

AgroSoft Terms & Conditions

1. Products covered by the AgroSoft Terms and Conditions.
 - 1.1 Products: The definition of products within the AgroSoft Terms and Conditions II include exclusively the Computer Software Program(s), compliant AgroSoft Program Upgrades and the incorporated Operating Manual(s) supplied by AgroSoft or an AgroSoft accredited agent.
 - 1.2 The Products supplied under the AgroSoft Terms and Conditions II at the time of the publication of the current AgroSoft Terms and Conditions II are listed.
 - 1.3 Agrosoft WinPig Breeder Program (including the Annual support agreement)
 - 1.4 Agrosoft WinPig Program (including the Annual support agreement)
 - 1.5 AgroSoft WinPig Multiple Herd Consolidation Program (including the Annual support agreement)
 - 1.6 AgroSoft WinPig Pocket Pigs Program (including the Annual support agreement)
 - 1.7 AgroSoft WinPig Program Security Key
2. Services covered by the AgroSoft Terms and Conditions.
 - 2.1 Services: The definition of Services within the AgroSoft Terms and Conditions include exclusively the Installation and Support of AgroSoft Products as described in the AgroSoft Terms and Conditions (1.)
 - 12.8 The Services provided under the AgroSoft Terms and Conditions are those listed within the publication of the current AgroSoft Terms and Conditions 2.3, 2.4 and 2.5.
 - 12.9 Installation and scheduled Upgrading of AgroSoft Products as described by the AgroSoft Terms and Conditions 1. and 13.2.
 - 12.10 All rights to installation CD Rom(s) and Floppy Disk(s) belong to AgroSoft.
 - 12.11 Training in the operation of AgroSoft Products as described by the AgroSoft Terms and Conditions 1.
 - 12.12 AgroSoft Program Support as described in the AgroSoft Terms and Conditions I. 12.1. to 12.8.
3. Rights of Ownership: Agrosoft Contract Agreement.
 - 3.1 The AgroSoft Products and Services as described by the AgroSoft Terms and Conditions remain the property of AgroSoft at all times.
 - 3.2 AgroSoft reserves the right to recover the AgroSoft Product(s) supplied under the terms of the AgroSoft Contract on default of the Terms of Payment.
4. AgroSoft Contract.
 - 4.1 The AgroSoft Contract is a document for use within the AgroSoft Terms and Conditions. It is for the purpose of establishing the Terms of Agreement between AgroSoft and the Contracted Customer. This is with specific reference to the AgroSoft Product(s) and Services required by the Contracted Customer and the value to be paid under the Terms of Payment.
 - 4.2 The AgroSoft Contract is bound by the AgroSoft Terms and Conditions upon the joint signatures of AgroSoft (or an AgroSoft accredited agent) and the Contracted Customer.
 - 4.3 AgroSoft will not accept a signature other than the signature of the Contracted Customer on behalf of the Contracted Customer without the written consent of the Contracted Customer.
 - 4.4 The AgroSoft Contract is bound by the AgroSoft Terms of Payment.
5. AgroSoft Terms of Payment.
 - 5.1 The terms of payment to AgroSoft are within 14 days of the date of the issue printed on the invoice.
 - 5.2 Payment Default ref.: AgroSoft Terms and Conditions: 4.2 Agrosoft reserve the sole right to a temporary suspension of the terms of payment upon receipt of a written declaration of intent to make payment signed by the Contracted Customer.
 - 5.3 Annual payment is included within the AgroSoft Terms and Conditions and is subject to AgroSoft Terms of Payment.
6. The AgroSoft Contract Document
 - 15.5 The Contract Document will remain within the AgroSoft Terms and Conditions; no agreement will be entered into between Agrosoft and another party that is not within the Contract Document.
 - 15.6 No amendment will be made to a previously signed Contract Document.
 - 15.7 Contract amendments will be written into a **new** signed Contract Document.
 - 15.8 AgroSoft will only acknowledge the last signed Contract Document as the original and legally binding contract entered into with the joint signatory the Contracted Customer.
 - 15.9 The Annual Contract Charge invoice will include a return to be signed by the Contracted Customer subject to the original contract. 10.4.
 - 15.10 AgroSoft reserve the right to give notice of the cancellation of a contract within 14 days of the Contracted Customer defaulting within the AgroSoft Terms and Conditions.
7. The AgroSoft Contract Terms.
 - 7.1 AgroSoft and the Contracted Customer will agree the content of the Products and Services and the Product Terms and Conditions covered by the AgroSoft Contract Document.
