



## 4Net Technologies Ltd Master Terms & Conditions Agreement

THIS AGREEMENT is made on

Reference Number:

BETWEEN

(1) 4NET TECHNOLOGIES LTD a company incorporated pursuant to the laws of England and Wales and having its registered office at 3 Scholar Green Road, Cobra Court, Trafford Park, Manchester. M32 0TR (hereinafter "4NET")

(2) (hereinafter "the Customer")

### Recitals

The Customer has agreed to purchase from 4NET and 4NET has agreed to supply to the Customer communication systems or services in accordance with the terms of this agreement

### Operative Provisions

#### 1 Definitions

"Acceptance Date" means the date on which 4NET determines that the Acceptance Criteria are fulfilled;

"Agreed Functionality" means the level of functionality of the System agreed between the parties and set forth as part of the Specification;

"Delivery Date" means the date notified by 4NET to the Customer when the Equipment and the Software is to be delivered;

"Documentation" means the manuals and other items of documentation which 4NET has agreed to supply to the Customer;

"Equipment" means the items of equipment listed in the Specification which the Customer has agreed to purchase from 4NET;

"Installation" means installation of the Equipment at the Place of Use, installation of the Software and switching on the System;

"Installation Date" means the date on which 4NET shall Install the System at the Place of Use;

"Manufacturer" means, as the context dictates, the manufacturer of the Equipment or the licensor of the Software;

"Order" means the written offer from the Customer to purchase from 4NET a System and



Installation, Training, Project Management or Other Services as is appropriate;

“Other Services” means services other than Installation,

Training and Project Management which 4NET has agreed to provide to the Customer and which are set forth in the Specification;

“Place of Use” means the Customer’s premises at the address set forth at the head of this agreement;

“Price” means the price for the purchase of the Equipment and the license fee for use of the Software and the fee for provision of the Training, Installation, Project Management and Other Services;

“Project Management” means the co-ordination of all activities involved in the provision of the System for the Customer;

“Software” means the software 4NET utilises in the operation of the System and described in the Specification, the use of which is licensed to the Customer on the terms set forth herein;

“Solution” means any solution generated by 4NET in response to a request for advice or assistance regarding a communications issue and all documents, electronic or otherwise and communications recording such solution;

“Specification” means the specification for the System agreed between the parties

“System” means the system provided by 4NET to the Customer and which comprises the Equipment and the Software.

“Training” means the services to be provided by 4NET in the training of the Customer’s employees in the use of the System

## **2 Basis of the transaction**

2.1 In accordance with the terms of this agreement:-

2.1.1 4NET shall sell to the Customer and the Customer shall purchase from 4NET the Equipment;

2.1.2 4NET shall grant to the Customer and the Customer shall accept from 4NET a non-exclusive license to utilise the Software and the Documentation;

2.1.3 4NET shall deliver to the Customer at the Place of Use and Install at the Place of Use and the Customer shall accept from 4NET the Equipment, the Software in object code and the Documentation;

2.1.4 If specified in the Order, 4NET shall provide Project Management for the Customer;

2.1.5 If specified in the Order, 4NET shall provide the Training to the Customer and Other Services;



2.1.6 Customer shall pay to 4NET the Price.

### **3 Orders and Specifications**

3.1 The parties shall, prior to entering into this agreement, agree upon the Specification for the System including the Software, the Equipment and the Agreed Functionality.

3.2 Once the Specification has been agreed between the parties, the Customer shall send to 4NET an Order for the System, the Project Management and, if required by the Customer, the Training and such Other Services as 4NET has agreed to provide for the Customer.

3.3 No Order submitted by the Customer shall be deemed to be accepted by 4NET unless and until confirmed in writing by a representative of 4NET of an equal or higher managerial level as the person signing this agreement.

3.4 4NET reserves the right to make any changes to the Specification which are required to conform with any applicable statutory requirements or which do not materially affect the functionality of the System.

3.5 4NET reserves the right to make any changes to the Specification and the Agreed Functionality in the event that the Manufacturer of either or both of the Software and the Equipment alters the specifications and/or functionality of the Software and/or the Equipment.

3.6 If the Customer requires a change to the System or the Specification after such have been agreed between the parties pursuant to clause 3.1, it shall make a written request to 4NET setting forth the required changes. If 4NET agrees to the alterations it shall notify the Customer in writing of the alterations it will make and the cost of such alterations and shall thereafter make such alterations to the System. 4NET shall render to the Customer an invoice for the alterations to the System upon 4NET determining that the alterations have been completed to the required standard.

