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## Microsoft Surface Pro 4 Quotation

H2 Learning

Quote Ref: AAAQ6278

prepared by  
Simon Close

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Quoted To:

H2 Learning  
Aedamar Frawley  
Digital Exchange  
Crane Street  
Dublin 8

Prepared By:

Simon Close

Description	Qty	Unit	Total
Microsoft Surface Pro 4 Tablet - 31.2 cm (12.3") - PixelSense - Wireless LAN - Intel Core i7 - Silver - 16 GB RAM - 512 GB SSD - Windows 10 Pro - Slate - 2736 x 1824 Multi-touch Screen 3:2 Display - Bluetooth - microSD Memory Card Supported - Intel Iris Graphics Graphics - Sensor Type: Accelerometer, Ambient Light Sensor, Magnetometer, Gyro Sensor - Front Camera/Webcam - 8 Megapixel Rear Camera	1	€1,812.20	<b>€1,812.20</b>
Microsoft Type Cover Keyboard/Cover Case for Tablet - Black	1	€104.88	<b>€104.88</b>
Delivery	1	€5.00	<b>€5.00</b>

Recurring costs including VAT  
 Monthly: €0.00  
 Quarterly: €0.00  
 Annually: €0.00

Subtotal	<b>€1,922.08</b>
VAT	<b>€442.08</b>
<b>Grand Total</b>	<b>€2,364.16</b>



## Terms and Conditions

Except as varied by the specific terms of any quotation by Supplier these Conditions comprise the Terms and Conditions under which the Supplier is willing to supply goods and/or services to Customer. Unless otherwise agreed in writing by Supplier, all Contracts are entered into on the basis of these Conditions to the exclusion of any other terms and conditions set out or referred to in any document or other communication used by a Customer in concluding a Contract. The Contract shall be formed by the Customer's written, faxed, online or emailed acceptance of Supplier's proposal.

### 1. GENERAL PROVISIONS

- 1.1 In this contract, the following words shall have the following meanings: 1) 'Contract' means a contract between Supplier to supply the Services to Customer upon these Terms and Conditions, 2) 'Customer' means the legal entity described in the section entitled 'Prepared For' of this document, 3) 'Services' shall mean the services described in the section entitled 'To Supply' of this document, 4) 'Price' shall be the price quoted in this document for the Services by Customer, 5) 'Supplier' is Typetec Ireland Limited, a company registered in Ireland No. 900284, Registered Office at Unit G6 Calmount Business Park, Dublin 12, Ireland, 6) 'System' is the collective term for the Services and any goods or computer software installed configured or created as part of the Services) 7) System Acceptance has the meaning defined in 6.2 below.
- 1.2 Headings are inserted for convenience only and shall not affect the construction of this Contract.
- 1.3 These terms and conditions shall prevail over any printed or conflicting terms contained in Customer's Purchase Order and may be modified or waived only by a written agreement signed by Supplier.
- 1.4 Supplier shall not be bound by any error or omission made in the Contract.

### 2. SERVICES

- 2.1 Supplier shall supply the Services specified in the attached schedule to Customer. Any times quoted in relation to the performance of the Services are estimates. Time shall not be of the essence in relation to the performance of the Services.
- 2.2 Supplier may use persons other than Supplier's own employees to supply the Services. Supplier accepts full responsibility for the work done by such persons in accordance with these Conditions.
- 2.3 Customer shall provide Supplier with all assistance, co-operation and information required by Supplier in supplying the Services, including, without limitation, where Services are supplied at Customer's premises, suitable access and facilities.
- 2.4 Supplier shall have no obligation to perform any work or undertake any activity outwith the Services. If Customer requests such work or activity, and Supplier agrees to such request, then such work or activity will be charged at Supplier's prevailing rates for such work or activity.

### 3. WARRANTY

- 3.1 Supplier shall supply the Services to Customer with reasonable care and skill. Except as stated in the preceding sentence, all warranties or conditions in relation to the Services, whether express or implied (by statute or otherwise), shall be excluded to the fullest extent permitted by law.

