



TRANSACTION
TRANSFORMATION
RUNNING
RECYCLING

1. Interpretation and Definitions

These terms and conditions shall be subject to the following rules of interpretation and definitions;

- a) In the event of any inconsistency between these terms and conditions and the SOW, the SOW shall prevail, for the avoidance of doubt this shall only apply to such inconsistency or conflict.
- b) Bell and the Customer may each be referred to herein as a "party" and together as the "parties")
- c) a "subsidiary" or "holding company" shall be in accordance with Section 1159 of the Companies Act 2006 or in any subordinate legislation made under the Companies Act 2006;
- d) "Bell" means Bell Microsystems Limited, trading as Bell Integration, whose registered address is New Hampshire Court, St Pauls Road, Portsmouth, United Kingdom, PO5 4AQ, who is a Goods and/or Services provider;
- e) "Bespoke Materials" means all materials (including without limitation any software, user guides and works) conceived, prepared created or designed by Bell, pursuant to the Contract;
- f) "Charges" are the sums payable by the Customer under the SOW;
- g) "Confidential Information" includes all information disclosed by a disclosing party pursuant to the Contract including but not limited to commercial, financial, technical, trade secrets, industrial secrets, business plans, product development plans, product specifications and/or Contract terms, pricing information, product evaluation, testing analysis and results, customer information in whatever form, together with all analyses, compilations, data, studies, reports, summaries or other information, prepared by the receiving party which are derived from or include in whole or part the Confidential Information of the disclosing party, its suppliers or customers, or the fact that such information has been made available;
- h) "Contract" each agreement for the supply of Goods and Services, comprising of these terms and conditions and the SOW.
- i) "Customer" is the company as specified within the SOW;
- j) "Customer Systems" such computers, software, hardware, printers, storage devices and computer networks operated by the Customer;
- k) "Data" as defined in the Data Protection Act 1998;
- l) "Deliverable" shall include any product of the Services described in the SOW which may include, data storage, reports and/or other documents;
- m) "Force Majeure Event" is any event which is beyond either party's control, this shall include, however is not limited to; acts of God, floods or earthquakes, war, civil commotion, terrorist attack, imposition of a sanction, embargo or breaking off a diplomatic relation. This shall exclude strikes or any other forms of industrial action by the employee, agents, or Sub-contractors of that party;
- n) "Goods" means goods to be provided, as specified in the SOW;
- o) "Good Industry Practice" means the exercise of reasonable skill, care, prudence, efficiency, foresight and timeliness which would reasonably be expected from a person properly skilled and experienced in providing products and/or services similar to the Services;
- p) "Intellectual Property Rights (IPR)" means (without limitation) present and future patents, trade-marks, registered designs, including applications for the foregoing and related rights, database rights, rights in semiconductor topographies;
- q) "Personnel" means the employees, agents and representatives of Bell or any Sub-Contractors engaged in providing the Goods and Services;
- r) "Pre-Existing Materials" means all materials (including IPR, Data and Confidential Information) owned by either Party or any third party prior to the commencement date of the SOW;
- s) "Warranty Period" means the manufacturer's warranty period if applicable to the Goods supplied under the SOW;
- t) "Services" means all or any part of services to be provided as defined in the SOW. Services shall be provided on a fixed price or time and materials basis;
- u) "Site" the premises where the Goods and Services are to be provided;
- v) "Statement of Work (SOW)" means the schedule to these terms which upon completion and signature by both parties shall, together with these terms and conditions, form the entire Contract between the Parties;
- w) "Sub-Contractor" means a third party supplier engaged by Bell to supply of Goods and Services to the Customer;

2. Scope of Terms and Conditions

- a) These terms and conditions shall apply to the exclusion of any terms or conditions contained or referred to in any purchase order or other documentation submitted by the Customer, in correspondence or implied by trade, custom or course of dealing.
- b) These terms and conditions shall not apply to any Goods or Services requested by the Customer which the parties intend to be provided under a separate Master Services Agreement.

3. Form and Acceptance of Order

- a) Each time the Customer wishes to purchase Goods or Services it will issue Bell a purchase order which references the SOW.
- b) The Customer acknowledges that there are lead times between ordering Goods and Services, agreement of a SOW and the commencement of Services. The parties shall co-operate in order to meet each Parties' demands and expectations.
- c) The Customer may not cancel in whole or any part of a purchase order, in the event of such cancellation the Customer shall pay the price of such order and reasonable loss or expenses incurred by Bell due to such cancellation.