 - 7.2 AgroSoft and the Contracted Customer will agree the value of the Products and Services covered by the AgroSoft Contract Document.
 - 7.3 AgroSoft and the Contracted Customer will agree the Terms of Payment schedule covered by the AgroSoft Contract Document.
 - 7.4 AgroSoft and the Contracted Customer will ratify the AgroSoft Contract Document by signature and by date on delivery and/or installation.
 - 7.5 AgroSoft and the joint signatory will retain a copy of the Contract Document.
8. Annual Payment and Scheduled Payment.
 - 8.1 Annual Payment is made 12 calendar months from the previous payment on receipt of invoice.
 - 8.2 Annual Payment is the term covering the Agrosoft Contract Agreement. The initial payment is made within the AgroSoft Terms and Conditions.
9. Annual Payment reviews.
 - 9.1 Agrosoft Published Price List. AgroSoft reserve the right to review and to adjust the published value of the AgroSoft Products and Services.
10. Annual Payment Calculation.
 - 10.1 The Annual Charge Calculation is based on the number of Productive female Animals.
 - 10.2 The initial Contract Charge Calculation will be made at the installation.
 - 10.3 The Annual Contract Charge Calculation will be made 12 calendar months from the previous calculation.
 - 10.4 AgroSoft requires the Contracted Customer to allow access to the Data or a copy of the Data for the purpose of calculating the value of the AgroSoft Contract.
10. Cont'
 - 10.4 The proposed Contracted Customer will ratify the Annual Lease Charge upon receipt of invoice, by return.
11. AgroSoft Product Terms and Conditions.
 - 11.1 The term AgroSoft Product exclusively covers the following.
 - 11.2 AgroSoft Programs covered by 1.3, 1.4, 1.5 and 1.6.
 - 11.3 AgroSoft Program Security Key 1.7.
 - 11.4 The AgroSoft Operating Manual corresponding to the AgroSoft Program.
 - 11.5 AgroSoft prohibits the resale of AgroSoft Products by another party.
12. AgroSoft Program Support Terms and Conditions.
 - 12.1 The term AgroSoft Support exclusively covers the following.
 - 12.2 Supply and installation of the AgroSoft Product(s).
 - 12.3 Training in the understanding and operation of AgroSoft Product(s).
 - 12.4 Reasonable and continuous support for the operator/user of AgroSoft Products.
 - 12.5 Delivery of AgroSoft Product Upgrades.
 - 12.6 Training in the understanding and operation of AgroSoft Product Upgrades.
 - 12.7 AgroSoft does not accept liability for training given by a person or persons not authorised by AgroSoft.
 - 12.13 AgroSoft does not accept liability for the interpretation of the AgroSoft Manual.
13. AgroSoft Product Development and Product Upgrades.
 - 13.1 All development of AgroSoft Products remains the exclusive right of AgroSoft at all times.
 - 13.2 AgroSoft Product Upgrades of the version currently under contract to the Contracted Customer will be supplied under the AgroSoft Terms and Conditions.
14. New Generation Product Development
 - 14.1 Agrosoft reserves the right to develop a New Generation of any AgroSoft Product contained within the AgroSoft Terms and Conditions.
 - 14.2 AgroSoft will continue to completely support existing AgroSoft Product(s) upon the release of New Generation AgroSoft Product(s).
 - 14.3 AgroSoft will give a minimum of 3 year's notice to the withdrawal of support for AgroSoft Product(s) that is replaced by New Generation AgroSoft Products(s).
 - 14.4 To the Leaseholder. New Generation AgroSoft Products(s) are available upon release, within an existing AgroSoft Contract of Lease subject to terms.
15. AgroSoft Terms and Conditions Terminology.
 - 15.1 Contracted Customer: The person who, representing themselves, a partnership or a company is the authorised signatory to the AgroSoft Contract Agreement.
 - 15.2 AgroSoft Product Upgrade describes the development of an existing AgroSoft Product that is released as a new version of the corresponding AgroSoft Product. For example WinPig original version 3.70, version releases 3.71 to 3.79 latest version release 3.80 etc.
 - 15.3 New Generation AgroSoft Product describes the development of a new AgroSoft Product that is released as a new generation. For example WinPig original generation, WinPig II new generation. NB. WinPig II does not exist and is not currently under development.
 - 15.4 Farm File describes the AgroSoft WinPig Backup AWZ file and sequential files associated with a single backup process.