### 4. INTELLECTUAL PROPERTY

- 4.1 Copyright and all other intellectual property rights created by Supplier in performing the Services shall belong to Supplier. However, Supplier grants Customer a licence to use such rights created by Supplier on a non-exclusive basis to the extent necessary for the purpose of using the Services or any products or materials created by Supplier as a result of the Services which are provided to Customer, subject to receiving all the sums payable by Customer to the Seller under this Contract.
- 4.2 All such copyright material information and "know-how" whenever supplied shall at all times be treated by Customer as confidential and shall not without Supplier's consent be used by Customer except for the purposes of: 1) evaluating the Proposal, or 2) as required during the supply of the Services, or 3) as required to operate the supplied system.
- 4.3 No disclosure to any third party of Supplier's Intellectual Property shall be made without Supplier's prior written consent.

### 5. PRICE AND PAYMENT

- 5.1 Prices quoted are firm for period of 30 days from the Proposal date, subject to: 1) errors and omissions being corrected, and 2) labour times are estimates based on our current knowledge of your requirements and may be varied, 3) unavoidable increases in the cost to Supplier of bought in items, services, materials or changes in exchange rates between contract date and date of dispatch which will be passed on to Customer and 4) your existing computer system infrastructure being in a fully functional state.
- 5.2 Customer shall pay the Price for the Services together with VAT. Time shall be of the essence in relation to payment.
- 5.3 Accommodation, subsistence and public transportation costs shall be rebilled at cost. Motor car mileage shall be rebilled at 45c/mile. Where an onsite visit involves a journey of more than 2 hours by car, overnight accommodation the previous night will be chargeable to protect the health and safety of Supplier's personnel.
- 5.4 Unless otherwise stated on the Proposal, Payment Terms are: 1) for Customers without credit authorisation: 30% with order, balance due on System Acceptance, and 2) for Customers with credit authorisation: 30 days from invoice date. Where the Services include ongoing support of Customer, this will be the subject of a separate contract and payment terms.
- 5.5 Notwithstanding 5.4 or anything otherwise stated at any time, where System Acceptance is deemed to occur, all contractual balances become immediately due for immediate payment.
- 5.6 Title to all goods and services remains with Supplier until paid for in full.
- 5.7 Services are based on an 8-hour working day with services provided outside of the Ireland being subject to any surcharges at cost. Any additional hours requested by Customer will be charged in addition to those quoted. These hourly rates are available upon request.

### 6. DELIVERY

- 6.1 Whilst every reasonable effort will be made to meet any stipulated delivery date, delivery will not form part of the contract. In no event shall Supplier be liable for loss of profits, injury to goodwill or any special or consequential damage for any delay or non-performance. If Customer shall fail to accept goods or services at the appointed time, then he shall be responsible for all storage charges and the cost of further delivery.

### 7. SOFTWARE LICENSING TERMS

- 7.1 Customer's use of software supplied under this Contract for which Supplier does not hold Intellectual Property Rights is governed by licence terms of that software which Customer accepts. Customer warrants to Supplier that Customer will adhere to said licence terms.
- 7.2 Customer's use of software supplied under this Contract for which Supplier holds Intellectual Property Rights is governed by the following licence terms: 1) The software is licensed, not sold. 2) Customer is granted a limited, non-exclusive license to use the software during the period of Customer's software support contract with Supplier. 3) Customer may not: a) Reverse engineer, decompile or disassemble the software, except and only to any extent that applicable law expressly permits it, despite this limitation, or b) Make more copies of the software than specified in this agreement or allowed, by applicable law, despite this limitation, or c) Publish the software for others to copy, or d) Rent, lease or lend it, or e) Use it for commercial software hosting services. 4) Supplier reserves all other rights.

