

BiTEA Limited. Terms & Conditions of Supply

1. Definitions

You, the Customer, a person or company buying Products or Services from BiTEA.

Consumer a private person buying Products for private use. If you are a Consumer, please find your specific rights and exceptions in Section 19.

BiTEA Ltd (us, our, BiTEA) the Product vendor as identified on your invoice.

BiTEA Ltd branded product are products that are marked with the "BiTEA" brand, including components inside, and software where applicable.

Order Confirmation formal acknowledgement from BiTEA of Product or Service ordered by you from BiTEA.

Price as stated in the Order Confirmation from BiTEA

Product as described in the Order Confirmation from BiTEA.

Service Offering as described in the Order Confirmation from BiTEA.

BiTEA Support Package, as described in the BiTEA Support Package document provided to you from BiTEA.

Service Provider BiTEA or its authorised Service Agents.

Third Party Products all goods that are not BiTEA branded Products.

Software computer operating systems, middleware or applications.

Service means general service and support carried out by BiTEA or authorised Service Providers in accordance with the Service Offering, including Customer Factory Integration Services.

2. Application

This agreement applies to this Sale, Service and all statements made by BiTEA in brochures, price lists, adverts, quotations, on the internet or verbally. Any variations to this Agreement must be confirmed by BiTEA in writing. Any other Terms and Conditions are excluded. Placing your order means acceptance of this Agreement. This Agreement does not apply to Product purchases from a reseller or distributor nor is it a reseller or distribution agreement.

3. Quotations/Orders Contract

Quotations are only valid in writing and during the period that they state. If unstated, the period is 10 days (incl. third Party Products). Orders may be received by writing, internet, email, telephone or fax but are only binding on BiTEA when BiTEA sends a written Order Confirmation. Please check the Order Confirmation carefully and notify BiTEA of any errors or discrepancies in writing within 24 hours or by the end of the next working day, or the details stated in the Order Confirmation will apply to this sale agreement. BiTEA reserves the right to change Product specifications (incl. third Party Products) without notice.

4. Price & Payment Terms

Products and Service offering prices, tax, shipment, insurance and installation are as shown on your invoice. Changes to exchange rates, duties, insurance, freight and purchase costs (incl. for components and services) may cause BiTEA to adjust prices accordingly. Payment must be made before supply or, if agreed, within 30 days of the invoice date without further notice from BiTEA. In some cases there will be a request to pay all or a fraction of the invoice price upfront before delivery. Our standard terms are 30% upfront payment for orders over £50,000 and 50% upfront payment for orders over £100,000. Payment timing is of the essence. BiTEA may suspend deliveries or service until full payment is received for an order. In the case of Late Payment of Invoice the Late Payment of Commercial Debts (Interest) Act 1998, in conjunction with the Late Payment of Commercial Debts Regulations 2002, will apply. In either case, the costs of recovery shall be payable by you. Cheques may only be accepted conditionally.

5. Delivery/Title/Risk

The delivery period in the Order Confirmation is approximate. Delivery by instalments may be made on request. The place of delivery is stated in the Order Confirmation. Title to Product passes on full payment and until then you must insure our goods and you may not modify or pledge them. You may use the goods, without modification, in the ordinary course of business. BiTEA Ltd may take action to repossess goods if they are not paid for as agreed. Should you sell them before Title passes, you will become BiTEA's agent and the proceeds of that sale shall be held on our behalf, separately from your general funds. BiTEA may sue for the sales value of the goods before Title passes. If you refuse delivery without BiTEA's agreement, you must pay BiTEA's expenses or loss resulting from that refusal, including storage costs, until you accept delivery or pay the due

amount in full. Risk of the loss of the goods passes to you on delivery at the agreed delivery point. Any missing or damaged goods or packaging should be noted on the delivery note or waybill prior to signing it.

6. Acceptance

When you receive the Product you must inspect it for any defects or non-conformity, and if any, notify BiTEA in writing and within 7 days. After this period, you will be deemed to have accepted the Product. If BiTEA agrees to the return of a Product at its choosing, it must be in its original condition with packaging, with a valid RMA return note and proof of purchase. The return costs may also be payable by you.

