

TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

1 GENERAL

These terms and conditions, in conjunction with the accompanying 1Spatial proposal and/or quotation apply in preference to and supersede any terms and conditions referred to, offered or relied on by the Buyer, and govern the sale by 1Spatial of Software as defined in the quotation (together hereinafter termed "the Goods"), and the provision of Consultancy Services ("the Services"). 1Spatial will not be bound by any standard or printed terms furnished by the Buyer in any of its documents, unless the Buyer specifically states in writing separately from such terms that it intends such terms to apply and 1Spatial acknowledges such notification in writing.

2 DESCRIPTION

The description of the Goods and Services is given by way of identification only, and the use of such description shall not constitute a sale by description.

3 1SPATIAL SOFTWARE SPECIFICATION

Software produced and supplied by 1Spatial is as specified in the relevant Technical Product Description, details of which will be supplied on request.

4 THIRD PARTY SOFTWARE SPECIFICATION

Third party software ("Third Party Software") supplied by 1Spatial is as specified in the third-party supplier's product literature, supplied on request.

5 THIRD PARTY DATA SPECIFICATION

Third party data ("Third Party Data") supplied by 1Spatial is as specified in the third-party supplier's product literature, supplied on request.

6 CONSULTANCY SERVICES

Consultancy services may include project management, installation, configuration, training and support. These services shall be performed by appropriately qualified and trained personnel, with due care and diligence, and in accordance with best industry practice. They will conform to the accompanying 1Spatial Proposal and any specifications subsequently agreed upon between the parties.

7 PRICE

7.1 The Price is as supplied in the quotation. All sums payable are in Pounds Sterling unless otherwise stated, and are exclusive of VAT and any other duties or surcharges which may be applicable.

7.2 Any variation to the Price as a result of government taxes and levies will be for the Buyer's account.

7.3 Travel & subsistence costs arising from the necessity for 1Spatial personnel to work away from its offices, in order to supply the goods and services specified under this contract, will be charged to the Buyer at cost provided that they are approved by the Buyer in writing in advance.

8 VALIDITY

The offer is valid for 30 days from the date of quotation unless stated otherwise

9 PAYMENT TERMS

9.1 Payment for goods supplied will be strictly in accordance with the terms of the 1Spatial quotation by mutual agreement with the Customer. In the absence of payment terms in the quotation, payment of invoices is strictly 30 days from date of receipt unless otherwise stated on the invoice.

9.2 Should the purchase be effected through a finance company then this must be stated and the finance company clearly identified at the time of order.

9.3 If payment of the price or any part thereof is not made by the due date, 1Spatial shall be entitled to charge interest from the due date on the outstanding amount at the rate of 3% per annum over the Bank of England base rate for each month or part thereof that the debt remains outstanding, or to terminate the contract.

9.4 Where an agreed Consultancy services engagement is subsequently postponed or cancelled, 1Spatial reserves the right to charge for any services provided up to cancellation or postponement, and any costs incurred such as, but not limited to, non-refundable accommodation and transportation costs.

10 OWNERSHIP

Ownership in the Goods and services supplied to the Buyer by 1Spatial will not pass to the Buyer until the Price has been paid in full.

11 SOFTWARE AND DATA

11.1 All software is supplied as executable code only, is subject to a licence and remains the property of the original owner.

11.2 The terms of the 1Spatial Software Licence Agreement shall apply to 1Spatial Software.

11.3 Third Party Software is supplied in accordance with the terms of the original owner's end-user licence terms and conditions.

11.4 Third Party Data is supplied in accordance with the terms of the original owner's end-user licence terms and conditions.

12 DELIVERY & SHIPPING

1Spatial will deliver the Goods by any method of transport at its disposal unless a preferred method of shipping is identified in advance by the Buyer. Shipping charges will be passed on to the Buyer at cost.

13 INSTALLATION

When the Buyer expects 1Spatial to integrate Software or Third-Party Software and equipment with the Buyer's own software and equipment, then, unless this work is identified separately in the contract of sale, 1Spatial shall be entitled to charge for the work involved in completing the installation.

14 ACCEPTANCE

Acceptance of the Software, Data and Services will occur on delivery unless acceptance tests have been separately agreed between the parties prior to delivery.

15 TIME

1Spatial undertakes to use its reasonable endeavours to dispatch the goods and services in accordance with the agreed delivery schedule

16 RISK

The risk in the goods will pass to the Buyer at the time of delivery

17 WARRANTY

17.1 **1Spatial Software** is supplied under the warranty terms described in the 1Spatial standard licence agreement, supplied on request.

17.2 **Third Party Software** is supplied under the warranty terms described in the Third-Party standard licence agreement, supplied on request.

17.3 **Third Party Data.** 1Spatial provides no warranty and accepts no responsibility in respect of quality or integrity of Third-Party Data.

17.4 **Services:** 1Spatial warrants that the services will be provided with reasonable skill and care for a period of 90 days from delivery, the services shall conform to any specifications agreed between the parties. If any of the Services are non-conforming during such period, 1Spatial shall take remedial action so that the Services and outputs conform to the agreed specifications.

18 SOFTWARE MAINTENANCE

Software maintenance for 1Spatial or Third-Party software, if ordered, shall be the subject of a separate support & maintenance agreement.

19 LIABILITY

Should it be proven that loss or damage is caused by the default or negligence of the 1Spatial or its servants or agents, then the limit of liability shall not exceed the sum of £5,000,000 in respect of any event or series of connected events, other than injury including death to a person, due to negligence, for which no limit applies. In no event will the Company be liable for any loss of data, lost profits, or any special, indirect or consequential damages.

20 FORCE MAJEURE

If delivery is delayed by fire, accidents, or any other cause beyond the reasonable control of 1Spatial, a reasonable extension of time for delivery shall be granted and (if the delayed is caused by the Buyer) the Buyer shall pay such reasonable extra charges as shall have been occasioned by the delay. Either party may terminate the agreement if delay due to Force Majeure exceeds 6 months.

21 LAW

The Contract shall be deemed to have been made in England and the parties to the contract hereby submit to the jurisdiction of the English Courts. English law shall be the proper law of the contract.