



General Terms and Conditions

INNEO Solutions Ltd.

Issue date: 25.05.2018, applicable for the United Kingdom

INNEO Solutions Ltd.
Red Poll Barn
Wootton Park Business Centre
Alcester Road
Wootton Wawen
Warwickshire B95 6HJ
United Kingdom
Phone: +44 (0) 1564 793720
Fax: +44 (0) 1564 793872
www.inneo.com inneo-uk@inneo.com

Registered Office Address:
Alcester Road
Wootton Wawen
B95 6HJ

Director, CEO: Helmut Haas
Registered in England
Company Number 06166014
VAT-No.: 819 0409 35

Bank Account:
HSBC Bank UK
Sort-Code: 40-18-17
Account No.: 93921743
IBAN: GB38 HBUK 4018 1793 9217 43
BIC: HBUKGB4B



Part I Introductory Provisions

1 Definitions

In these terms and conditions ("Conditions") the following expressions shall have the following meanings:

"Business Day" means any day other than Saturday, Sunday or a public holiday.

"Business Hours" means the hours detailed in Condition 32 below.

"Contact Hours" means Monday to Friday (inclusive) from 07:00 hours to 17:00 hours but excluding bank holidays.

"Contract" means any contract between INNEO and the Customer for the supply of Hardware and/or Software (with the associated Licence) and/or services which is subject to these Conditions.

"Customer" means any person, firm or company who enters into a Contract with INNEO to which these Conditions apply.

"Force Majeure" means any event outside the reasonable control of either Party affecting its ability to perform any of its obligations (other than as to payment) under these Conditions.

"Goods" means all or any tangible or intangible goods or intellectual property including but not limited to Hardware and Software which are provided to a Customer in accordance with these Conditions.

"Hardware" means any hardware provided by INNEO to the Customer.

"INNEO" means INNEO Solutions Ltd. or its servants and agents as the case may be.

"Insolvency Event" means any one of the following in relation to the Customer:

- (i) a notice being issued to propose a resolution for winding up or dissolution, or such a resolution being passed;
- (ii) a petition for a winding up or an administration or bankruptcy order being presented, or such an order made;
- (iii) any steps being taken with a view to a voluntary arrangement or other assignment, composition or arrangement with all or any creditors or any moratorium, readjustment, rescheduling, forgiveness or deferral of all or any indebtedness;
- (iv) suspension of payments to all or any creditors and/or ceasing business;
- (v) an encumbrancer taking possession of all or any assets;
- (vi) an administrator or receiver being appointed over the Customer or all or any of its assets;
- (vii) any action anywhere similar or analogous to any of the foregoing; or INNEO reasonably believing that any of the foregoing is imminent.

"Licence" has the meaning attributed to it in Condition 23 below.

"Minimum Term" means the term set out in Condition 17 below.

"Party" means INNEO or the Customer and **"Parties"** means both of them.



Introductory Provisions

“**Response Time**” means two Working Hours from an initial call to the hotline under Condition 26 or 28 below.

“**Seminar**” means any seminar provided by INNEO.

“**Service Operator**” has the meaning given to that term in Condition 28 below.

“**Site**” means <http://www.inneo.co.uk> and <http://www.inneo.com> as well as all subdomains including (but without limitation) <http://shopuk.inneo.com> and <http://shopde.inneo.com>.

“**Software**” means software or software updates or upgrades provided by INNEO and licensed to the Customer under Condition 23 below.

“**Training Sessions**” means any training session provided by INNEO.

“**Working Hours**” means the hours between 9:00 to 17:00 on any Business Day

2 Interpretation

In these Conditions, the following rules apply:

- a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- b) A reference to a Party includes its personal representatives, successors or permitted assigns.
- c) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- d) Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- e) A reference to **writing** or **written** includes faxes and e-mails.

3 General Information

These Conditions apply when INNEO:

- a) sells and delivers Hardware;
- b) sells and delivers Licences;
- c) sells and delivers Software; or
- d) provides repairs or any other services to the Customer.

They will also apply to other business transactions unless INNEO agrees that alternative special conditions apply. These Conditions apply to the exclusion of any other conditions that may be proposed by a Customer or implied by law (insofar as such exclusion is lawful).



Part II Specific Provisions for the Use of the Online Shop

Customers purchasing Goods from the Site, must read all Parts of these Conditions, which apply to them in full.

4 Consumers

The Goods and services provided by INNEO are designed only for sale to and use by businesses in the course of their business activities. INNEO does not knowingly sell to any person dealing as a consumer or supply anything for personal use.

5 Customer's Status

By placing an order on the Site, the Customer warrants that he or she is:

- a) legally capable of entering into binding contracts and, where the Customer is an individual, that he or she is at least 18 years old; and
- b) is dealing in a business capacity and purchasing Goods and/or services for the purpose of his business and not for personal use.



Part III General Conditions for the Provision of Goods and Services

6 Formation of Contract

Quotations provided by INNEO to the Customer are not binding on INNEO.