3.7 No order which has been accepted by 4NET may be cancelled by the Customer except with the agreement in writing of 4NET and on terms that the Customer shall compensate 4NET in full for all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by 4NET as a result of cancellation.

### **4 Preparation of the Place of Use**

4.1 The Customer shall, within five (5) working days of acceptance of the order by 4NET if it has not done so already, provide to 4NET full details of the Place of Use to assist 4NET with the installation of the Equipment and the Software. 4NET shall, as soon as is practicable thereafter, provide to the Customer instructions on the preparation of the Place of Use and the Customer shall prepare the Place of Use in accordance with those instructions.



4.2 4NET shall have no obligation to deliver the Equipment and the Software in object code and the Documentation until the Place of Use has been prepared in accordance with the instructions of 4NET. 4NET shall have no liability to the Customer in respect of late or partial delivery or Installation where the same results from the failure of the Customer to prepare the Place of Use in accordance with the instructions of 4NET.

4.3 In the event that the Customer has failed to prepare the Place of Use in accordance with 4NET's instructions by a date four (4) weeks after the Delivery Date, 4NET shall be entitled to treat the failure as a repudiatory breach by the Customer and the Customer shall, at that time pay to 4NET that amount of the Price then unpaid.

## **5 Delivery, Installation and Testing**

5.1 4NET shall use all reasonable endeavours to deliver the Equipment, the Software in object code and the Documentation to the Place of Use on the Delivery Date and to Install such on the Installation Date subject to clause 4.2 above. 4NET shall not be liable for any delay in delivery or Installation of the Equipment, the Software and the Documentation and time for delivery and Installation shall not be of the essence.

5.2 The Customer acknowledges that the Price is calculated on the basis of Installation taking place during normal working hours. 4NET reserves the right to make additional charges if the Customer requires Installation to take place out of normal working hours.

5.3 The Customer acknowledges that the Price is calculated on the basis that Installation does not require 4NET to use access equipment other than lightweight step ladders. 4NET reserves the right to make additional charges for provision of access equipment other than lightweight step ladders if such are deemed necessary by 4NET to perform the Installation.

5.4 If 4NET fails to deliver and/or Install the Equipment and the Software in object code for any reason other than any cause beyond 4NET's reasonable control or the Customer's fault (in which cases 4NET shall have no liability) 4NET shall refund to the Customer any sums paid by the Customer to 4NET in accordance with this agreement and that shall be the full extent of 4NET's liability to the Customer in those circumstances.

5.5 4NET shall, following Installation of the System, determine whether the Acceptance Criteria have been met. The final payment pursuant to clause 9 below is due from the Customer once 4NET determines that the Acceptance Criteria have been met.

5.6 4NET shall, notwithstanding that the Acceptance Criteria have been met, carry out such work as is necessary to ensure that the system performs substantially to the Agreed Functionality.



## **6 Documentation**

6.1 The Documentation provided by 4NET to the Customer hereunder is the copyright of 4NET and contains confidential information of 4NET.

6.2 The Customer shall take all such steps as shall be necessary to protect 4NET's copyright and confidential information in the Documentation and without prejudice to the generality of the foregoing shall not copy or reproduce the same nor distribute sell or disclose the contents of the same to any third party without the prior consent of 4NET.

6.3 The Customer undertakes to 4NET to make its employees agents and sub-contractors aware of the provisions of this clause 6 and to use its best endeavours to ensure compliance by its said employees agents and sub-contractors with the obligations set out in clause 6.2 above.

## **7 Training**

7.1 4NET shall provide to the Customer such Training as is Ordered by the Customer and which 4NET agrees to provide.

7.2 4NET shall exercise due care, skill and attention in carrying out the Training.

7.3 4NET shall be under no obligation to perform any Training if the Customer has not made any payment due to 4NET pursuant to clause 9.

7.4 4NET shall be under no obligation to perform any Training where it is apparent to 4NET that there has been misuse of the System.

## **8 Access to the Place of Use**

8.1 The Customer shall allow 4NET including its employees agents and sub-contractors such access to the Place of Use as it shall from time to time require to perform its obligations under this agreement. Without in any way limiting the generality of the foregoing, the Customer grants to 4NET the right to obtain access to the Place of Use at any time during the day and night and during weekends to carry out the Installation. No charge shall be made by the Customer to 4NET for the provision of access to the Place of Use.



