

J WERNER CONSULTING LTD

General Terms and Conditions

October 2018

1. Definitions

In these general terms and conditions ('GTCs'), the terms below are defined as follows: ‘

1. JW Consulting means J WERNER CONSULTING LTD, registered company no.: 11830861, Registered office: First Floor, Telecom House 125-135 Preston Road, Brighton, East Sussex, BN1 6AF
2. 'Clients' means JW Consulting clients, resellers, specialist dealers and partners and third parties which place orders with JW Consulting.
3. 'Issuing orders' means ordering or subscribing to one of JW Consulting's services. Orders may be issued orally, in writing or online via JW Consulting's websites.
4. 'Client's contract' is a general term covering subscriptions, lease agreements, contracts for sale, works, service, support and other similar contracts including any agreements between the Client and JW Consulting.
5. 'Services' is a general term covering the services JW Consulting offers, which include goods, third party products and services and other services provided to the Client.
6. 'Charges' is a general term covering costs incurred such as monthly license fees, set-up fees, registration costs and other charges and costs due to JW Consulting in connection with services to clients.

2. Scope

These GTCs and their associated annexes govern all business dealings between the Client and JW Consulting.

3. Validity

The present GTCs supersede all previous agreements and the Client accepts them in placing orders or accepting services. They also apply with binding effect to future business dealings with JW Consulting, even if not cited expressly. Any of the Client's terms and conditions which conflict with them which JW Consulting does not accept in writing are expressly dismissed and/or are not binding in any event. JW Consulting may vary the present GTCs and replace them with new terms and conditions, which will be posted online or communicated to clients otherwise, at any time. The amended terms and conditions will then apply to all orders issued as of when they are published. Our current terms and conditions are available at www.jochen-werner-consulting.com at any time.

4. Service specifications

The services JW Consulting is to provide are as defined in the service specifications concerned and, together with the client's contract and the present GTCs, form the foundations of the contractual relations between the Client and JW Consulting. Should there be any conflict between the specifications and these GTCs, the latter will prevail. Should JW Consulting find that the service specifications are incorrect, it will send the Client a corrected version.

5. Offers

JW Consulting offers clients national and international services in the fields of Internet, network and system solutions. All offers made are without obligation as to delivery options and deadlines.

If offers do not say when they are binding until, daily prices will apply as of the date of offer. Offers are based on JW Consulting's knowledge of what Clients' current situation IS and/or information available on the Client in question. If any additional services are required because the information provided when placing an order was insufficient, we will notify Clients accordingly before performing them and invoice Clients additionally once they have confirmed them.

JW Consulting advises on applications based on the best of our knowledge and experience. All details and information on suitability and applications are given without obligation, and do not release Clients from their own obligations to examine and test.

6. Drawings, design instructions and documents

JW Consulting reserves exclusive title and intellectual property rights to all drawings, calculations, documents and other information furnished in connection with an offer or project. These documents are classified as confidential and entrusted to Clients personally, and may not be disclosed to any third parties or copied without JW Consulting's consent in writing.

JW Consulting may require the client return all documents and any electronic data if they refuse the offer or if the contract should be rescinded. Clients also agree to delete and destroy all information still available in that event.

7. Confidentiality

Both parties agree not to use any confidential information which comes to their attention from any offer, project or current business dealings except in the course of the client's contract and/or providing the services. Both parties are responsible for ensuring that information designated as confidential cannot be disclosed to any third parties.

8. Support services

Support services are described in service specifications. Should Clients require additional support services, these will be billed separately.

9. Orders

Orders issued are not binding on JW Consulting until it confirms it has received them. Orders are accepted subject to the Client being sufficiently solvent. Orders below a minimum value (GBP or EUR) per order will be subject to a minimum charge. Any minimum charge and markup factors will be laid down in service specifications or the client's contract. If minimum (drawdown) terms are agreed, the client agrees to abide by these for the period of time agreed. Orders placed online will be deemed to be binding even if triggered accidentally.

10. Post-order amendments

Any additional services will be claimed before being performed, and will be charged extra once confirmed by the client. Any reductions in services will be taken into account in final invoices.