The Customer's order constitutes an offer to INNEO to buy the Goods or services. All orders are subject to acceptance by INNEO. The offer will be deemed accepted, and a Contract formed, when INNEO sends the Customer confirmation that the Goods have been dispatched ("**Dispatch Confirmation**") or, in the absence of a Dispatch Confirmation, when the Goods are delivered.

The Contract will only relate to those Goods whose dispatch is confirmed to the Customer by a Dispatch Confirmation or if no Dispatch Confirmation is sent, those Goods which are actually dispatched. INNEO is not obliged to supply any Goods which may have been part of the Customer's order until the dispatch of such Goods has been confirmed in a separate Dispatch Confirmation.

Subject to Condition 17 below, an order for services will be deemed to have been accepted, and a Contract formed, when INNEO sends the Customer confirmation that the services ordered will be provided ("**Service Confirmation**") or, in the absence of a Service Confirmation, when the services begin to be provided.

Oral representations will only be binding upon INNEO if they are expressly confirmed in writing by INNEO to the Customer.

7 Price

Unless INNEO expressly specifies prices to the Customer, INNEO's current list of prices applicable at the time of the acknowledgement of order will apply. Unless otherwise agreed in writing, all prices are exclusive of value added tax, postage, freight, insurance, forwarding fees, installation and commissioning, travelling expenses and subsistence, which will be added as appropriate. INNEO will charge overtime for work outside of their normal Business Hours at up to 150% of the hourly rate from time to time applicable during Business Hours.

Subject to Condition 16 below, prices are liable to change at any time, but changes will not affect orders in respect of which INNEO has already sent the Customer a Dispatch Confirmation or a Service Confirmation as the case may be.

The Site contains a large number of products and it is always possible that, despite INNEO's efforts, some of the products listed may be incorrectly priced. INNEO will normally verify prices as part of dispatch procedures so that, where a product's correct price is less than our stated price, INNEO will charge the lower amount when dispatching the product to you. If a product's correct price is higher than the price stated on our site, INNEO will normally, at our discretion, either contact you for instructions before dispatching the product, or reject your order and notify you of such rejection.

INNEO is under no obligation to provide any Goods or services to the Customer at an incorrect (lower) price, even after INNEO has sent a Dispatch Confirmation or a Service Confirmation in relation to those Goods or services if such incorrect price could reasonably have been expected to be recognised by the Customer as an error.



8 Delivery and Availability

The Customer's order for Goods will be fulfilled by the delivery date in the Dispatch Confirmation or, if no delivery date is specified, then within 30 days of the date the Customer made his order (where such an order leads to a Contract).

The period for delivery or performance of the Contract will normally commence on INNEO's acknowledgement of the order. However, if the Customer is required to do anything before INNEO can effect delivery, INNEO will, as soon as practicable, notify the Customer accordingly. The time within which INNEO must deliver any Goods will run from the date on which INNEO receives notice from the Customer that it has duly complied with such notification from INNEO.

Unless otherwise agreed in writing, any periods mentioned in the acknowledgement of order for services and Software development are based on a preliminary estimate of the required workload and therefore are approximate only. Time of delivery and performance is not of the essence. If INNEO fails to meet any delivery or performance dates set out in the acknowledgement of order and is solely responsible for such failure, the Customer may terminate the Contract but only after INNEO has been given an opportunity to rectify the situation and subsequently fails to meet the revised set of delivery or performance dates provided by INNEO to the Customer in writing. Unless INNEO has been deliberately or grossly negligent, all further claims of the Customer on the basis of the delay in performance are excluded.

If INNEO cannot deliver or perform its obligations under the Contract due to Force Majeure or a failure of the Customer to cooperate or any other act, default or omission of the Customer, then INNEO will be entitled to perform its obligations under the Contract once the issue has been resolved, provided the issue occurred while INNEO was still allowed to deliver or perform and INNEO shall have no liability whatsoever for any delay or its failure to perform its obligations.

9 Agreed Performance

Unless specified otherwise in writing, the agreed performance in respect of any repairs provided by INNEO, at the Customer's request will be to adjust the relevant unit(s) to INNEO's applicable standard specifications for that unit. Where the relevant unit(s) cannot be repaired to INNEO's applicable standard specification due to the Customer limiting the repairs required or the time and money to be invested INNEO may exceed the Customer's request if INNEO considers, at its sole discretion, that such additional repairs are reasonable and will ensure the proper functionality of the unit in question.

The agreed performance levels for INNEO's maintenance and care services are as set out in Conditions 26 and 28 below; for all other services the agreed performance levels will be as set out in the acknowledgement of order.

10 Refunds

Where the Customer returns Goods (at the Customer's cost) because he or she claims that the Goods are defective, INNEO will examine the returned Goods and will notify the Customer of its findings within a reasonable period of time.

If INNEO (in its sole discretion) deems that the Goods are defective, INNEO may at its option repair, replace or provide a refund in respect of such defective Goods. INNEO will process any repair, replacement or refund as soon as practicable and, in the case of any refund, within 30 days of the day INNEO confirmed to the Customer that the Customer was entitled to the same. Such refunds will be made in full, including a refund of any delivery charges for sending the item to the Customer.



