

Definitions

1. "Client" means the client to whom HTG is providing the services.
2. "HTG" means Howell Technology Group Limited, its subsidiaries and any of its subcontractors.
3. "Services" means the services which HTG will perform as described in a packaged service description or a signed statement of works.
4. "Data" means client data to the extent that it relates to their requirements for services or is necessary for the proper provision of the services to the client.
5. "Normal Working Hours" means 9.00am to 5.30pm on a working day.
6. "Working Day" means Monday to Friday, excluding Bank or other Public holidays in England.
7. "Statement of Works" means the document agreed by the parties which specifies the services to be provided and the requirements for their provision.
8. "Equipment" means the products sold by HTG as set out in the statement of works or in a packaged service description.
9. "Out of Hours" means time outside of normal working hours.
10. "Packaged Service" means a standard pre-defined and repeatable service offering which HTG will perform as described in a packaged service description.
11. "Packaged Service Description" means the document setting out the scope of a packaged service.

Orders

1. All contracts for the provision of services and equipment by HTG shall be deemed to incorporate these terms and conditions, which shall prevail over any other terms from the client. Once an order has been received, if the client wishes to cancel the order, the client will be liable for the cancellation and postponement charges as set out in these terms and conditions (see "Cancellation/Postponement" below).
2. All orders are subject to acceptance and to availability to provide the devices ordered: HTG is entitled to refuse any order placed by the client.
3. The client undertakes that all details it provides to HTG for the purpose of purchasing equipment or services are correct.

Prices

1. Services and equipment, together with VAT, are invoiced at the price as set out in the statement of works or quote. The statement of works and quote pricing are valid for 30 days only from the date of the statement of works or quote, unless otherwise stated therein.
2. HTG reserves the right to modify the prices from time to time for future orders.
3. Any estimates made by HTG for the cost of any services and equipment shall be estimates only. Whenever estimated prices are quoted, HTG shall use all reasonable efforts to perform the relevant services at the estimated price but in no event shall such

estimates constitute a fixed price or a not-to-exceed price agreement unless stated otherwise in the statement of works or quote.

4. Any prices quoted by HTG in a local currency may be adjusted by HTG due to fluctuations in the US Dollar/Euro exchange rate.

Delivery, Title and Risk

1. HTG shall use reasonable endeavours to despatch equipment by the date agreed with the client, but does not accept liability for failure to deliver within the stated time where this is caused by circumstances beyond HTG's control. This may include, but shall not be limited to such as delays caused by couriers or manufacturer lead times. If it appears a delay may be likely, HTG shall use all reasonable efforts to contact the client and advise of the delay.

2. HTG does not accept liability for shortages or damage to deliveries unless the client notifies HTG of the shortage or damage in writing within 48 hours of receipt of the delivery.

3. Clients are required to be able to accept the equipment when they are ready for delivery within normal working hours.

4. Title in the equipment does not pass to the client until payment is received in full by HTG. In any event title in software shall remain with the software vendor.

5. If the client cannot accept delivery, HTG may at its option: (a) store and insure the equipment at the client's expense and risk or (b) sell the equipment at the best price reasonably obtainable and (after deducting reasonable storage insurance and selling costs) pay to the client any excess over the sale price or charge the client for any shortfall or (c) rearrange delivery provided that HTG may charge the client for the additional delivery costs incurred.

Product specifications

If HTG cannot supply the equipment ordered by the client, HTG reserves the right to offer equipment of equal or superior quality at no extra cost. In such a case, if the client does not wish to accept the alternative equipment offered, it may cancel the order and require the refund of any money paid to HTG in respect of that order, including carriage charges. This shall be the sole remedy of the client in these circumstances.

Pre-requisites & Essential Requirements

1. The client shall provide HTG and its staff sufficient working space as well as such access to the client's personnel, files and equipment at the client's facility as HTG reasonably deems necessary for the performance of the Services.

2. The client shall:

- Comply with the obligations set out in these terms and conditions;
- Undertake the specific obligations specified in the statement of works or packaged service description;
- Ensure that any assumptions or dependencies set out in the statement of works or packaged service description are fulfilled or complied with as the case may be.

3. If the client fails to fulfil any of its responsibilities under these terms and conditions in a proper and timely manner and such failure causes a delay in the performance of the services or results in additional costs to HTG, HTG shall take such action as it deems reasonably prudent and shall provide the client with a written specification of such delay and the resulting costs. The client agrees to pay these costs to HTG at the then current standard HTG rates for the services involved.
4. In the event that HTG removes any of the client's hardware from its site, unless it is otherwise specifically agreed in writing by the parties at the time, HTG shall be entitled to assume that all data of a sensitive nature and personal data (as defined by the Data Protection Act 1998) has been removed from the tapes or other media and the client agrees to indemnify HTG from all and any claims and proceedings made or brought by any person in respect of any loss, damage or distress to that person by reason of any wrongful disclosure of any personal data on any such media or tapes.
5. Client shall be solely responsible for maintaining back-up copies of all data.
6. Unless specified in the statement of works or packaged service description, services do not include any electrical, network or external communications infrastructure cabling specification or installation.
7. All such network cabling and associated sockets should be in their correct location and tested by the client prior to the equipment installation date.
8. All agreed equipment locations will be final and adequate power sockets must be available.
9. No additional work will be undertaken if not included on the statement of works or packaged service description. A request for change document may be drawn up by HTG to cover such work but it must be agreed and signed by the client before such additional work can be carried out.
10. Under no circumstances will any equipment be released or the client given access to any equipment, until HTG has finished the services unless otherwise expressly stated in the statement of works or packaged service description.
11. Any existing equipment belonging to the client being utilised or connected, must be fully operational and virus free, and fully accessible to HTG during the installation.
12. Delays on site caused by faulty equipment, not supplied by HTG, services not being ready, or access restrictions may incur additional charges at the then current HTG rates.