## **9 Price and Payment**

9.1 Unless otherwise agreed in writing, and save as provided in clauses 9.8 and 9.9 below, payment of the Price shall be made as follows:

9.1.1 50% of the Price at the time of acceptance by 4NET of the Customer's order.

9.1.2 40% of the Price on the Delivery Date.

9.1.3 10% of the Price on the Acceptance Date.

9.2 4NET shall send to the Customer, upon acceptance of the Customer's order, an invoice for 50% of the Price which shall be paid by the Customer on the same day the invoice is received by the Customer.

9.3 Not less than seven (7) days prior to the Delivery Date, 4NET shall send to the customer an invoice for 40% of the Price and the Customer shall pay that invoice on or before the Delivery Date.

9.4 4NET shall send to the Customer, following the Acceptance Date, an invoice for 10% of the Price and the Customer shall pay that invoice within seven (7) days of the date of the invoice.

9.5 All payments to be made to 4NET shall be made in full and without any deductions or set offs by telegraphic transfer to the bank account nominated by 4NET the details of which shall be provided by 4NET to the Customer. For the sake of clarity, Customer shall not be entitled to set off against any payment due to 4NET from the Customer any sum due or claimed from 4NET by the Customer.

9.6 4NET shall also be entitled to recover any reasonable additional costs incurred as a result of the Customer's delay.

9.7 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to 4NET, 4NET may:

9.7.1 Terminate this agreement or suspend any further deliveries to the Customer or the provision of any further services to the Customer including Training, Project Management and Other Services.

9.7.2 Charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of four (4) per cent per annum above HSBC Bank base rate from time to time, from the time payment is first due until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).



9.7.3 Recover such sums by deduction of monies otherwise due by 4NET to the Customer, its Parent Company, Subsidiaries or Associates.

9.7.4 Enter onto the Customer's premises and recover the Equipment and/or Software delivered or installed. In such event 4NET shall return any sums previously paid less sums reasonably incurred by it in the delivery, Installation and recovery of the Product including depreciation in the Product's subsequent resale value.

9.8 Where the System is being provided by 4NET to a Customer who has entered into a leasing arrangement with a finance company whereby the finance company purchases the System ordered by the Customer from 4NET and leases the System to the Customer, payment of the whole of the Price shall be made by either the Customer or the finance company with which the Customer has entered into the leasing arrangement, within seven (7) days of the Acceptance Date. In such circumstances the Customer and the finance company shall be jointly and severally liable for the payment of the Price.

9.9 The provisions of clauses 9.5 to 9.8 inclusive shall apply mutatis mutandis with regard to any payment to be made pursuant to clause 9.8.

## **10 Risk and Property**

10.1 Risk and damage to or loss of the Equipment and the Software shall pass to the Customer at the time of delivery to the Customer at the Place of Use or, if the Customer wrongfully fails to take delivery of the Equipment and the Software, the time when 4NET has tendered delivery of the Equipment and the Software.

10.2 Notwithstanding delivery and the passing of risk in the Equipment and/or the Software, property in the Equipment shall not pass to the Customer until 4NET has received in cleared funds payment in full of the Price.

10.3 Until such time as the property in the Equipment and the Software passes to the Customer, the Customer shall hold the Equipment and the Software as 4NET's fiduciary agent.

10.4 Until such time as the property in the Equipment and the Software passes to the Customer, 4NET shall be entitled at any time to require the Customer to deliver up the Equipment and the Software to 4NET and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer and repossess the Equipment and the Software.

10.5 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Equipment which remains the property of 4NET or the Software.

## **11 Intellectual Property**



11.1 Any specifications and designs of the System including the copyright design right or other intellectual property in them shall at all times be and remain the property of 4NET. No right or license is granted under the terms of this agreement to the Customer under any patent trademark copyright registered design or other intellectual property right except the right to use the System.

11.2 All copyright and other intellectual property rights in any Solution generated by 4NET shall belong to and be the property of 4NET. No right or license is granted under the terms of this agreement to the Customer under any of 4NET's intellectual property rights in the Solution.

11.3 The Customer acknowledges that all copyright and other intellectual property rights in the Software are owned by the Manufacturer of the Software. 4NET has authorisation from the Manufacturer of the Software to sell licences to third parties to use the Software as part of the System. The Customer acknowledges and agrees that no right or license is granted under the terms of this agreement to the Customer to use or otherwise deal with the Software other than as part of the System.