11 Import Duty

If the Customer orders Goods for delivery outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. The Customer will be responsible for payment of any such import duties and taxes. Please note that INNEO has no control over these charges and cannot predict their amount. Customers should contact their local customs office for further information before placing an order.

Customers must comply with all applicable laws and regulations of the country for which the Goods are destined. The Customer will indemnify and keep indemnified INNEO in respect of all costs, proceedings, losses and liabilities resulting from any breach by the Customer of any such laws.

12 Retention of Title to Property

The Goods will be at the Customer's risk from the time of delivery. Property in and title to all Goods will remain with INNEO until INNEO has received payment for the full price of all the Goods (and/or all other goods and/or services supplied by INNEO to the Customer under any other contract whatsoever). The Customer may sell or use Goods in which title is retained during the course of their normal business, but may not give such Goods by way of pledge or pledge these Goods as security.

Until the property in and title to the Goods passes to the Customer:

- a) the Customer shall keep the Goods properly stored, protected and insured and separate from all or any other goods whether belonging to INNEO, the Customer or any third party;
- b) INNEO shall be entitled at any time forthwith to revoke the Customer's power to deal with the Goods; and such power shall automatically cease if an Insolvency Event shall occur in respect of the Customer; and
- c) the Customer shall not make any modification to the Goods, the Software or their packaging or alter, remove or tamper with any marks, numbers or other means of identification used on or in relation to the Goods.

Upon termination of the Customer's power to deal with the Goods, the Customer shall place the Goods at the disposal of INNEO and INNEO are hereby irrevocably authorised without the need for consent of any third party but using only such force as may be necessary, to enter upon any premises of the Customer or any third party for the purpose of removing the Goods.

If third parties claim title to Goods with retained title, the Customer will inform INNEO without delay, will notify the person making the claim of INNEO's title and will support INNEO in enforcing its rights, including taking all the necessary steps required to preserve INNEO's rights, including commencing litigation at the Customer's own expense. If the Customer breaches the Contract, e. g. by delaying payment, the Customer will be obliged to return the Goods with retained title if requested by INNEO, in return for which INNEO will not terminate the Contract.



13 Payment

Where services, maintenance or care are provided on an ongoing basis, INNEO will invoice the Customer for these at the beginning of the billing period or as soon as reasonably practicable thereafter.

The Customer will pay INNEO's invoices in full within 30 days from the date of the relevant invoice. Depending on the scope of an order, payments for such services, maintenance or care are due either upon placement of the order by the Customer or upon partial delivery of the same of between 40 to 50% of their respective order value.

BACS or cheque are the only methods of payment accepted.

Invoices for Seminars and Training Sessions will be issued at the beginning of the respective session and payment is due immediately and without deduction.

14 Delay of Payment

Where a Customer fails to pay an invoice by the due date, INNEO will be entitled to charge the Customer interest on all monies outstanding from the due date until the actual date of payment (both before and after judgment) at a rate of 8% above the base rate of the Bank of England calculated on a daily basis.

15 Setting-Off and Refusal of Payment

The Customer cannot exercise any right of set-off in respect of amounts owed to or by INNEO.

16 Change of Pricing by INNEO for Ongoing Maintenance, Subscription or Care

INNEO may increase its prices for maintenance and services by giving the Customer written notice 2 months prior to the end of the Minimum Term. The Customer has 4 weeks from the date of receipt of the written notice from INNEO to object to the change. Where the Customer so objects, the Customer will be entitled to give notice to INNEO to terminate the Contract as of the date of the proposed price increase.

17 Automatic Extension of Contract

Where services, maintenance or care are performed on an ongoing basis the Contract will come into effect upon acceptance by INNEO of the first order from the Customer for Software maintenance. The Contract will initially run until the date specified at "Minimum Service Duration" as set out in the "INNEO Service Product List" or until the expiry date where an expiry date is stipulated in the Contract ("**Minimum Term**"). Subject to one of the Parties serving written notice of termination on the other at least three months prior to the expiry of the Minimum Term, the Contract will be extended automatically.

Where subscription is performed on an ongoing basis the Contract will come into effect upon acceptance by INNEO of the first order from the Customer for Software subscription. The Contract will initially run until the date specified at "Minimum Service Duration" as set out in the "INNEO Service Product List" or until the expiry date where an expiry date is stipulated in the Contract ("**Minimum Term**"). Subject to one of the Parties serving written notice of termination on the other at least two months prior to the expiry of the Minimum Term, the Contract will be extended automatically.

In the case of Software Licences supplied without a time limit, the Contract will extend until December 31st of the current year. The subsequent extension periods will begin on January 1st and end on December 31st of the respective year.

In the case of Software Licences supplied with limited validity (e.g. a licence for 1-year, subscription licence) the extension is based on the terms and conditions set out in the description of the respective licence (e.g. extension by one further year).

Unless otherwise agreed in writing, any extension to a Contract will be on the basis of INNEO's current price list as at the date of such extension.



