

GENERAL TERMS & CONDITIONS

1. GENERAL

1.1 In these Conditions The following expressions shall have the following meanings:

Acceptable Use Policy: the acceptable use policy agreed between the Customer and Bechtle or, if none is agreed, Bechtle's acceptable use policy at Schedule 1 as updated and amended from time to time.

Applicable Data Protection Laws means:

To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.

To the extent the EU GDPR applies, the law of the law of the European Union or any member state of the European Union to which Bechtle is subject, which relates to the protection of personal data.

Bechtle: means Bechtle Limited registered in England and Wales with company number 03283032 and any subsidiary or holding company or associate (as defined in the Companies Act 2006 as amended) of the said company.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Customer: the individual firm company or other party from whom an order to supply Goods is received by Bechtle.

Charges: the charges payable to Bechtle, as described in the relevant Order.

Cloud and Telephony Services: the provision of Landlines, Mobile Devices and Airtime and Hosted Telephony (as defined in the Special Conditions applicable to Cloud and Telephony Services) supplied by Bechtle to the Customer if set out in the Order or Scope of Works.

Conditions: these general terms and conditions of sale together with any applicable Special Conditions.

Confidential Information: all confidential information (however recorded or preserved) disclosed by a party or its Representatives to the other party and that party's Representatives in connection with this Contract which information is either labelled as such or else which should reasonably to be considered as confidential because of its nature and the manner of its disclosure. The term "Confidential Information" does not include any information that: is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause); or was available to the receiving party on a non-confidential basis prior to disclosure by the disclosing party; or was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality Contract with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or was known to the receiving party before the information was disclosed to it by the disclosing party; or the parties agree in writing is not confidential or may be disclosed; or is developed by or for the receiving party independently of the information disclosed by the disclosing party.

Contract: the contract between Bechtle and the Customer for the supply of Goods, Software and/or Services in accordance with the Conditions.

Customer Data: any information which is provided by Customer to Bechtle as part of Customer's use of the Service, including any information derived from such information.

Data Controller, Data Processor, Personal Data and Data Subject have the meanings in the Applicable Data Protection Laws.

Date of Delivery: the date on which the delivery of the Goods takes place pursuant to Condition 5.

Direct Third Party Services: the services of third parties and/or software programs proprietary to third parties, which are to be provided to the Customer without modification.

DOA Period: the period during which a third party manufacturer will offer to automatically replace defective Goods without exercising any option to repair them

EU GDPR: the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law.

Goods: the goods, hardware and other products which Bechtle is to supply under the Contract as stated in the Order (but excluding Software).

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, trade names, rights in domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Managed Services: the managed and support and maintenance services supplied by Bechtle to the Customer if set out in the Order or Scope of Works.

Order: the Customer's order for the supply of Goods, Software and/or Services set out in the Customer's order form, or the Customer's written acceptance of Bechtle's quotation or scope of work, or overleaf, as the case may be.

Permitted Purpose: the purpose of exercising or performing a party's rights and obligations under this Contract.

Professional Services: the consultancy and/or design services supplied by Bechtle to the Customer if set out in the Order or Scope of Works.

Representatives: a party's employees, officers, representatives, advisers or subcontractors.

Scope of Works: the detailed plan describing the project and setting out the estimated timetable and responsibilities of each of the parties for, or in connection with, the provision of the Services by Bechtle in accordance with the Contract.

Services: the services, supplied by Bechtle to the Customer as set out in the Order and detailed in any Scope of Works, including any Professional Services, Managed Services, Cloud and Telephony Services.

Software: any software programs (including any software to be provided as a service) which are to be provided to the Customer without modification under an Order.

Special Conditions: the additional terms and conditions which apply to the Contract as set out in the Scope of Works.

TUPE: the Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended from time to time.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

1.2 Interpretation:

- 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 successors and permitted assigns.
- c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- d) Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- e) A reference to writing includes email
- f) Words importing the singular number shall include the plural and vice versa, words importing one gender shall include all genders, and words importing persons shall include bodies, corporate, unincorporated associations and partnerships.

1.3 If there is any conflict or ambiguity between these general terms and conditions of sale and any of the applicable Special Conditions, the Special Conditions shall have priority.

2. ORDERS PROCESS

2.1 The Customer may order Goods, Software or Services by placing an Order with Bechtle. The Order shall set out the details of Goods, Software and/or Services to be provided, the Charges and the Special Terms which shall apply.

2.2 The Order constitutes an offer by the Customer to purchase Goods and/or Services or in accordance with these Conditions. Notwithstanding that Bechtle may have given a detailed quotation or estimate either verbally or in writing no Order shall be binding on Bechtle unless and until it has been accepted in writing by Bechtle.

2.3 These Conditions and the applicable Special Conditions shall:

- a) apply to and be incorporated in the Contract; and
- b) prevail over any inconsistent terms or conditions contained in, or referred to in, the Customer's purchase order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing.

2.4 No variation of the Contract by the Buyer shall be binding upon Bechtle unless made in writing and signed on behalf of Bechtle.