## **12 The License to Use the Software**

12.1 In consideration of the payment by the Customer of the Price in accordance with clause 9 above, 4NET grants to the Customer a non-exclusive licence to use the Software on the Equipment as part of the System and in accordance with the terms of this agreement and the instructions of 4NET

12.2 The Customer shall not:

12.2.1 use the Software on equipment other than the Equipment;

12.2.2 make back-up copies of the Software except for the purposes of disaster recovery;

12.2.3 reverse compile, copy or adapt the whole or any part of the Software;

12.2.4 assign, transfer, sell or otherwise deal in or encumber the Software or use the Software on behalf of any third party or make available the same to any third party; or

12.2.5 remove or alter any copyright or other proprietary notice on any of the Software.

12.3 The Customer shall:

12.3.1 keep confidential the Software and limit access to the same to those of its employees agents and sub-contractors who either have a need to know or who are engaged in the use of the Software;

12.3.2 maintain an up-to-date written record of the number of copies of the Software and their location and upon request forthwith produce such record to 4NET; and 12.3.3 without prejudice to the foregoing take all such other steps as shall from time to time be necessary to protect the confidential information and intellectual property rights of the Manufacturer of the Software in the Software.



12.4 The Customer shall inform all relevant employees agents and sub-contractors that the Software and the Documentation constitute confidential information of, respectively, the Manufacturer of the Software and 4NET and that all intellectual property rights therein are the property of, respectively, the Manufacturer of the Software and 4NET and the Customer shall take all such steps as shall be necessary to ensure compliance by its employees agents and sub-contractors with the provisions of this clause 12.

### **13 Warranty in respect of the Software**

13.1 Subject to the limitations upon its liability in clause 16 below 4NET warrants that:

13.1.1 it has the right power and authority to license the same upon the terms and conditions of this agreement;

13.1.2 the media upon which the Software is stored will for a period of 90 days from the Acceptance Date be free from defects in materials design and workmanship;

13.1.3 the Software will for a period of 90 days from the Acceptance Date conform to the Specifications and provide the Agreed Functionality;

13.2 The Customer shall give notice to 4NET as soon as it is reasonably able upon becoming aware of a breach of warranty.

13.3 4NET shall have no liability to remedy a breach of warranty where such breach arises as a result of any misuse of the System.

13.4 4NET does not warrant that the operation of the System will be uninterrupted or error free.

13.5 Subject to the foregoing all conditions warranties terms and undertakings express or implied statutory or otherwise in respect of the System are hereby excluded.

### **14 Warranty in respect of the Equipment**

14.1 Subject to the limitations upon its liability set out in clause 15 below 4NET warrants to any Customer that has entered into a maintenance agreement with 4NET that if there is any fault or problem with any of the Equipment at any time in the first 6 months from the Acceptance Date, the matter will be dealt with in accordance with the terms of the maintenance agreement;

14.2 Subject to the limitations upon its liability set out in clause 15 below 4NET warrants to any Customer that has not entered into a maintenance agreement with 4NET that if there is any fault or problem with any of the Equipment at any time in the first 6 months from the Acceptance Date:-

14.2.1 the Customer shall give written notice to 4NET as soon as is practicable of the fault specifying in as much detail as possible the nature of the fault;



14.2.2 4NET shall as soon as it is reasonably able investigate any alleged fault using remote means only and, if it determines that there is a problem with the Equipment about which notice has been received, it shall, at its option:-

14.2.2.1 carry out such repairs or modifications to the Equipment as it, in its absolute discretion, thinks fit; and/or 14.2.2.2 replace the Equipment or such component parts as it, in its absolute discretion, thinks fit.

14.3 The obligations of 4NET under clause 14.2 above shall be discharged between the hours of 9 am to 5.30 pm Monday to Friday (bank and other public holidays excepted).

14.4 The Equipment may be classified as electromechanical and electronic equipment. The Equipment is tested and supplied in accordance with the specifications in relation thereto and, when used in normal and prescribed applications and within the parameters set for mechanical and electronic performance and provided normal engineering and safety practices are observed and the Equipment is Installed by qualified persons, will not cause danger or a hazard to health and safety.

14.5 The use of autodialing communication equipment connected to the PSTN or such similar services should be carefully monitored by the Customer to ensure costs effective use of the PSTN or similar service. 4NET accepts no responsibility or liability for any call charges generated by such equipment whatsoever, whether such calls are generated by misconfigured or faulty equipment or for any other reason.