18 Delivery Obligations and Shipping

The conditions for EXW (ex works) (INNEO's premises or such other place referred to in the relevant order) as set out in the Incoterms 2010 apply to delivery of any Goods. Claims for any transport damages and any replacement of damaged Goods, remain with the Customer who is responsible for adhering to the mode and period for the filing of any claims with carriers, shippers and insurers.

19 Scope of Warranty (Material Deficiencies and Deficiencies in Title)

INNEO warrants that the Hardware is free from defects in workmanship and material as at the time of transfer of risk; and warrants that the Software does not contain any flaws which void or substantially reduce its value or suitability for the usual or contracted purpose.

Where INNEO is not the author of the Software, INNEO does not warrant that such Software will run without interruptions or errors, nor that INNEO will be capable of resolving all Software errors, nor that the Customer will be capable of achieving all of the functions included in the Software in all of the combinations chosen by the Customer, nor that these will meet the Customer's requirements. INNEO will only warrant the quality and/or durability of Goods if it has expressly agreed in writing with the Customer that it will do so.

The warranty period is 1 year. Where INNEO is the author of the Software such Software is subject to INNEO's standard warranty.

20 Obligation to Inspect and Serve Notice of Defects

The Customer must inspect the Goods upon delivery or repair and must notify INNEO in writing of any failure by INNEO to meet the specification within 7 days of delivery or repair or (where the failure was not apparent on reasonable inspection) within a reasonable time being no more than 1 month after discovery of the failure. Where the Customer fails to provide such notice INNEO will have no liability under its warranty.

21 Liability

- a) Subject only to Condition 21 d), INNEO shall not be liable to the Customer in contract, tort (including without limitation negligence) and/or breach of statutory duty for any loss or damage which the Customer may suffer by reason of any act, omission, neglect or default (including negligence) in the performance of the Contract by INNEO, its servants or agents, in a sum which is greater than GBP 200,000 per incident or series of connected incidents.
- b) Subject only to Condition 21 d), INNEO shall not be liable to the Customer whether in contract or tort (including without limitation negligence and/or breach of statutory duty) for indirect loss of any kind resulting from these Conditions, its performance or any breach of its terms.
- c) Subject only to Condition 21 d), INNEO shall not be liable to the Customer whether in contract or tort (including without limitation negligence and/or breach of statutory duty) for indirect economic loss of any kind including (but without limitation) loss of business opportunity, reputation, goodwill resulting from these Conditions, its performance or any breach of its conditions.
- d) Notwithstanding any other provision herein, nothing in these Conditions shall operate so as to limit or exclude INNEO's non-excludable liability in respect of death or personal injury caused by the negligence of INNEO to exclude the application of Section 12 of the Sale of Goods Act 1979 and to exclude liability for fraudulent misrepresentation.
- e) INNEO's liability for loss of data is limited to the effort required to restore the data from proper backups provided by the Customer.



22 Third Party Rights

- a) If any third party claims or takes action against the Customer, because Goods delivered by INNEO, or their use in accordance with the instructions provided by INNEO, purportedly violate their commercial rights or proprietary rights, then the Customer will inform INNEO of the same. INNEO agrees that they will assist the Customer in defending such claims. Where the claim is made to the Customer within 12 months of the date of delivery, INNEO will indemnify the Customer against claims provided that the Customer: appoints INNEO to defend the claims or to settle the dispute, and promptly notifies INNEO of any such claim, keeps the Customer informed of all information received and provides such reasonable assistance to INNEO as it shall reasonably require,
- b) does not defend the action itself without coordinating such defence with INNEO, and does not at any time admit liability or otherwise settle or compromise or attempt to settle or compromise the said claim or action except upon the express instruction of INNEO,
- c) the alleged breach of rights is not based on alteration of the delivered item used by the Customer, and
- d) does not use the item delivered by INNEO in conjunction with other items and/or in a fashion that breaches any such rights, in a situation where the use of the item as delivered by INNEO would not have breached the rights of the person who has filed the claim.

INNEO may at any time and at its own expense acquire on behalf of the Customer the right to continue to use the Goods, to replace the Goods or alter them in such a fashion that the rights of others are no longer breached. If this is not possible, the Customer shall return or destroy the Goods if required to do so by INNEO who will reimburse the purchasing price for the Goods less depreciation. If the Customer refuses to do so, INNEO will no longer defend the claim or provide the Customer with any further support. The Customer has no further rights in case of disputes over proprietary rights with third parties and INNEO shall have no liability therefore unless INNEO could be blamed for acting deliberately or with gross negligence.



