

WESTERNWEB LTD
TERMS AND CONDITIONS FOR SUPPLY OF GOODS AND IT SERVICES

These Terms and Conditions will apply to and govern all Contracts under which WesternWeb Ltd agrees to supply goods and/or IT services.

Data Security

It is the customer's responsibility to ensure that prior to WesternWeb Ltd starting work on its computer system or other electronic equipment, that all critical data has been backed up, and that appropriate recovery procedures are in place. WesternWeb Ltd shall not be liable for any loss of data and/or information before, during or after any installation, repair, upgrade or diagnosis.

Software Licensing

It is the customer's responsibility to comply with the terms of use, distribution, duplication and any other requirements whether public or private in origin applicable to any software supplied through WesternWeb Ltd.

Public Domain Software

In the case of software that is available as "freeware", "shareware" or otherwise supplied from the public domain, such software is supplied to the client on an "as is" basis. WesternWeb Ltd makes no warranty as to fitness for purpose, performance or as to freedom from embedded malicious software.

Maintenance of Protection

It is the customer's responsibility to ensure that the effectiveness of any software supplied by WesternWeb Ltd is maintained, by acquisition from the original developer of such database files, programme patches or other revisions, as may become available from time to time.

Confidentiality

WesternWeb Ltd will maintain the confidentiality of the customer's files and/or data and undertakes not to provide any customer information to any third party save in the event it is lawfully required to do so.

Payment Prices

Payment shall be made no later than thirty (30) days from the date of invoice or by express written agreement between WesternWeb Ltd and the customer. In the event of late payment interest will accrue at the base rate of the Bank of England plus five per cent.

Delivery

The dates for delivery of goods, materials or execution of activities mentioned in any quotation or acknowledgement of orders are approximate only. If, in the case of the contract or any order involving more than one delivery, default is made in payment on the due date, WesternWeb Ltd shall have the right to suspend any further deliveries or activities pending payment, or to terminate the contract in its entirety.

Ownership of Goods

Title to the goods shall only pass to the customer upon payment in full of all sums owing or due to WesternWeb Ltd, whether under contract or otherwise.

Risk

Risk in the goods or material passes upon delivery to the customer's premises. Where material is transmitted electronically, risk will be deemed to have passed to the customer, upon the moment of transmission - not of receipt.

Liabilities

WesternWeb Ltd accepts no liability in respect of any problem(s) it may not remedy due to any matter beyond its control including but not limited to the age, specification or condition of the customer's hardware or software, customer's failure to provide appropriate software discs, drivers or product serial numbers or any fault with the customer's Internet Service Provider.

Under no circumstances shall WesternWeb Ltd be liable either in contract, tort or otherwise, to the customer, its employees, agents or any third party, for any injury or damages, including without limitation, any direct, indirect, special or consequential damages, expenses, costs, profits, lost savings or earnings, interruption to business activity, lost or corrupted data, or other liability arising

out of, or related to the goods or services provided by WesternWeb Ltd or out of the installation, deinstallation, use of, or inability to use computer equipment, hardware, software or peripherals. The customer will, upon demand, indemnify WesternWeb Ltd in respect of any loss, damage or injury arising from the provision of the services. For the avoidance of doubt WesternWeb Ltd has no liability for customer data lost or damaged incurred in any circumstances whatsoever.

WesternWeb Ltd shall not be held responsible for any loss, damage or injury arising from advice provided by WesternWeb Ltd or any of its staff.

Goods Provided by WesternWeb Ltd

WesternWeb Ltd may make recommendations to the customer or the customer may request that a product be provided by WesternWeb Ltd. All expressed or implied warranties, description, representations and conditions as to fitness or suitability for any purpose of any product, including but not limited to any item of software, hardware or peripheral provided by WesternWeb Ltd, are expressly excluded. For the avoidance of doubt, WesternWeb Ltd has no liability as to the suitability of any product manufactured, sold or supplied by any third party, whether or not that product has been recommended to the customer by WesternWeb Ltd.

Force Majeure

WesternWeb Ltd shall not be liable to the customer for any loss or damage which may be suffered by the client as a result of the delivery of goods, materials or the execution of a contract being delayed, prevented, hindered or made uneconomic by reason or circumstances or events beyond WesternWeb Ltd's control including, but not limited to:

- (a) Act of God, or riot, strike, lock-out, trade dispute, labour disturbance, restriction or ban on overtime, accident, fire, flood or storm difficulty or increased expense or;
- (b) Failure by the customer to give adequate instructions or supply the necessary information in due time or
- (c) Failure by any third-party to carry out their part of the work or otherwise perform their obligations when required.

Claims

All claims in respect of material, goods or non-execution of the Contract must be made in writing and received by WesternWeb Ltd no later than fourteen (14) days of the date of delivery to the customer, the customer's premises or the customer's vehicle, or in the case of electronic transmission, from the date of transmission.

Severance

If any provision shall be held to be contrary to applicable law, such provision shall be severed from the remainder, and the remainder shall continue in full force and effect.

Notices

Any notice hereunder shall be deemed to have been duly given if sent by pre-paid first class post, fax or e-mail to the party concerned at the address specified.

Law

All contracts to which these Terms and Conditions apply shall be governed and construed in accordance with the laws of England and Wales.

WesternWeb Ltd reserves the right to review and amend its terms and conditions from time to time.

WesternWeb Ltd. Registered in England and Wales No 04360414. VAT Reg No: 902 1524 71
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