14.6 Subject to the foregoing all conditions warranties terms and undertakings express or implied statutory or otherwise in respect of the Equipment are hereby excluded.

## **15 Limitation of liability**

15.1 The following provisions set out 4NET's entire liability (including any liability for the acts and omissions of its employees agents and sub-contractors) to the Customer in respect of:

15.1.1 any breach of its contractual obligations arising under this agreement; and

15.1.2 any representation statement or tortious act or omission including negligence arising under or in connection with this agreement AND THE CUSTOMER'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF THIS CLAUSE 15.

15.2 Any act or omission on the part of 4NET or its employees agents or sub-contractors falling within clause 15.1 above shall for the purposes of this clause 15 be known as an 'Event of Default'.

15.3 4NET's liability to the Customer for death or injury resulting from its own negligence shall not be limited.



15.4 Subject to the limit set out in clause 15.5 below 4NET shall accept liability to the Customer in respect of damage to the tangible property of the Customer resulting from the negligence of 4NET or its employees agents and sub-contractors.

15.5 Subject to the provisions of clause 15.3 above 4NET's entire liability in respect of any Event of Default shall be limited to damages of an amount equal to the Price.

15.6 Subject to clause 15.3 above 4NET shall not be liable to the Customer in respect of any Event of Default for loss of profits, loss of business, loss of goodwill or any type of special, indirect or consequential loss (including loss or damage suffered by the Customer as a result of an action brought by a third party) even if such loss was reasonably foreseeable or 4NET had been advised of the possibility of the Customer incurring the same.

15.7 If a number of Events of Default give rise substantially to the same loss then they shall be regarded as giving rise to only one claim under this agreement.

15.8 The Customer hereby agrees to afford 4NET not less than thirty (30) days in which to remedy any Event of Default hereunder.

15.9 Except in the case of an Event of Default arising under clause 15.3 above 4NET shall have no liability to the Customer in respect of any Event of Default unless the Customer shall have served notice of the same upon 4NET within 2 years of the date it became aware of the circumstances giving rise to the Event of Default or the date when it ought reasonably to have become so aware.

15.10 Nothing in this clause 15 shall confer any right or remedy upon the Customer to which it would not otherwise be legally entitled.

## **16 Export Terms**

16.1 Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in this agreement, but if there is any conflict between the provisions of Incoterms and this agreement, the latter shall prevail.

16.2 Where the Equipment and the Software is supplied for export from the United Kingdom, the provisions of this clause 16 shall (subject to any special terms agreed in writing between the Customer and 4NET) apply notwithstanding any other provision of this agreement.

16.3 The Customer shall be responsible for complying with any legislation or regulations governing the importation of the Equipment and the Software into the country of destination and for the payment of any duties thereon.



16.4 The Customer shall be responsible for arranging for inspection of the Equipment and the Software at 4NET's premises before shipment. 4NET shall have no liability for any claim in respect of any damage to the Equipment and the Software which is made after shipment, or in respect of any damage during transit.

16.5 The Price is based on the exchange rate between £Sterling and the currency of the country to which the System is being exported as set forth in "The Financial Times" of London, England on the date this agreement was signed. 4NET shall be entitled to amend the Price to take into account variations of more than five percent (5%) from the exchange rate set forth in "The Financial Times" of London, England on the date this agreement was signed

## 17 Termination

17.1 This agreement may be terminated:

17.1.1 forthwith by 4NET if the Customer fails to pay any sum due hereunder in accordance with clause 9;

17.1.2 forthwith by either party if the other commits any material breach of any term of this agreement (other than one falling within 17.1.1 above) and which (in the case of a breach capable of being remedied) shall not have been remedied within thirty (30) days of a written request to remedy the same; and

17.1.3 forthwith by 4NET if the Customer shall convene a meeting of its creditors or if a proposal shall be made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors or if the Customer shall be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or if a trustee receiver administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the Customer or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the Customer or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction).

17.2 Any termination of this agreement pursuant to this clause shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.



17.3 In the event of termination of this agreement for any reason the license to use the Software and the Documentation shall cease immediately and the Customer shall return to 4NET all copies of the Documentation and the Software then in its possession.