Part IV Special Conditions for Delivery of Software

23 Conditions of Use for Delivered Software

In the case of delivery of Software to the Customer, INNEO hereby grants the Customer a simple, non exclusive and non-transferable, licence to use the Software ("Licence"). The validity of the Licence is not time limited, unless otherwise specified to the contrary in the terms and conditions of the Licence. In case of subscription, the right of use is limited to the term of subscription. INNEO, grants the Customer the use of such Software in the form of the object code and the user documentation with the use being restricted to one electronic data processing system at any one time and only for the tasks for which it is intended. Unless permitted by law, the Customer will not decompile the Software or perform reverse engineering. The Customer may duplicate the Software but only to the extent that this is required for the permitted use, and in order to allow it to perform data backup. Upon delivery of any Software, including updates and upgrades, the Customer will immediately produce a backup copy. INNEO may terminate the Licence granted to the Customer pursuant to this Condition 23 with immediate effect if the Customer is in breach of the conditions for the use of the Software for a period of 30 days from the date of a written notice of such a breach from INNEO or any third party. On termination of this Contract howsoever arising, the Customer will return to INNEO within 30 days all Software together with any related materials owned and licensed by INNEO and shall delete all copies and partial copies of the Software however stored within 7 days of service of the notice. Proof of such deletion must be provided to INNEO without delay. On receipt of prior written consent from INNEO, the Customer may retain a copy of the Software for the purposes of archiving.

The single licence agreements of the producers must be complied with by the Customer.

24 Delivery of Software

INNEO will only install the Software if this has been expressly agreed in writing between the Customer and INNEO. INNEO is able to provide telephone consultancy and support concerning questions relating to the application of the respective Software products as well as the solution of problems that may occur as provided for in Condition 26 below.

25 Prerequisites for Running the Delivered Software

The proper running of Software systems supplied will only be guaranteed if the Hardware and operating system components used correspond to the reference systems of the respective manufacturer(s), as well as having been approved and certified. Unless otherwise agreed in the Contract, the Customer shall ensure that the provisions in this Condition 25 are complied with.



Part V Maintenance, Subscription and Care

Application Software

26 Scope of Performance of INNEO Services for Application Software

For the Software products, unless otherwise expressly agreed in writing, INNEO will provide the following services, denoted by Service Level "SW-Service STANDARD" and Service Level "SW-Service E-STANDARD":

- a) Right to use Software and documentation updates:
INNEO grants the Customer a non-transferable, non-exclusive Licence to use the Software and any documentation or updates. The right of use is not limited in validity, unless otherwise specified in the terms and conditions of the Licence.
- b) Software and documentation updates:
INNEO will supply the Customer with the current version of the Software as specified in the Contract. This will be done as specified by the manufacturer of the Software. The documentation will be supplied in the form determined by the manufacturer of the Software. The installation of Software updates will be performed by suitably qualified personnel of the Customer. Alternatively for an additional charge, INNEO may install the Software updates on behalf of the Customer. Where the Customer has adapted the Software, the Customer will be liable for the additional cost of performing the same adaptation to the new version of the Software or alternatively the Customer may perform the necessary adaptation himself.
- c) Technical support (Service Level "SW-Service STANDARD" only)
INNEO is able to provide consultancy and support by telephone or by e-mail in relation to queries relating to the application of the respective Software products as well as the resolution of any problems (in so far as it is reasonably practicable to do so) which may occur. Implementation and configuration services as well as training, education and engineering services are not included within this scope of performance and have to be covered by separate arrangements. This service will be provided by INNEO during the Contact Hours.

Wherever possible, qualified consultancy will be provided by INNEO within the Response Time.

INNEO Hotline:

Phone: 00800 4200 4300

(or at standard rates via +49 7961 8900)

Fax: +49 7961 890 449

E-mail: hotline@inneo.com

Internet: <http://www.inneo.com/customersupport>

- d) E-mail technical support (Service Level "SW-Service E-STANDARD" only)
INNEO is able to provide e-mail consultancy and support in relation to queries relating to the application of the respective Software products as well as the resolution of any problems (in so far as it is reasonably practicable to do so) which may occur. This service will be provided by INNEO during the Contact Hours

Wherever possible, qualified consultancy will be provided by INNEO within the Response Time.

INNEO Hotline:

E-mail: hotline@inneo.com

Internet: <http://www.inneo.com/customersupport>



Maintenance, Subscription and Care

e) **Software error messages**

Where Software problems occur which INNEO is unable, for whatever reason, to resolve, the Customer may send a written error message to INNEO. The purpose of such an error message is to identify the error in the Software and enable the manufacturer to resolve the error. INNEO shall liaise with the manufacturer(s) of the Software products to resolve any Software errors as promptly as possible.

Restoration of any data, regardless of the cause of the data loss, is not the responsibility of INNEO.

27 Obligation of the Customer to Co-operate

Pre-conditions for the provision of the services by INNEO to the Customer are that the Customer has legally acquired the Software and holds a corresponding Licence to use it. In addition, the Software must be in the same condition that it was in when it was delivered. The services exclusively relate to the current release and delivered version of the Software. If earlier Software versions are used, a one-time update service which will be independently invoiced and paid for by the Customer will be provided to update the Software to the latest version. Services will not be performed for Software adaptations made by the Customer (for example including but not limited to macros, programs, variants, user interfaces and database applications). If the operating system for the Hardware is not included in the Contract, the Customer must update the operating system to the most recent version (e. g. by purchasing updates) if this is required in order to use the new versions of the application Software.