4. Charges and Payment Terms

- a) The Charges quoted are exclusive of VAT which shall be charged at the prevailing rate.
- b) The Charges shall be due in full within thirty (30) days from date of invoice.
- c) Bell shall be reimbursed for all reasonable travel and accommodation expenses incurred in performing the Services.
- d) The Customer may withhold payment of Charges that it disputes in good faith. Provided the Customer notifies Bell within ten (10) days of receipt of invoice. All other Charges shall be payable in accordance with clause 4(b).
- e) Failure to make payment within the specified period shall incur interest at a rate of 4% above the base rate of Barclays Bank Plc. This shall be accrued on a daily basis from the date when payment becomes due and compounded quarterly up until cleared funds have been received in the nominated bank of Bell.
- f) Bell shall be entitled to suspend the Services upon written notice to the Customer until payment of all outstanding Charges has been made in full.

5. Passing of Property

- a) Risk in Goods shall pass upon delivery, or the dispatch of such Goods to the nominated place of delivery as specified by the Customer, whichever is earlier;
- b) No title shall pass until the Customer has paid the Charges in full (including any interest for late payment). Until title has passed, Bell will be entitled to recover the Goods (or such part thereof as Bell may determine). The Customer shall permit Bell, its employees and/or agents to enter upon such premises for the purposes of recovery and pay the cost of removal of the Goods;

6. Warranty

- a) Bell warrants that it will provide the Goods and Services in accordance with Good Industry Practice by suitably trained and qualified Personnel who have the requisite skill, qualification and experience.
- b) The Customer understands and acknowledges that Bell is not a manufacturer of Goods. Bell shall use all reasonable endeavours to procure that the benefit of the manufacturers "Warranty Period" passes onto the Customer.
- c) In the event of the Customer becoming aware of the defect in the Goods during the Warranty Period, the Customer shall promptly supply Bell with written particulars of such defect and provide access necessary to enable Bell to ascertain and verify the nature and cause of the defect.
- d) The above Warranty shall not apply where such defect is caused in whole (or in part) by any alteration or addition to the Goods (other than by Bell) or by use or storage of the Goods in a manner reasonably considered by Bell or manufacturer to be improper or for purposes for which the Goods were not designed, by faulty installation, maintenance or repair by the Customer or any third party at the Customer's request.
- e) Bell disclaims to the fullest extent permitted by law, all warranties, conditions and other terms in relation to the Goods and Services, whether implied by law, statute, custom or course of dealing. Including without limitation, any warranties regarding quality, merchantability or fitness for purpose.

7. Personnel

- a) The Personnel shall remain under the direct control of Bell, however whilst the Personnel are at the Customer's Site Bell shall use all reasonable endeavours to procure the Personnel comply with the Customer's reasonable instructions.
- b) Bell shall be entitled to replace Personnel assigned to perform the Services during the term of the SOW. Bell shall use reasonable endeavours to replace such Personnel with Personnel of commensurate skill and expertise.

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Bell Integration is the trading name of Bell Microsystems Ltd. Registered in England. No. 3102360.
Registered address: New Hampshire Court, St Paul's Road, Portsmouth, PO5 4AQ.

Bell Microsystems is certificated by Lloyds Register Quality Assurance (LRQA) to the following standards:
ISO 9001 (Quality), ISO 14001 (Environment) and OHSAS 18001 (Health & Safety)



8. Customer Obligations

- a) The Customer shall provide Bell, free of charge, access to the Site, Data, Customer Systems, documentation, computer time, facilities and working space as reasonably necessary for providing Goods and Services.
- b) The Customer shall remain responsible for and shall pay all costs (including, without limitation, repair and maintenance costs) in connection with the Customer Systems and Data. Customer shall hold harmless and indemnify Bell in the event that Bell suffers loss and/or is unable to perform its obligations hereunder, either in whole or in part, as a result of the removal of the Customer's Systems or Data or

due to any failure or fault, save in circumstances where this arises as a consequence Bell's negligence.

- c) Where Bell is required to carry out any installation, the Customer shall comply with all requirements stipulated by Bell in order to prepare the Site.

9. Confidentiality

- a) Each party shall protect the Confidential Information of the disclosing party and, in doing so, must use no less than the equivalent degree of care that such party applies to its own proprietary or secret information which shall not be less than a reasonable standard of care;
- b) The receiving party shall not and procure that its employees and any third parties shall not; utilise, disseminate, copy, employ, exploit, adapt, modify or in any other manner whatsoever utilise the Confidential Information other than strictly for the performance of the Services. For the avoidance of doubt, the receiving party shall be liable for all acts or omissions of such parties.
- c) The obligations of confidentiality pursuant to this clause 9 do not apply to any Confidential Information that is required to be disclosed by a court of competent jurisdiction or operation of law, to the extent of such requirement only, provided the recipient party, where reasonably practicable provides the disclosing party prior notice of such disclosure.