11. Cancellations

Orders cannot be cancelled once issued, as a general rule; but should JW Consulting be prepared to cancel an order, the following will apply: the cancellation charge will be 100% of order value or estimated project/order value for non-fixed-price contracts.

12. Intellectual property

The client will be granted a non-transferable non-exclusive right to use the services for as long as the contract runs. For details of the content and scope of this license, see service specifications concerned and annex on terms and conditions of use for online services. All intellectual property rights to JW Consulting's services will remain with JW Consulting or third party rights holders unless expressly agreed otherwise. Where rights are held by third parties, JW Consulting warrants that it holds the licenses and distribution rights accordingly.

13. License and user rights

Software-related services are subject to the terms and conditions of license of the licensor concerned. In accepting this license, the client agrees to comply with it. The client warrants that the domain names it registers or manages do not infringe any third party trademarks or other intellectual property rights; it also warrants that it will comply with the rules and procedures of the competent authorities and registers concerned in each case. The client hereby waives any action in law against JW Consulting which may arise out of any acts or omissions on the part of those authorities and/or registers. The client may not use any names, registered trademarks, trade names or other exclusive marks without the respective holder's prior consent in writing. All rights, including copyrights, and all powers resulting from them, will remain with the manufacturers in full.

14. Proofs of connection

Only the client itself may demand proof of connection. For third party applications, JW Consulting must be furnished with a written power of attorney from the client.

15. Fees

The fees which the client is liable to pay for services are as shown in the client's contract and/or its constituent parts. The current price on the date of delivery applies in particular; JW Consulting may rescind the contract if the client refuses to pay them. Prices may be adjusted in response to specific cost increases (e.g. labor and materials) and to exchange rate differences. Should access to services be barred, the client will be charged the normal fees while they are barred. JW Consulting will also charge barring and unbarring fees as laid down in the annex on terms and conditions of supply and payment. All fees are in Great Britain Pound (GBP) or Euro (EUR) net ex JW Consulting's registered offices. Invoices in foreign currencies are payable in the currency concerned without deductions or commission. Packing, transport, insurance, installation, training, user support and other fees, and VAT at the current rate at the time of invoicing may be charged separately. Hourly rates and travel costs will be subject to the terms below unless the contract specifies otherwise:

- The hourly rate per person specified in the contract will apply to all services performed.
- Overtime is agreed to be all hours worked outside the official eight hours a day from Mondays to Fridays including weekends and statutory public holidays, and will be charged for at +50%.
- Travel time = 50% of contractual hourly rate
- Expenses and other disbursements at cost

Fees may be varied at any time without notice.

16. Payment terms

The payment terms and conditions are laid down in the annex on terms and conditions of payment and delivery. Services will normally be billed as they are delivered and/or performed. Cheques and bills will not be deemed to have been paid until they are cleared. JW Consulting does not include discounts in its estimates, so no reductions are available for payment ahead of time. Netting and withholding payments due to counterclaims are not allowed.

Should the client be late in making payment, contrary to the terms stated above, JW Consulting may

- Suspend services
- Reduce or cancel its credit limit
- Demand payment of all outstanding amounts immediately, and
- Demand security, cash in advance, cash on delivery or bank guarantees for orders already issued or to be issued.

If they exceed payment terms agreed, clients agree to pay late interest, reminder and collection charges as shown in the annex on terms and conditions of payment and delivery. If JW Consulting refuses to accept orders issued, the client will still be liable to pay fees.

17. Credit limits

JW Consulting may set and vary credit limits for clients, and, if clients reach those limits, bar their access to services and to new services. New clients will generally be expected to pay in advance or cash on delivery for their first orders. Limits are reviewed constantly and adjusted to suit the volume of business if possible, on receiving information accordingly. JW Consulting reserves the right to supply clients on payment in advance or cash on delivery terms and/or demand guarantees as security.

18. Resale rights

Nothing agreed or done under these general terms and conditions may be interpreted to mean that JW Consulting and the client are engaged in any exclusive contractual relationship, company, joint venture or any other cooperative unit. The client may resell the services made available to them in the course of client's contracts to third parties except insofar as the client's contract concerned states otherwise. The client buys and sells the services on its own behalf and for its own account. The client warrants expressly that it will not pass itself off as representing JW Consulting in any business dealings and will not give any undertakings or assurances on JW Consulting's behalf.