### 8. LIABILITIES

- 8.1 Subject to Clause 8.3, Supplier's liability for any losses claims, damages or expenses arising out of or in connection with this Contract, howsoever caused, including by negligence, breach of duty (statutory or otherwise), breach of contract or otherwise shall not exceed €1000.
- 8.2 Subject to Clause 8.3, Supplier shall not be liable to Customer for any loss of profit, anticipated savings, business interruption or for any indirect or consequential loss incurred by Customer, howsoever caused, including by negligence, breach of duty (statutory or otherwise), breach of contract or otherwise and whether or not such losses were foreseeable at the time of entering into this Contract.
- 8.3 Nothing in this Contract shall exclude or restrict Supplier's liability for fraud, death or personal injury due to Supplier's negligence.

### 9. FORCE MAJEURE

- 9.1 Neither party shall be liable for delays in performing or failure to perform any of their obligations under this Contract due to any event outside of their reasonable control (including, without limitation, war, floods, acts of terrorism, official strike) which delays or prevents them from performing any of their obligations under this Contract. They shall inform the other party in writing, as soon as practicably possible, when such event occurs. If this event continues to delay or prevent performance for more than 14 days from the date of such notification, either party can terminate this Contract with immediate effect by giving written notice to the other party.

### 10. POSTPONEMENT AND TERMINATION

- 10.1 Postponement or Termination must be notified in writing, by fax, post or email.
- 10.2 Either party may Terminate this Contract: 1) with immediate effect by written notice to the other party if the other party is in material breach of any of its obligations under this Contract, 2) with immediate effect by written notice to the other party if the other party goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors, or a receiver or an administrator is appointed in respect of its business, or 3) in accordance with Clause 9, or 3) in accordance with clause 9.1
- 10.3 Other than in accordance with clause 9 or with clause 10.2, Customer may not postpone or terminate this Contract once made without Supplier's prior written consent. If Supplier consent Customer shall in all circumstances be responsible for any costs (including costs of labour and materials) incurred by Supplier as a result of such termination and for payment for such Services as may have been supplied under this Contract prior to such termination.
- 10.4 Where a date agreed to supply the whole or any part of the Services is Postponed by Customer the following scale charges against the postponed part of the Services will be payable as though the Services had been provided on the date originally agreed: 1) 100% if cancelled later than 2 working days prior to agreed date of supply of Services, or 2) 50% if cancelled later than 5 working days prior to agreed date of service. This is to make good the opportunity cost to Supplier of allocating those days to supplying the Services: the subsequent actual Supply of Services will be payable additionally.

### 11. NOTICES

- 11.1 Any notices which need to be given under this Contract shall be sent in writing to either party's registered office address or principal place of business, unless otherwise notified.

### 12. ASSIGNMENT

- 12.1 Neither party can assign its rights under this Contract without the consent of the other party, which shall not be unreasonably withheld. Nothing in this Contract shall prevent Supplier sub contracting any part of the Services at Supplier's absolute discretion.

### 13. WAIVER

- 13.1 No failure by either party to exercise any of its rights under this Contract shall be deemed to be a waiver of such rights or prevent the exercise of such rights at a later date.

### 14. APPLICABLE LAW AND DISPUTE RESOLUTION

- 14.1 This Contract, and any disputes which may arise in connection with it, shall be governed by and construed in accordance with Irish law and the parties shall submit to the exclusive jurisdiction of the Irish courts.

### 15. ENTIRE AGREEMENT

- 15.1 This Contract constitutes the entire agreement and understanding of the parties and supersedes any previous agreement and understanding between the parties relating to the supply of the Services by Supplier to Customer.
- 15.2 Customer acknowledges and agrees that in entering into this Contract, it does not rely on any statement, representation or warranty of Supplier (other than which are expressly set out in this Contract). Nothing in this clause shall operate to limit or exclude any liability for fraud.
- 15.3 Variations to this Contract may only be made in writing by the agreement of the parties and signed by their authorised representatives.