, BC, Canada. “Project” refers to the project implied by the quotation.

3. Exclusion of Liability

Although we expend all efforts reasonably possible to ensure that our products are safe to use and will not cause any harm to our client’s property, we cannot make a guarantee to this effect. We cannot be held responsible in any way for any damages incurred either directly or indirectly by the use of our software.

4. Fixed Cost Project Support Guarantee

We hereby guarantee that we will support the software developed as specified in the quotation, for a period of 3 (three) months after the software has been delivered to the client, if it was based on fixed costing. This support is limited to bug fixes only, where a “bug” is defined to be any behaviour of the software that deviates from the expected behaviour as defined in the Business Requirement Specification. This explicitly excludes all new development work. This support will be done for no additional charge. Any additional support and maintenance can be acquired on a per case basis from PWN Consulting, at a rate to be negotiated between all the parties involved. If any bugs are discovered after the aforementioned three-month period, it will be handled as a separate project to be started afresh, and invoiced separately.

5. Invoice Payment

Final invoices will only be submitted after the software has been delivered to the client. “Delivered” implies that the software has been handed over to the client for either live deployment or internal testing. This does not include the time it takes for the client to deploy the software in a commercial environment, or any other actions taken whatsoever by the

client. Once the software has been handed over to the client, it is assumed the project is completed, therefore can be invoiced, and payable in full. Since there is an agreement for bug fixes as discussed in section 4, no excuses will be accepted for non-payment other than the software not complying with the Business Requirement Specification.

6. Exceptions to Support Guarantee

This section takes precedence over the section titled *Support Guarantee*. In the event that any party external to PWN Consulting modifies the source code of the project in any way whatsoever, the *Support Guarantee* section becomes null and void. PWN Consulting will *not* support the code in this case and will *not* be held accountable or responsible for the quality, stability or functionality of the code. In this case, a new, specially written agreement needs to be created between PWN Consulting and the bespoke party before any support or maintenance work will be resumed according to the Terms and Conditions as set out in *that* agreement.

7. Project Duration

When PWN Consulting submits a quotation to the client, it is based on certain temporal assumptions. Firstly, it is assumed the project will start within one week of the submission of the quotation, unless explicitly otherwise noted. Furthermore, the delivery date indicated on the quotation is an indication of when PWN Consulting believes it would have the project completed as per the Business Requirement Specification. PWN Consulting typically allocates some slack time after the indicated delivery date for contingency purposes, proportional to the duration of the project. Should the client delay the project, the contingency obviously becomes invalid and not guaranteed anymore. In other words, should the client be the cause for an unexpected delay in the project, the delivery date specified by PWN Consulting becomes invalid and new negotiations would be required to establish a new delivery date and corresponding slack time. No demands can be placed on PWN Consulting since by delaying the project; the original agreement has been invalidated and is subject to new negotiations.