Service Performance

1. HTG shall use reasonable endeavours to provide the services by the date agreed with the client, but does not accept liability for failure to deliver within the stated time where this is caused by circumstances beyond HTG's reasonable control. If a delay is likely, HTG shall contact the client and advise of the delay.
2. Unless otherwise agreed, the arrival time on site is for a 9.00am start on the date booked.
3. Installation and completion dates are an estimate and are dependent on the client complying with its obligations and third parties complying with their obligations. Installation and completion dates are not guaranteed. If, solely due to HTG's negligence, a component of the services is unreasonably delayed the client's sole remedy is to reject that component.
4. Clients are required to give HTG access to provide/install the services within normal working hours and out of hours (where agreed).
5. If the client cannot allow HTG access to provide/install the services on the agreed date HTG may re-arrange provision/installation of the services provided that HTG may charge the client for the additional costs incurred at the then current HTG rates.

6. It is the responsibility of the client to ensure that the services provided correspond with the statement of works or packaged service description.

7. Upon completion of the services, client will be notified of the same. The services are deemed to be accepted if the client has not raised any concerns in writing with HTG within 3 days thereafter.

Software

Any software provided as part of the services is subject to any accompanying end user license agreement and the terms thereof. The client agrees to be bound by the same.

Payment

1. HTG shall invoice the client on the payment dates specified in the statement of works or in the packaged service description, if none are specified, HTG shall invoice customer: on acceptance of the customer's order in respect of software; on shipment in respect of hardware; on completion of professional services or monthly in arrears in respect of recurring services unless otherwise agreed in writing; and in advance in respect of maintenance and support services. Payment is due on presentation of invoice unless credit terms have been agreed in writing with HTG.

2. If payment is not made on the due date, HTG will be entitled to charge interest daily on the outstanding balance at the rate of 3% above HSBC Bank PLC base lending rate from time to time and in any event an administration fee in the sum of £50 shall be applied to each overdue invoice.

3. The provision of any services outside the scope of the services as set out in the statement of works or packaged service description shall be billed to the client at the then current HTG rates for such services.

4. Amounts stated do not include taxes. All additional taxes or duties which HTG shall have to pay or collect in connection with the provision of the services shall be borne by the client (except for taxes based on HTG's income). VAT will be charged at the rate prevailing at the date of invoice.

Cancellation/Postponement

Once a purchase order has been received for the services defined within the statement of works or packaged service description, the client will be liable for the following cancellation and postponement charges;

1. A minimum of 7 days in advance of cancellation/postponement date will result in only days/effort actually worked being billed for, this includes the notice period.

Notwithstanding the above, any built-to-order or non-cancellable hardware or software cannot be cancelled.

Confidentiality

1. Both HTG and the client acknowledge that they may receive information and material constituting trade secrets concerning the business, finances, systems, products and documentation of the other ("Confidential Information"). Confidential information shall be limited to information clearly identified as confidential. Both HTG and the client agree to protect and preserve the confidentiality of the other's confidential information using the same standard of care as it uses to protect its own confidential information of a similar nature, but in no event using a lesser standard than a reasonable standard of care. The parties agree to hold each other's confidential information in confidence while the services are being performed and for a period of three years thereafter.

2. Both HTG and the client will only divulge confidential information to those employees, sub-contractors and agents who have entered into a binding written agreement to maintain confidentiality and for whom knowledge of the confidential information is necessary for the proper performance of their duties.

Intellectual Property

1. All service data collected by HTG (including but not limited to asset data bases, call data and system configuration details) shall belong to HTG.
2. All intellectual property rights in the services provided by HTG shall belong to HTG.