Hardware and Operating Systems

28 Scope of Performance of INNEO Maintenance and Care Services for Hardware and Operating System

For Hardware products and the operating system, unless otherwise agreed in writing, INNEO will provide the following services, denoted by Service Level "HW-Service SPECIAL":

The scope of performance is briefly set out in the "Special Description" for each product listed in the attached "INNEO Service Product List". The exact scope of performance will be determined in accordance with the attached description of performance issued by the respective INNEO service operator ("Service Operator" including but not limited to Hewlett-Packard, Fujitsu Siemens and Silicon Graphics).

The following shall also apply:

a) **Hotline**

INNEO is able to provide consultancy and support by telephone or by e-mail in relation to queries relating to the application of the respective Hardware products and operating system, as well as the resolution, (in so far as it is reasonably practicable to do so) of any problems which may occur. This service will be performed by INNEO during the Contact Hours:

Wherever possible, qualified consultancy will be provided by INNEO within the Response Time.

INNEO Hotline:

Phone: 00800 4200 4300

(or at standard rates via +49 7961 8900)

Fax: +49 7961 890 449

E-mail: hotline@inneo.com

Internet: <http://www.inneo.com/customersupport>

Where queries arise outside of the Contact Hours, the Customer should address such queries directly to INNEO's Service Operator



Maintenance, Subscription and Care

- b) Response time for Hardware failures
INNEO will use reasonable endeavours to solve a query within the Response Time. The Response Time shall be deemed to have been initiated either as soon as the customer service personnel arrives on the relevant site, or as soon as remote diagnosis is started, where either is required to resolve the problem. The appropriate Response Time will be determined in accordance with the attached description of performance issued by the respective INNEO Service Operator.

29 Services Not Included

Unless otherwise agreed in writing, the following services will not be provided by INNEO to the Customer:

- a) Repair/re-acquisition of devices that have been damaged as a result of:
- incidents of war of any type
 - civil wars
 - nuclear energy
 - deliberate action of the Customer (not of his subcontractors)
- b) Repair/re-acquisition that is required because of repair work or alterations of devices carried out by the Customer or any third party without the prior written consent of INNEO.
- c) Work required due to interface problems between INNEO's devices and those of other manufacturers and suppliers.
- d) Customer service which is required because a product that is not covered under this Contract has caused an error.
- e) Customer service that has become necessary because devices have been used under adverse conditions (e.g. including contaminations and deviations from recommended room temperature and relative humidity) or in conjunction with accessories or (device-specific) consumables (e.g. including foreign disks, disk stacks, cassettes, printer paper and print heads of any type) ("**Device Specific Consumables**") which do not meet the manufacturer's specifications.
- f) Replacement of Device-Specific Consumables.
- g) Data backup.
- h) Calibration work that is not related to repair.

30 Restoration of Data/Programs

The restoration of data and programs upon repair or replacement of a defective hard disk is limited to starting the copying program (Restore) used to restore the last full data backup.



Maintenance, Subscription and Care

31 Obligation of the Customer to Cooperate

a) Hardware service

Pre-conditions for the provision of Hardware services by INNEO are that the Hardware has been acquired legally and has been installed properly at the Customer's site. In addition the Hardware affected must correspond to the current revision and be in proper condition when including in the Contract. These pre-conditions shall be met immediately after the expiry of the warranty period specified in the Contract. If the Hardware is included in the Contract at a later date, these pre-conditions must first be confirmed by a takeover inspection of the Hardware by INNEO, which will be independently invoiced and paid for by the Customer, and if required the pre-conditions will be achieved by INNEO undertaking the required repair work .

b) Operating System Service

Pre-conditions for the provision of operating system services are that the Customer has legally acquired the Software and has been granted the necessary corresponding Licence to use it. In addition the Software must be in the same condition as when it was delivered to the Customer. The services exclusively relate to the current release and version of the Software. If earlier Software versions are used, a one-time "Update Service" which will be independently invoiced and paid for by the Customer will be provided to update the Software to the latest version. Operating System services will not be provided for Software adaptations made by the Customer (for example including but not limited to macros, programs, variants, user interfaces and database applications).



Generally Applicable Conditions

Part VI Generally Applicable Conditions

32 Prices and Fees for Special Services

The following items are not included in the payment for services under Conditions 26 and 28 above and will be invoiced separately in accordance with INNEO's current pricelist:

- a) Services performed outside Working Hours on the express request of the Customer.
- b) Services to correct errors caused negligently by the Customer or by any unauthorised third party as a result of improper treatment, unsuitable operating media, unauthorised manipulations, Software manipulations, non-adherence to operating conditions or otherwise.
- c) Services required due to faulty handling, excessive vibration, chemical influence, excessive dust burden or non-adherence to the properties set forth in the unit specifications.
- d) Unreasonable wait times and delays in the performance of services which are caused by the Customer.
- e) Services to remedy failures caused by Force Majeure.

33 Backup of Customer Data

Prior to the commencement of any service work undertaken by INNEO, the Customer will backup all data in such a way that it may easily be restored by INNEO in the event that it is lost in the service process.

34 Change of Installation/Application Site

Where maintenance and care services are provided on an ongoing basis by INNEO, the Customer will immediately inform INNEO in writing of any change to the installation or application address. If such a change results in an increase in INNEO's expenses. INNEO reserves the right to either increase the prices charged to recover the additional expense incurred or alternatively INNEO may serve notice on the Customer to terminate the Contract where the new address is outside United Kingdom.