## **18 Confidentiality**

18.1 Each of the parties hereto undertakes to the other to keep confidential all information (written, electronic or oral) concerning the business and affairs of the other that it shall have obtained or received as a result of the discussions leading up to or the entering into of this agreement save that which is:

18.1.1 trivial or obvious;

18.1.2 already in its possession other than as a result of a breach of this clause; or 18.1.3 in the public domain other than as a result of a breach of this clause.

18.2 Each of the parties undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of clause 18.1 above by its employees agents and sub-contractors.

## **19 Non-solicitation of Employees**

19.1 Customer shall not, during the term of this agreement nor for a period of one year after its expiry or termination for whatever reason whether directly or indirectly and in any capacity whatsoever (whether on its own behalf or on behalf of any other person firm or company) solicit the services of or approach any employee or officer of 4NET with a view to recruiting that person for the purposes of employment.

## **20 Force Majeure**

20.1 Neither party hereto shall be liable for any breach of its obligations hereunder resulting from causes beyond its reasonable control including but not limited to fires strikes (of its own or other employees) insurrection or riots embargoes container shortages wrecks or delays in transportation inability to obtain supplies and raw materials requirements or regulations of any civil or military authority (an 'Event of Force Majeure').



20.2 Each of the parties hereto agrees to give notice forthwith to the other upon becoming aware of an Event of Force Majeure such notice to contain details of the circumstances giving rise to the Event of Force Majeure.

20.3 If a default due to an Event of Force Majeure shall continue for more than twelve (12) weeks then the party not in default shall be entitled to terminate this agreement. Neither party shall have any liability to the other in respect of the termination of this agreement as a result of an Event of Force Majeure.

## **21 Waiver**

21.1 The waiver by either party of a breach or default of any of the provisions of this agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

## **22 Notices**

22.1 Any notice request instruction or other document to be given hereunder shall be delivered or sent by first class post or by facsimile transmission (such facsimile transmission to be confirmed by letter posted within 12 hours) to the address of the other party set forth at the head of this agreement or to the facsimile number of the other party and any such notice or other document shall be deemed to have been served (if delivered) at the time of delivery (if sent by post) upon the expiration of 48 hours after posting and (if sent by facsimile transmission) upon the expiration of 12 hours after dispatch.

## **23 Invalidity and severability**

23.1 If any provision of this agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

## **24 Entire agreement**



24.1 4NET shall not be liable to the Customer for loss arising from or in connection with any representations agreements statements or undertakings made prior to the date of execution of this agreement other than those representations agreements statements and undertakings confirmed by a representative of 4NET of an equal or higher managerial level as the person signing this agreement in writing.

## **25 Successors**

25.1 This agreement shall be binding upon and ensure for the benefit of the successors in title of the parties hereto.

## **26 Assignment**

26.1 The Customer shall not be entitled to assign this agreement nor all or any of its rights and obligations hereunder without the prior written consent of 4NET.

## **27 VAT**

27.1 Save insofar as otherwise expressly provided all amounts stated in this agreement are expressed exclusive of value added tax and any value added tax arising in respect of any supply made hereunder shall on the issue of a valid tax invoice in respect of the same be paid to the party making such supply by the party to whom it is made in addition to any other consideration payable therefor.

## **28 Third Parties**

28.1 Save as expressly provided herein, no right in favour of a third party pursuant to the Contract (Rights of Third Parties) Act 1999 arise or are granted.

## **29 Headings**

29.1 Headings to clauses in this agreement are for the purpose of information and identification only and shall not be construed as forming part of this agreement.

## **30 Survivorship**

30.1 The provisions of those clauses which must, in order to have full effect, survive termination of this agreement shall survive termination of this agreement.

## **31 Law**



31.1 This agreement shall be governed by and construed in accordance with English law and the parties hereto agree to submit to the non-exclusive jurisdiction of the English courts.

This agreement supersedes all other arrangements between 4NET and the Customer (except any maintenance agreements in place) and is valid from the date of signing, for all future orders, or until is cancelled in writing and accepted by either party.



AS WITNESS the hands of the parties or their duly authorised representatives the day and the year first above written

Signed by \_\_\_\_\_

(Print Name) \_\_\_\_\_

for and on behalf of 4Net Technologies Ltd

in the presence of \_\_\_\_\_

(Print Name) \_\_\_\_\_

Signed by \_\_\_\_\_

(Print Name) \_\_\_\_\_

for on and behalf of (Print Company Name) \_\_\_\_\_

in the presence of \_\_\_\_\_

(Print Name) \_\_\_\_\_