10. Intellectual Property Rights

- a) Each party retains ownership of any Pre-Existing Materials. Unless expressly stated in the Contract, nothing in these terms and conditions or use of the other party's IPR shall be construed as the transfer or grant of any interest in any such rights.
- b) The Customer shall retain all IPR in any Bespoke Materials created by Bell pursuant to the Contract.
- c) The Customer grants to Bell a non-exclusive royalty-free licence to use the Customer's Systems and Data to the extent reasonably required to perform the Services.
- d) For the avoidance of doubt, any licence granted pursuant to this clause 10 shall terminate with immediate effect upon expiry or termination of the SOW.

11. Intellectual Property Rights Infringement

- a) Each party shall indemnify the other and hold it harmless on demand, from and against all actions, claims, liabilities, demands, proceedings, costs (including reasonable legal costs) suffered or incurred by the other party by reason of claims that the possession or use of the other party's IPR infringes the IPR of a third party.
- b) Bell shall have no liability for any IPR infringement claim to the extent that it is based on (i) the use or combination with software, hardware or other materials not recommended by Bell, provided such infringement would not have arisen but for such use or combination; or (ii) use in a manner other than that for which it was designed or contemplated or (iii) any unauthorised modification of the Goods/Deliverables or Services by any other party; or (iv) any compliance with designs, plans or specifications provided by Customer.

12. Limitation of Liability

- a) Neither party seeks to exclude or restrict any legal liability it may have for breach of IPR, breach of Confidentiality, death or personal injury resulting from negligence of the other party, its employees, agents or Sub-Contractors.
- b) In no event shall Bell be liable for any (i) indirect, incidental, special or consequential damages (ii) included but not limited to; loss or corruption of data, loss of anticipated savings, loss of business, economic loss, loss of profits, loss of goodwill whether arising from Bell's negligence or otherwise. The exclusions contained herein shall apply irrespective of Bell being advised of such loss or damages.

- c) Bell's aggregate liability shall be limited to one hundred percent (100%) of the total Charges paid and payable pursuant to the SOW.

13. Termination

Either party may terminate the Contract at any time by notice in writing if the other party:

- a) is in material breach of any of its obligations under the Contract and (if the breach is capable of remedy) fails to remedy the breach within thirty (30) days;
- b) is unable to pay its debts as they mature or suffers the appointment of a receiver, administrative receiver or administrator or the whole or any part of its assets or is the subject of any bankruptcy proceedings.
- c) For the avoidance of doubt, the SOW may not be terminated by the Customer before completion of the Services.

14. Insurance

The Customer agrees to take out and maintain such insurance as is commercially prudent and reasonable with a reputable insurance company, including but not limited to employer's liability, public liability and professional indemnity. The Customer shall supply to Bell on request written evidence that such cover is in force for the required period.

15. Assignment and Subcontracting

- a) The Customer shall not assign the Contract without Bell's prior written consent, such consent not to be unreasonably withheld or delayed.
- b) Bell shall be entitled to assign or subcontract the Contract to any third party that it deems is appropriately skilled to provide the same. Bell shall remain primarily liable to the Customer for the acts or omissions of any Sub-Contractors.

16. Force Majeure

- a) Bell cannot accept any liability incurred in relation to the supply of Goods and Services where Bell's obligations are prevented, frustrated, impeded and/or delayed as a consequence of a Force Majeure Event.
- b) The Customer shall still be liable to pay all outstanding Charges during a Force Majeure Event.

17. Non-Solicitation

- a) The Parties undertake for the term of the Contract and for a period of twelve (12) months thereafter that they shall not employ (whether as employee or consultant) solicit or entice away the employees of the other party.

18. General

- a) If any clauses of the Contract are deemed or found to be invalid or unenforceable by a court of competent jurisdiction, such clauses shall be deemed omitted, all other clauses shall remain in full force and effect.
- b) No variation to the Contract shall be valid unless it is in writing and signed by a duly authorised officer of each of the parties.
- c) Nothing in the Contract shall be construed as creating a partnership or joint venture of any kind between the parties or as constituting either party as the agent of the other for any purpose whatsoever and neither party shall have the authority or power to bind the other party, or to contract in the name of, or to create a liability against, the other party in any way or for any purpose.
- d) These terms and conditions, together with the SOW comprising the Contract and any document expressly referred to herein, contains the entire agreement between the parties relating to the subject matter covered and supersedes any previous agreements, arrangements, undertakings or proposals, written or oral between the parties.

19. Governing Law

- a) These terms and conditions the Contract shall be governed by, and construed in accordance with, the laws of England and Wales and each party hereby submits to the exclusive jurisdiction of the English Courts.

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