35 Miscellaneous Service Conditions and Obligations of the Customer to Co-operate

INNEO may appoint authorised third parties to provide services. The Customer may only transfer title to services to third parties with the prior written consent of INNEO. Where defective components or devices are replaced by INNEO, these will become the property of INNEO. Extension of the products included in the maintenance agreement may be included in this Contract with the consent of the Customer. On request, INNEO will offer to the Customer a corresponding extension of the Contract, provided maintenance for the respective product is available.

Where INNEO has to perform any services, the Customer shall accurately and without delay provide INNEO with any/all information that is required to perform such services. The Customer will provide INNEO with the name of a competent and appropriately qualified contact person and will provide the name of an appropriate substitute in order for the Hardware and Software to be maintained. Any contact(s) will have participated in the respective Seminars and/or Training Sessions held from time to time by INNEO or alternatively will have acquired comparable knowledge. These contacts will be available to INNEO's technicians on site or will have access to the INNEO's hotline as applicable.

Consumables and Auxiliaries (which shall include documentation, application programs, data, telephone lines for transmission of voice and data) are not included in the scope of performance and shall be provided by the Customer in the vicinity of the system, such consumables and auxiliaries will be provided during Working Hours or, with prior consultation, outside of these hours. Additionally, the Customer will provide to INNEO computing time and consumables as required.



Generally Applicable Conditions

36 Specifically Ordered Service Days

If service days are ordered for call-off within a specified period, such orders are binding. The services will become due for payment once they have been performed or by the end of the defined time period at the latest. Specifically ordered service days to be called off within a defined time period, can still be called off during a time of three months beyond the expiry of such defined time period. Thereafter they are lost. The claim to payment is thereby unaffected.



Part VII Special Conditions for Seminars and Training Sessions

37 General Information

All services in relation to any Seminars and Training Sessions are subject to this Part VII. Reservations are processed by means of electronic data processing. INNEO reserves the right to vary the contents and duration of courses.

38 Application

Applications for places on the Seminar and Training Sessions can be made to INNEO by telephone, in writing, by facsimile or electronically via the Site. The number of places on these Seminars or Training Courses are limited. Applications will be considered by INNEO in the order of their receipt. Training dates will only be valid for individuals after the application has been confirmed by INNEO's training department.

39 Confirmation of Application

INNEO's training department will generally confirm applications 10 to 14 days prior to the start date of the Seminar or Training Session. Confirmation of the application will be accompanied by travel information and hotel recommendations applicable to the respective training centre.

40 Responsibilities

The selection of the Seminar or Training Sessions is the responsibility of the participant. INNEO does not accept any liability for the use of the knowledge gained during its courses.

41 Cancellation or Re-Scheduling by Participants

Cancellation or re-scheduling of any Seminar or Training Session by the Customer is free of charge, provided that the same are communicated to INNEO's training department in writing at least 10 Business Days prior to the start of the course. Where a cancellation or a request to attend a course on a different date is received less than 10 Business Days prior to the start of the course, a cancellation fee of 50% of the price of the course will be payable by the Customer. Where a notice of cancellation or a request for re-scheduling is received less than 5 Business Days before the start of the course, a cancellation fee of 100% of the price for the course will be payable by the Customer. The training order remains valid for the period during which an alternative date has been found. Substituted participants with the relevant knowledge may attend subject to prior notification in writing to INNEO.

42 Cancellation/Re-Scheduling by INNEO

INNEO reserves the right to cancel a session by giving at least 5 Business Day's notice before the start date of the Seminar or Training Session. Where the Seminar or Training Session is required to be cancelled at less than 5 Business Day's notice for unforeseeable reasons, the Customer will be notified immediately by telephone. INNEO will use reasonable endeavours to provide a substitute Seminar or Training Session. Any existing applications to attend the cancelled Seminar or Training Session will then be re-scheduled for the replacement date/location. Such cancellation will not entitle the Customer to any claim against INNEO.



Special Conditions for Seminars and Training Sessions

43 Price

The fees payable to INNEO for the relevant Seminar or Training Session are the ones set out in the currently applicable price list at the time the Seminar or Training Session is to be given.

The fees for Seminars or Training Sessions at INNEO's service centres include the following:

- instruction by trainer
- writing materials
- use of a system
- beverages served during breaks
- lunch

Any other expenses for travel, subsistence and accommodation must be covered by the Customer.

44 Training Materials

INNEO reserves all rights in the INNEO training materials, including the rights of translation, re-printing and reproduction. No materials published by INNEO may be circulated to third parties other than with the prior written consent of INNEO.

45 Session Times

The Seminars or Training Session times are listed in the relevant session description on INNEO's homepage at <http://www.inneo.com/uk-training>. The start of the first day of the Seminar or Training Session is indicated in the written confirmation of the application. The times for the remaining session days may be altered as agreed between the trainer and the Customer's participant.



