

ADSS Global Ltd
Standard Terms And Conditions For Supply Of Products and Services

These are the terms and conditions of supply of ADSS Global Ltd ("ADSS") in relation to the provision of Products and Services. These terms shall be deemed accepted by our customers upon their placing an order with us:

1 DEFINITIONS

In this document the following words shall have the following meanings:

- 1.1 "Agreement" means these Terms and Conditions together with the terms of any applicable SOWs, Work Orders, Quotations and Software Specifications;
- 1.2 "Products" means any hardware or "off-the-shelf" software products, "Services" mean Consulting, Training or Software Development services;
- 1.3 "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable;
- 1.4 "SOW or SOW Documents or Proposal" means a Statement of Work, Work Order, Quotation, Proposal, Software Specification or other similar document describing the products or services to be provided by ADSS;
- 1.5 "Customer" means the organization or person who purchases products or services from ADSS;
- 1.6 "Supplier" means
ADSS Global Ltd,
Apt 163
1 William Jessop Way
Liverpool
L3 1DZ

2 GENERAL

- 2.1 These Terms and Conditions shall apply to all contracts for the supply of Products and Services by the Supplier to the Customer.
- 2.2 Before the supply of products or commencement of services, ADSS shall submit to the Customer a SOW which shall specify the products and services to be delivered and performed and the costs and fees payable. The Customer shall notify ADSS immediately if the Customer does not agree with the contents of the SOW. All SOWs shall be subject to these Terms and Conditions, unless specifically stated in the SOW.
- 2.3 ADSS shall use all reasonable endeavours to deliver all products and complete the services within the estimated time frames.

3 FEES AND PAYMENT

- 3.1 The costs for the delivery of products and the fees for the performance of services shall be set out in the SOW Documents. ADSS shall invoice the Customer for the products and services as detailed therein. For products; delivery will be deemed complete upon installation of hardware and software, and upon receipt, from the customer, of a signed delivery note / job sheet. For services; performance will be deemed complete upon receipt, from the customer, of a signed job sheet for Consulting Services or a signed Evaluation Form for training services. Delivery and acceptance of bespoke software development will be deemed complete following the completion of successful user acceptance testing, and upon receipt, from the customer, of a signed Acceptance Certificate, or if no user acceptance testing has been carried out within a period of 30 days following delivery of the software,
- 3.3 Invoiced amounts for products shall be due and payable with order and invoiced amounts for services and bespoke software development shall be within 30 days of receipt of invoice. Discrepancies or disputes on invoices must be reported to ADSS within 5 working days of receipt of the invoice in question. ADSS shall be entitled to charge interest daily on overdue invoices from the date when payment becomes due from until the date of payment at a rate of 1.5% per month. In the event that the Customer's procedures require that an invoice be submitted against a purchase order to payment, the Customer shall be responsible for issuing such purchase order before the products are ordered by ADSS from their suppliers or the services are rendered.
- 3.4 All direct airfare, hotel, and meal expenses for ADSS's personnel or their subcontractors incurred in the project implementation, for services conducted outside home base, shall be borne by the Customer unless otherwise agreed. Airfare and hotel and all other incidental expenses will be charged to the Customer at cost. Invoiced amounts for these costs shall be due and payable within 30 days of invoice date.

4 CUSTOMER'S OBLIGATIONS

- 4.1 To enable ADSS to perform its obligations under this Agreement the Customer shall:

- 4.1.1 - co-operate with ADSS;
- 4.1.2 - provide ADSS with any information reasonably required by ADSS;
- 4.1.3 - obtain all necessary permissions and consents which may be required before the commencement of the services; and
- 4.1.4 - comply with such other requirements as may be set out in the SOW Documents or otherwise agreed between the parties.

4.2 The Customer shall be liable to compensate ADSS for any expenses incurred by ADSS, or in respect of consulting services, time lost as a result of the Customer's failure to comply with Clause 4.1. These costs will be limited to:

- 4.1.1 – Travel expenses incurred by ADSS' personnel or their sub-contractors, including accommodation and meals as per Clause 3.4
- 4.1.2 – In respect of consulting services, the remaining time on any work order that was incomplete, or any open work orders that cannot be completed, but have been signed and accepted by the customer.
- 4.1.3 – Third party or subcontractor costs that have been incurred by ADSS, in preparation for, or in the delivery of any open work orders that have been signed and accepted by the customer.