7. Warranty

Hardware supplied by BiTEA. Unless otherwise stated, BiTEA branded Products will be free from defects for 12 months from delivery and spare parts for 90 days from delivery. Should Product be defective within this period, BiTEA will repair or replace product within a reasonable time or in some cases offer a refund. All reasonable care and endeavour will be used to resolve problems within a realistic period in the prevailing circumstances. BiTEA manufactures using components which are new or equivalent to new in accordance with industry standards and practice. Spare parts may be new or reconditioned. All batteries supplied by BiTEA including computer batteries are delivered with a one-year manufacturer's warranty. Computer BIOS batteries are considered a consumable item by PC manufacturer's and do not come with a warranty due to their nature, unless otherwise stated. Issues arising from a failed computer BIOS battery such as a requirement to reset the BIOS settings are not covered by warranty. A BiTEA warranty is given in place of all implied warranties and that such implied warranties are excluded to the fullest permitted extent. BiTEA may revise its limited warranties from time to time but any such change will not affect products ordered by you prior to the date of such change and will not affect your statutory rights.

Software belonging to BiTEA is tested extensively and is guaranteed to work with a defined range of products and software at the time of purchase. However, it interacts with many other pieces of software and hardware in order to carry out the tasks you require of it and can not be guaranteed to work with modified or updated versions of hardware and software supplied by other organisations which may change without notice.

BiTEA does not give a warranty guarantee protection for:

- i) damage caused by incorrect installation, use, modifications or repair by any unauthorised party or yourself,
 - ii) damage caused by any party (except BiTEA) or other external force,
 - iii) fitness for any particular purpose,
 - iv) Third Party Products and Software specified by you. You will receive the warranty or licence for these products directly from their manufacturer or licensor,
 - v) any instruction given by you and correctly performed by BiTEA.
- You must provide BiTEA, its staff and agents with all reasonable courtesy, information, co-operation, facilities and access to enable BiTEA to perform duties, failing which BiTEA shall not be obliged to perform any service or provide assistance. You are responsible for the removal of non BiTEA supplied products during service, the backup and confidentiality of all data in Product and all of your legal and regulatory requirements.

Please note that your calls to BiTEA may be monitored for training purposes.

8. Services

Services will be provided by BiTEA or its authorised agents. Response times are estimates and may vary according to the remoteness or accessibility of product location. Service may be provided via telephone or internet where appropriate. You must allow BiTEA to examine product at your and BiTEA's premises (at our choosing). BiTEA owns any replaced Product or parts resulting from repair and may charge you if these are not returned upon request. Unless stated in the Service Offering, the following are excluded from Service; work outside local working hours, weekends or on public holidays, items excluded from Warranty, changes to configuration, relocation, preventative maintenance, consumables, diskettes, portable storage devices, unnecessary work in BiTEA's assessment, electrical environment, transfer or data or Software, viruses, third Party Products will be repaired according to manufacturer's or licensor warranty. Parts not critical to Product function (e.g. hinges,

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doors, cosmetic features, frames) may not be serviced within Service Offering time period.

9. Custom Factory Integration

Custom Factory Integration (CFI) Services may be provided by BiTEA in accordance with Customer's instructions and technical specifications. You will specify and provide CFI or BiTEA may obtain CFI details at your instruction. BiTEA will indicate acceptance and/or validation of CFI procedures and will then carry them out as agreed in relevant published agreement documents. BiTEA may carry out CFI procedures under your instruction or under BiTEA Ltd technical advice, if agreed. BiTEA will not carry out CFI work if it is not technically feasible in our view.

10. Liability

BiTEA accepts liability for any private property loss or damage, death or personal injury caused by the negligence or deliberate misconduct of BiTEA, or our employees. Except for death/personal injury, this liability is limited to the lesser of £250,000 or the Price paid.

BiTEA does not accept liability for 1) indirect or consequential loss, 2) loss of business profits, salary, revenue, savings, 3) damage remedied by BiTEA within reasonable time, 4) loss avoidable by you through reasonable conduct, including backing up all data and following BiTEA's reasonable advice generally, 5) all items excluded from the Warranty or by Force Majeure.

11. Intellectual Property (IP)

BiTEA indemnifies you from all costs and liabilities from any claim that use of product infringes any third party IP. BiTEA may recall and exchange or modify Product or refund you, minus depreciation in this event. You indemnify BiTEA for any product or components or IP specified or owned by you and integrated into product supplied rented, hired or loaned to you. BiTEA is allowed to litigate, negotiate and settle claims and you must assist us. BiTEA retains all BiTEA owned IP in product. All BiTEA Limited Copyright, Patents and IP vested in the product remain the property of BiTEA. You must not reverse engineer or modify any BiTEA product including hardware or software without prior authorisation in writing from Bitea. You agree to take all reasonable steps to protect BiTEA IP, Copyright, Patents, Know-How, techniques and technical information and to treat such as if they were your own. You must notify BiTEA immediately of any infringing or unauthorised use of Product or IP in it. BiTEA does not indemnify you for 1) Third Party Products and Software, 2) unauthorised modification or 3) any claim caused by the use of Products in conjunction with anything not supplied by BiTEA.