Part VIII Final Conditions

46 Electronic Business Correspondence

If INNEO uses telecommunications or media services for the purpose of concluding the Contract, INNEO will permit the Customer to print and save the Contract conditions including these Conditions at the time of conclusion of the Contract in a form that can be reproduced.

47 Regulations for Monitoring of Exports

The Customer will adhere to any applicable export regulations. Where the Customer is in breach of these regulations, INNEO may where it is reasonable to do so, terminate the Contract with the Customer and/or refuse to deliver any orders already confirmed, and/or serve written notice of the termination of any Licence, and/or refuse to supply spare parts or provide any maintenance.

48 Prohibition of Solicitation

For the duration of the Contract and for a period of one year after its termination, the Customer shall not employ any of INNEO's employees permanently or as a freelance contractor, other than with prior written approval from INNEO save where the employment or hiring of such person follows from an unsolicited approach by that person at his own instigation or in response to an advertisement placed in the national, local or trade press.

49 Information and Data Protection

INNEO will act in accordance with data protection regulations. Further information will be available in the privacy statement (<https://www.inneo.co.uk/en/privacy.html>).

50 Intellectual Property

All Intellectual Property Rights in material which already exists at the date a Contract is entered into shall remain with the Party with which it originates. For the purposes of this Condition 50, "**Intellectual Property Rights**" means all patents, inventions, trade marks (whether registered or unregistered), trade names, logos, design rights, registered designs, copyright, data base rights, know-how and trade secrets wherever subsisting and whether available by registrations or not and any part or part thereof.

51 Confidentiality

The Parties undertake to keep confidential any Confidential Information and not disclose to any third party any Confidential Information about the other, save that such obligations of confidentiality shall not extend to any piece of information:

- (i) which is in or later enters the public domain (otherwise then as a result of a breach of the obligations of confidentiality in the Contract); or
- (ii) which either Party can show was in its written records prior to the date of disclosure of the same by the other Party under the Contract; or
- (iii) which either Party receives from a third party independently entitled to disclose it; or
- (iv) which either Party is required by law or regulatory authority to disclose.

For the purpose of this Condition 51, "**Confidential Information**" means all secret or confidential commercial, financial and technical information, know how, trade secrets, inventions, computer software and other information whatsoever and in whatever form or medium and whether disclosed orally in writing, together with all reproductions in whatsoever form or medium and any part or parts of it.

52 Severability

Each term of the Contract is severable and distinct from one another. The invalidity, illegality or unenforceability at any time of the provisions will not in any way affect or impair any other provision.



53 Transfer of Rights and Obligations

The Customer will not transfer, assign, charge or otherwise dispose of a Contract, or any of his or her rights or obligations arising under it, at any time during the term of the Contract.

INNEO may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of its rights or obligations arising under it, at any time during the term of the Contract.

The Contract is binding on INNEO, the Customer and their respective successors and assigns.

54 Variation of these Conditions

The Customer will be subject to the version of these Conditions current when the relevant order was placed except to the extent that:

- a) any change to pre-existing contracts is required by law;
- b) INNEO notifies the Customer of a change to these Conditions before sending out the Dispatch Confirmation (in which case INNEO may assume that the Customer has accepted such change unless within 7 Business Days of receipt by the Customer of the Goods and/or Services the Customer notifies INNEO that such change is not accepted and returns to the relevant Goods and/or Services.

55 Waiver

The rights and remedies of a Party in respect of the Contract shall not be diminished, waived or extinguished by the grant of any indulgence, forbearance or extension of time by the other Party to the Contract nor by any failure of or delay by the other Party in ascertaining or exercising any such rights or remedies. Any release, waiver or compromise or any other arrangement of any kind (a release) by a Party shall not affect its rights and remedies as regards any other Party nor its rights and remedies against the Party in whose favour it is granted or made except to the extent of the express terms of the release and no such release shall have effect unless granted or made in writing. The rights and remedies of this Contract are cumulative and not exclusive of any rights and/or remedies provided by law.

56 Entire Agreement

These Conditions together with all documents entered or to be entered into pursuant to its provisions constitutes the entire Contract between the Parties in relation to its subject matter and supersedes all prior agreements understandings or discussions between the Parties other than representations made fraudulently.

57 Notices

All notices issued under the Contract shall be in writing and may be served by post or facsimile transmission addressed to the other Party at the address given in the Contract or at such other address as a Party shall from time to time by notice in writing give to the other Party for the purpose of service of notices under the Contract and every such notice shall be deemed to have been served if served by post at the expiration of forty eight hours after despatch of the same or if sent by facsimile transmission at ten hours local time on the next Business Day of the recipient following despatch and in proving service it shall be sufficient to show in the case of a letter that the same was duly addressed pre-paid and posted in the manner provided and, in the case of a facsimile transmission, a transmission report that it was transmitted to the correct telephone number. Saturdays, Sundays and Bank Holidays shall not in any event be treated as days on which service is effected, and service shall be deemed to take place on the next Business Day.

58 Jurisdiction

The Contract will be governed by the laws of England and Wales.



Final Conditions

The Parties irrevocably agree to submit to the jurisdiction of the courts of England and Wales.