Warranties

1. HTG warrants that:- (a) it shall use reasonable skill and care to carry out the services to the generally accepted industry standards and the services shall be supplied and rendered by appropriately experienced, qualified and trained personnel in a professional and workmanlike manner (b) the services will be free from defects for a period of 30 days after completion. The client shall report in detail any deficiencies in the services to HTG in writing within 3 days of completion of the services. In the event of a breach of warranty, client shall allow HTG the opportunity to correct errors or re-perform the services so as to comply with the warranties set out in sub clauses (a) and (c). (c) the services, when supplied, shall conform to the description and service level agreements set out in the relevant statement of works or packaged service description; (d) the provision of the services and clients' use thereof shall not infringe any intellectual property rights of any third party. This warranty does not apply insofar as it relates to items of hardware, software or other equipment manufactured by third party OEM's; (e) where the provision of the services involves the supply or fitting of spare parts, title to such parts shall pass to the client once the relevant part is fitted and the parts removed

shall become the property of HTG, unless otherwise specified in a statement of works or packaged service description;

2. HTG cannot be held responsible for any fault or damage not caused by HTG. In the event of a claim arising relating to the level of skill and judgement applied in the course of providing services, HTG reserves at its sole discretion the right to appoint an independent expert in the field to appraise the work carried out in the execution of the services. Additionally, HTG cannot be held responsible for equipment installed or configured when the equipment has subsequently been altered or configured by persons other than HTG.
3. In relation to equipment, HTG warrants that HTG does not sell products on a trial basis. clients are strongly advised to check suitability and specifications of Equipment before ordering. In some instances, clients may benefit from special price discounts issued by a manufacturer specifically for their benefit. Such equipment is not returnable to the manufacturer and may not be sold to other clients.
4. Unless otherwise stated in the manufacturer's documentation, all equipment delivered to a UK mainland address carries a manufacturer's warranty. Clients who wish to make a warranty claim must comply with the manufacturer's instructions and warranty procedure.
5. No software on which seals have been broken can be returned for credit. If any software discs are faulty, the manufacturer will replace them. Please note software licences are non-returnable unless the software is materially non-compliant with its specification or the physical media on which it is supplied is defective.
6. Except as set out here all warranties and conditions, whether express or implied by statute, common law or otherwise relating to the services are hereby excluded to the fullest extent permitted by law.
7. The client warrants that it has the authority to provide information and personal data to HTG and authorises HTG to handle the client's information and personal data and to transfer it to third parties to the extent required to deliver the services.

HTG's liability

1. HTG shall under no circumstances be liable for any consequential or indirect damage or loss, however caused, including (but not restricted to) loss of business or profits in the ordinary course, loss of goodwill, damage to trading relationships loss of data and other financial loss. HTG's liability in respect of all other losses shall be limited to the invoiced amount of the relevant order.
2. Nothing in this agreement shall limit HTG's liability for death, personal injury fraud or fraudulent misrepresentation.

Force Majeure

Where, in spite of its reasonable efforts, HTG is unable to perform an obligation due to circumstances beyond its reasonable control, it shall not be deemed to be in breach of its contract with the Client.

Termination

1. If either party materially breaches any of its obligations and the breach has not been remedied within 30 days after written notice is given to the defaulting party specifying the breach, the party not in default may by written notice terminate this agreement (including

the relevant statements of works or packaged service description) as of the date specified in such termination notice.

2. Either party may terminate this agreement or the relevant statement of works or packaged service description or suspend work if: (a) the other party fails to promptly pay any amount due to be paid under this agreement or statement of works or packaged service description; or (b) the other party passes a resolution for winding up (save for the purpose of solvent amalgamation or reconstruction) or suffers a winding-up order being made against it; or (c) a receiver, administrative receiver, administrator or similar officer is appointed over the other party.

Errors and Omissions

1. HTG makes every effort to ensure that all prices and descriptions quoted are correct and accurate. In the case of a manifest error or omission, HTG will be entitled to rescind the contract, notwithstanding that it has already accepted the client's order and/or received payment from the client. HTG's liability in that event will be limited to the return of any money the client has paid in respect of the order. In the case of a manifest error in relation to price, the client will be entitled to purchase the equipment or services by paying the difference between the quoted price and the correct price, as confirmed in writing by HTG after the manifest error has been discovered.

2. A 'manifest error', as the term is used in sub-paragraph (1) above, means, in relation to an incorrect price, a price quoted in error by HTG which is more than 10% less than the price that would have been quoted had the mistake not been made.

Compliance with relevant requirements

1. The client shall: (a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (relevant requirements); (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; (c) have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the relevant requirement, the relevant policies and clause (a), and will enforce them where appropriate; (d) promptly report to HTG any request or demand for any undue financial or other advantage of any kind received by the client in connection with the performance of this agreement; (e) immediately notify HTG if a foreign public official becomes an officer or employee of the client or acquires a direct or indirect interest in the client (and the client warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this agreement);

2. Breach of this clause shall be deemed a material breach.

3. For the purpose of this clause, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under

section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

General

1. If any provision in these terms and conditions is held to be invalid or unenforceable, it shall be deemed severed from the terms and conditions and this shall not affect the validity or enforceability of the remaining provisions.
2. Any variation of these terms and conditions must be in writing and signed by a duly authorised HTG official.
3. Any notices given under these terms and conditions shall be in writing and sent (a) by first class pre-paid post to the last known address of the party; or (b) by fax to their last known fax number; or (c) by e-mail to the last notified e-mail address of the party.
4. These terms and conditions shall be governed by and construed in accordance with the laws of England & Wales and the parties submit to the non-exclusive jurisdiction of the English courts.
5. HTG may at its discretion record telephone transactions for staff training and quality control purposes.