12. Software

Software owned by BiTEA. BiTEA strives to improve its products in a continuous development programme. BiTEA will make reasonable endeavours to correct any errors reported to it in future releases of the Product but cannot guarantee to fix any specific problem. BiTEA operates a technical support service which is available to help with your problems. Support is not included in the purchase price of the BiTEA software unless specifically stated, but is available free of charge for 30 days following purchase. Further support and software upgrades are available as part of a BiTEA Support Package which is available to all registered users of BiTEA software at the price of an annually renewable fee. Details are available from BiTEA.

Software not owned by BiTEA is supplied subject to licence and warranty of the Software licensor. BiTEA encloses the Software licences that you require with the Product where necessary. You must comply with those licenses. If you choose not to accept the operating system licence at start up, if any, BiTEA will only accept the return of the entire product for refund.

13. Export Control

You acknowledge that Product may include technology and Software which is subject to UK, US and EU export control laws and laws of the country where it is delivered or used; you must abide by all these laws. Product may not be sold, leased or transferred to restricted/embargoed end users or countries or for use involved in weapons without the prior consent of the UK government. You understand and acknowledge that UK, US and EU restrictions vary regularly and depending on Product, therefore you must refer to the current UK, US and EU regulations in force.

14. Force Majeure

BiTEA is not liable for delays in performance (incl. Delivery or Service) caused by circumstances beyond its reasonable control and will be entitled to a time extension for performance, examples include strikes, terrorist acts, war, supplier/transport/production problems, exchange fluctuations, governmental or regulatory action and natural phenomena and disasters. If this lasts more than 2 months, this Agreement may be terminated by either party without compensation.

15. Confidentiality

Each party must treat all information received from the other marked "confidential" or reasonably obvious to be confidential as it would treat its own confidential information.

16. Termination

BiTEA may terminate this Agreement with immediate written notice if you 1) fail to pay on time, 2) breach or BiTEA suspects you have breached export control laws. Either party may terminate if the other 1) commits a material or persistent breach of this Agreement and fails to remedy this within 30 days of written notice from the other, or 2) becomes insolvent or is unable to pay debts as they fall due.

17. Your Obligations as a Customer

You are responsible for your own choice of Product and its suitability for purpose. Your telephone and postal charges in contacting BiTEA if any. Any CFI specifications and instructions given by you. You must provide BiTEA with all reasonable courtesy, information, cooperation, facilities and access to enable BiTEA to perform duties, failing which BiTEA shall not be obliged to perform any service or assistance. You are responsible for the removal of non BiTEA supplied products during Service, the back up and confidentiality of all data in Product and all of your legal and regulatory requirements. Please note that your calls to BiTEA may be monitored for training purposes.

18. Data Protection

Your data will be held and/or transferred in strict accordance with the applicable data protection laws and BiTEA data protection registration. You consent to your personal data being used by BiTEA in accordance with the terms and conditions of the current data protection laws.

Consumer Rights

The latest UK Government Legislation referring to Consumer Rights apply.

19. Jurisdiction

English law and the exclusive court jurisdiction of the English courts will apply to this Agreement.

20. Miscellaneous

If any part of the Agreement is found to be invalid or unenforceable by a court, the rest of the agreement is unaffected. BiTEA may subcontract, assign or transfer its obligations or rights to a competent third party whether in whole or in part. You may not assign or transfer any of your obligations. All notices must be in writing (by hand, email, fax or 1st class post deemed delivered 48 hours after posting) and sent to a legal officer of either party.

21. Website

You can find all current BiTEA policies, Product and Service Offering details and notices via www.bitea.com. Or call Bitea for latest information.

22. Freedom of Information Act

BiTEA complies in all respects with the UK Government Freedom of Information Act 2000 ("FOI Act"). BiTEA customers should acknowledge that all information disclosed by BiTEA arising out of or in connection with any contract between BiTEA or BiTEA's agents and the customer is considered by BiTEA to be either information provided in confidence in accordance with the exemption set out in section 41 of the FOI Act 2000 or information that is in the commercial interests of BiTEA pursuant to the exemption set out in section 43 of the FOI Act. As soon as it is practicable to do so, the Customer shall inform BiTEA of the full details of any request for the disclosure of any information of BiTEA or BiTEA's agents under the FOI Act.