

STANDARD TERMS AND CONDITIONS

- A. Goods remain the property of ITS Ireland until full payment has been received. ITS Ireland reserves the right to recover such goods at any time and at the cost of the client.
- B. ITS Ireland reserves the right to charge interest on overdue account balances.
- C. Warranty will only be valid on purchased goods that are fully paid and then only to the maximum extent of the Warranty given by the suppliers and /or manufacturers of the goods or of the manufacturers / suppliers of the parts involved. ITS Ireland reserves the right of rescission of the sale if warranty cases are considered too elaborate.
- D. ITS Ireland supplies Hardware and / or Software including Websites in the confidence that these will serve the purpose for which the client has decided to purchase, but does never warrant functionality.
- E. Bespoke software and specific software including websites developed for or by ITS Ireland remains the property of ITS Ireland and the client consequently pays for the license to make use of same. This condition is also valid for all changes and maintenance to such software.
- F. ITS Ireland will not accept any liability for direct or indirect damages to client's hardware and / or software delivered to or collected by and/ or in the temporary possession of ITS Ireland.
- G. Software present on Client's computers is considered to be legally licensed as is software to be installed by ITS Ireland per Client's assignment.
- H. Data encryption, security, backups and the deletion of sensitive data from the Client's system are the responsibility of the Client as ITS Ireland will not be held liable for the possible loss or misuse of sensitive data.
- I. ITS Ireland does not warrant repairs beyond the Warranty given by suppliers and / or manufacturers of hardware or software involved in these repairs. The results of repairs undertaken by ITS Ireland do not have any relation to the requirement for full payment of the relevant invoice. ITS Ireland reserves the right to delay return of the goods to the client until payment in full has been received. No warranties whatsoever are given on used products.
- J. ITS Ireland's managed cloud backup services use a Cloud Service Provider. This service allows for online backups where we monitor that backups are occurring on a regular basis successfully. We do not test recovery of files so files backed up may not be able to be restored even though they were backed up. It is the Client's responsibility to ensure that what needs to be backed up is added to the backup job. Data not added to the backup job will not be backed up and will not be available for restore. ITS Ireland does not guarantee data can be restored.
- K. ITS Ireland will never accept responsibility for any consequential damages of whatever nature, caused by whatever incident with or without her involvement.