4.3 Without prejudice to any other rights to which ADSS may be entitled, in the event that the Customer unlawfully terminates or cancels the services agreed to in the SOW documents the Customer shall be required to pay to ADSS as agreed damages and not as a penalty the full amount as set out in the SOW, and the Customer agrees this is a genuine pre-estimate of ADSS's losses in such a case. For the avoidance of doubt, the Customer's failure to comply with any obligations under Clause 4.1 shall be deemed to be a cancellation of the services and subject to the payment of the damages set out in this Clause. The damages will be limited to the full amount as set out in the SOW for any Products (including support) For Consulting services, the damages will be limited to the full amount of any remaining work orders that were signed and accepted by the customer prior to cancellation of the services agreed to in the SOW. For expenses, the damages will be limited to the full amount of the actual costs incurred at the time of cancellation of the services.

4.4 In the event that the Customer or any third party, not being a sub-contractor of ADSS, shall omit or commit anything which prevents or delays ADSS from undertaking or complying with any of its obligations under this Agreement, then ADSS shall notify the Customer as soon as possible and:

- 4.4.1 - ADSS shall have no liability in respect of any delay to the completion of any project;
- 4.4.2 - if applicable, the timetable for the project will be modified accordingly;
- 4.4.3 - ADSS shall notify the Customer at the same time if it intends to make any claim for additional costs.

5 ALTERATIONS TO SOW DOCUMENTS

5.1 The parties may at any time mutually agree upon and execute new SOW Documents. Any alterations in the scope of products and services to be provided under this Agreement shall be set out in the revised SOW Document, which shall reflect the changed products and services and applicable costs and fees and any other terms agreed between the parties.

5.2 The Customer may at any time request alterations to the SOW Document by notice in writing to ADSS. On receipt of the request for alterations ADSS shall, within 5 working days or such other period as may be agreed between the parties, advise the Customer by notice in writing of the effect of such alterations, if any, on the fees and costs and any other terms already agreed between the parties.

5.3 Where ADSS gives written notice to the Customer agreeing to perform any alterations on terms different to those already agreed between the parties, the Customer shall, within 5 working days of receipt of such notice or such other period as may be agreed between the parties, advise ADSS by notice in writing whether or not it wishes the alterations to proceed.

5.4 Where ADSS gives written notice to the Customer agreeing to perform alterations on terms different to those already agreed between the parties, and the Customer confirms in writing that it wishes the alterations to proceed on those terms, the SOW Documents shall be amended to reflect such alterations and thereafter ADSS shall perform this Agreement upon the basis of such amended terms.

6 WARRANTY

6.1 ADSS warrants that the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

6.2 Without prejudice to Clause 6.1, and except as expressly stated in this Agreement, all warranties whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the services to be provided by ADSS.

7 INDEMNIFICATION

The Customer shall indemnify ADSS against all claims, costs and expenses which ADSS may incur and which arise, directly or indirectly, from the Customer's breach of any of its obligations under this Agreement, including any claims brought against ADSS alleging that any services provided by ADSS in accordance with the SOW Documents infringes a patent, copyright or trade secret or other similar right of a third party.

8 LIMITATION OF LIABILITY

- 8.1** Except in respect of death or personal injury due to negligence for which no limit applies, the entire liability of ADSS to the Customer in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the fees paid by the Customer to which the claim relates.
- 8.2** Except in the case of Professional Misconduct or Proven Negligence, shall ADSS be liable to the Customer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever.
- 8.3** Nothing in these Terms and Conditions shall exclude or limit ADSS's liability for death or personal injury resulting from ADSS's negligence or that of its employees, agents or sub-contractors.

9 TERMINATION

Either party may terminate this Agreement forthwith by notice in writing to the other if:

- 9.1** the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 30 calendar days of being given written notice from the other party to do so;
- 9.2** the other party commits a material breach of this Agreement which cannot be remedied under any circumstances;
- 9.3** the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
- 9.4** the other party ceases to carry on its business or substantially the whole of its business; or
- 9.5** The other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

10 INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement will vest in ADSS, unless specifically agreed to in writing by ADSS.

11 FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

12 INDEPENDENT CONTRACTORS

ADSS and the Customer are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties. ADSS may, in addition to its own employees, engage sub-contractors to provide all or part of the services being provided to the Customer and such engagement shall not relieve ADSS of its obligations under this Agreement.

13 ASSIGNMENT

The Customer shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of ADSS.

14 SEVERABILITY

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall

continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

15 WAIVER

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

16 NOTICES

Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the SOW Documents or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

17 ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or SOWs, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both parties.

18 NO THIRD PARTIES

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.