19. Amendments to contract and assignability

The client must put any amendments to contract in writing. Waiving services is subject to the same terms and conditions as terminating the contract. The client may not assign any current contracts to third parties without JW Consulting's consent in writing. JW Consulting may engage suppliers or third parties to perform all its contractual obligations, wholly or in part. In the event of technical changes, to protect the client's investment, JW Consulting assures them they may use their systems during a reasonable transition period.

20. Term and termination

The client's contract is concluded indefinitely unless agreed otherwise. Either party may terminate it at sixty (60) days' notice in writing unless the client's contract or service specifications provide otherwise. If a minimum term is agreed and the client terminates the contract before it ends, it will be liable to pay JW Consulting's fees for the time remaining.

21. Delivery and performance terms

When confirming orders issued, JW Consulting will select how they are to be delivered and/or transported to the client. Should the client require otherwise, they will bear the additional costs. Before providing the services, JW Consulting will conduct tests as it sees fit to confirm they are in accordance with the client's contract, and will notify the client before activating and/or delivering those services once it completes those tests successfully.

22. Force majeure

Despite taking every care, should JW Consulting be unable to meet its contractual obligations due to circumstances of force majeure such as natural events of particular intensity, warlike events, strikes, unforeseen official restrictions etc., the performance of the contract or the contract completion date will be deferred for as long as the circumstances which have arisen persist, although JW Consulting may rescind the client's contract.

23. Delivery deadlines

All delivery deadlines which JW Consulting states will be deemed to be approximate. Under no circumstances can overrunning delivery dates give cause for actions for damages or right to rescind the contract. Deliveries may be made in part. Standard products available from stock will normally be delivered via a logistics partner within 24 hours. If JW Consulting delivers products to clients or clients collect them themselves, the risks will pass to the client when they are notified products are ready. Stockholding orders are accepted at the client's risk and charged for separately. Specific project deadlines and terms are agreed in the client's contract.

24. Dispatch

Products are normally dispatched from JW Consulting's registered offices or a partner's logistics center as a general rule. All shipments, including any returns, will be made at the client's risk and expense unless expressly agreed otherwise. Risks pass to the client as soon as products leave store. Should dispatch or delivery be delayed at the client's request, the risks will pass to the client from the date they are ready to be dispatched. Special deliveries such as express delivery or cash on delivery shipments will be charged extra.

25. Ex-works deliveries

Where products are supplied and invoiced directly by the manufacturers' works, those works' terms and conditions will apply to the client, in which case the present terms and conditions will not apply. No actions for damages or claims of any other kind may be made against JW Consulting.

26. Incorrect deliveries and returns

When they receive products, customers must check them immediately and report any delivery defects within the time stated in the annex on terms and conditions of delivery and payment orally or in writing. No returns can be made after this time. Products cannot be returned unless they are complete, in their original packaging and unused. Authorization (RMA no.) must in principle be obtained from JW Consulting before making returns. Issuing an RMA no. does not imply recognizing any fault or other complaints by the customer in any way. Customers are responsible for ensuring returns are transported professionally and insured. Returns without valid RMA nos. will be returned unchecked at the client's or shipper's risk and expense, and the handling costs as stated in the annex on terms and conditions of payment and supply will also be due. The following in particular are non-returnable:

- Procurement products
- Consumable
- Products damaged by customers
- Equipment which has been used
- Protective packaging has been opened
- Software packs which have been opened
- Licenses which have been opened

27. Reservation of title

Services delivered will remain JW Consulting's property until all amounts due under the business transaction are paid in full. JW Consulting may recover products and/or services which are under reservation of title. If mixed or processed, JW Consulting will have joint title rights to the new

product. Customers may redispense of reserved goods in the course of normal business, but may not pledge them or use them as security. Customers must safeguard JW Consulting's reserved rights when reselling reserved goods on credit.

28. Privacy, Data protection and Security

Customers acknowledge and accept that it is their responsibility to take suitable measures to protect their data, sending data and systems. Customer accepts JW Consulting's Privacy and Security Statement (www.jochen-werner-consulting.com), which are an integral part of this document.

29. Customers moving to new premises

Customers are free to request services to be provided to further or replacement locations by sending JW Consulting a change form specifying the terms and charges for a move in good time.

30. Maintaining services

JW Consulting will notify clients of any maintenance work in advance, except in an emergency and if problems arise.

31. Warranties

JW Consulting warrants to clients that it will provide its services with care and in accordance with contract. In principle, complaints of any kind and/or manifest faults must be complained of immediately, otherwise services will be deemed to be accepted. JW Consulting warrants its services will not show any materials or production faults and will be performed in working order in accordance with the details as specified in clients' orders or service specifications, and that the individual services will be in accordance with the service levels and specifications as specified in the client's contract in question in all essential aspects. JW Consulting does not oversee and takes no responsibility for content of information communicated via the services it provides. In particular, it does not accept any liability for the correctness or quality of the information communicated via the services it provides. This warranty excludes any defects other than as stated and any losses which arise through improper operation or use. Should any services which JW Consulting installed be relocated without the appropriate notice of change, or should any unauthorized parties intervene from outside or should any third parties attempt to make repairs, all warranties will be void. If any problems arise during the warranty period, this will not justify clients in rescinding their contracts. The warranty period is as stated in the client's contract. Extended warranty periods may be granted under separate warranty agreements. Any warranties which the manufacturers do not cover will be charged to clients. If the defects as stated above arise during the warranty period and are complained off within that time, JW Consulting may either remedy them, replace the defective services or refund the charges, as it sees fit, with JW Consulting having the right to rescind the contract. Services replaced will become JW Consulting's property, with no right of reduction or rescission. No warranties or assurances are given other than those stated expressly here, whether they be stated expressly, implied or provided by law; any implied warranties are excluded expressly. Nor can JW Consulting accept any further warranties, e.g. that [its services] will work within a communications network or with a given application unless these are stated expressly in the client's contract. JW Consulting cannot in particular give any warranty that the services supplied can be resold or that they are suitable for any given purpose. Insofar as JW Consulting uses or adapts open source components such as GPL licenses as instructed, JW Consulting cannot be deemed to supply

or license those components, and any actions against it under warranty in law and fact are expressly excluded.

32. Warranty procedure

Clients must contact JW Consulting via the published problem hotlines or service contacts. If products are supplied, clients must take or send the defective products with a detailed description of the faults and copy invoices to the supplier's or service address JW Consulting specifies. For further return terms and conditions see section 26.

33. Liability

JW Consulting and its partners will not be liable for any losses other than those they cause intentionally or through gross negligence. Any liability on JW Consulting's part for any indirect or consequential losses, losses in consequence of faults, loss of profits, savings not made and/or loss of service or data is expressly excluded. JW Consulting confirms that some of the systems it sells are designed and made abroad: so these systems have not been verified to see that they meet Swiss standards, particularly safety and accident at work standards and will not therefore be entirely compliant with them. Clients warrant that they hold the licenses, concessions and consents required by current rules and regulations to connect and operate the services at all times. Clients will be liable for any damage they cause to the services which JW Consulting provides or to their networks through their own acts or omissions. The same applies to any breach of contract for which clients, their staff, agents or suppliers are liable and/or should the equipment and devices they supply fail or suffer any operating problems. Clients are responsible for complying with customs and re-export rules on resales and exports. Any obligations which clients assume towards their own clients will not affect JW Consulting in any way. Any and all liability provisions in service specifications are reserved.

34. Severability clause

Should any of these provisions prove to be invalid or contain a loophole, those provisions will be replaced and/ or extended by valid provisions which come as close to the financial purpose of the original provision as possible. This will not affect the validity of the other provisions.

35. Jurisdiction and place of performance

All obligations arising out of the contractual relationship are governed by UK law. The parties elect London as jurisdiction in respect of any and all disputes in law which arise out of the contractual relationship and/or as to its creation and/or validity.

36. Hiring of Employees

Should the client, while under contract with JW Consulting, hire away one of its employees, the client agrees to pay JW Consulting the equivalent of 1 year salary.

37. Annexes

The annexes below form an integral part of these general terms and conditions of business:

- Payment and delivery terms and conditions
- Privacy and Security Statement