2.5 Bechtle may vary these terms and conditions from time to time on giving the Customer at least 30 days' notice in writing provided that any variation required by applicable law will be effective immediately. The Customer's continued use of the Services, Goods and/or Software will constitute the Customer's acceptance of the variation.

2.6 To enable Bechtle to pursue its policy of continuous improvement of its products Bechtle reserves the right to amend the specification of the Goods, Software and/or Services from time to time whether before or after the making of the Contract.

3. DELIVERY

3.1 Delivery of Goods shall be deemed to be effected by Bechtle at the following times:

- a) Where Goods are delivered by Bechtle, when the same arrive prior to unloading at the Customer's premises or at the premises nominated by the Customer or at the nearest accessible road point to such premises.
- b) Where Goods are delivered by an independent carrier, at the time of unloading at the Customer's premises or at the premises nominated by the Customer or at the nearest accessible road point to such premises
- c) Where Goods are to be collected by or on behalf of the Customer by its servants or agents, when the same are collected or when Bechtle notifies the Customer that the same are ready for collection, whichever is earlier.

3.2 Whilst Bechtle will make every reasonable effort to complete the Contract by the date(s) therein specified for delivery of Goods such date(s) are estimates only and time for performance of the Contract by Bechtle shall not be of the essence of the Contract, Bechtle's failure to so deliver the Goods by the due date(s) shall not constitute a breach of Contract and Bechtle shall not in any circumstances be responsible for any direct or consequential loss or damage of any kind whatsoever resulting therefrom.

3.3 Bechtle may wholly or partly suspend deliveries of Goods and the Customer shall accept late delivery of such Goods unless the Customer has cancelled the Contract in accordance with the provisions of Condition 16.

4. QUANTITIES INSTALMENTS AND STORAGE

4.1 Where Goods are delivered by instalments each instalment shall be deemed to be sold under a separate Contract and no default in respect of any one instalment shall affect due performance of the Contract as regards other instalments.

4.2 Bechtle will endeavour to deliver the quantity of Goods ordered. If there is a surplus or shortage of Goods which is so slight that it would be unreasonable for the Customer to reject delivery of them the Customer shall be deemed to have accepted the Goods and shall pay for the actual quantity delivered.

4.3 The Customer shall indemnify and keep indemnified Bechtle in full against all costs, losses, damages and expenses whatsoever arising in connection with the storage of the Goods if Bechtle shall be prevented from delivering any of the Goods in accordance with the Contract as a result of delay or default on the part of the Customer or any reason beyond Bechtle's reasonable control and such costs, losses, damages and expenses will be added to and form part of the Charges of the Goods. Bechtle shall be entitled in its absolute discretion and without giving prior notice to the Customer at the expiration of 3 months to sell or otherwise dispose of Goods kept in storage.

5. RISK AND TITLE TO GOODS

5.1 The Goods are at the risk of the Customer from the time of delivery.

5.2 Ownership of the Goods shall not pass to the Customer until Bechtle has received in full (in cash or cleared funds) all sums due to it in respect of the Goods and all other sums which are or which become due to Bechtle from the Customer on any account.

5.3 Until ownership of the Goods has passed to the Customer, the Customer must:

- a) hold the Goods on a fiduciary basis as Bechtle's bailee;
- b) store the Goods (at no cost to Bechtle) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as Bechtle's property;
- c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;
- d) maintain the Goods in satisfactory condition and keep them insured on Bechtle's behalf for their full price against all risks to the reasonable satisfaction of Bechtle. On request the Customer shall produce the policy of insurance to Bechtle; and
- e) hold the proceeds of any insurance in respect of the Goods on trust for Bechtle and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

5.4 The Customer's right to possession of the Goods before ownership has passed shall terminate immediately if:

- a) Any of the events in conditions 16.1 1.1a) to 16.1 1.1d) takes place in connection with the Customer; or
- b) Bechtle reasonably apprehends that any of the circumstances in in condition 16.1 1.1a) to 16.1 1.1d) is about to occur in relation to the Customer and notifies the Customer accordingly; or
- c) if the Customer commits a material breach of any of the terms of the Contract or any other contract between the Customer and Bechtle fails to remedy the same within 7 days of being notified of the breach;
- d) the Customer encumbers or in any way charges any of the Goods; or
- e) anything analogous to the foregoing occurs in any other jurisdiction.

5.5 Bechtle shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from Bechtle.

5.6 The Customer grants Bechtle, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.

6. USE OF SOFTWARE

6.1 The Customer shall use the Services in accordance with the Acceptable Use Policy, as varied from time to time and notified to the Customer.

6.2 The Customer shall indemnify and hold Bechtle harmless from any losses, damages costs and expenses suffered or incurred as a result of the Customer's breach of the Acceptable Use Policy.

6.3 The Customer shall not provide the Services to third parties without the prior written consent of Bechtle.

6.4 Bechtle shall procure the provision of the Direct Third Party Services to the Customer under the standard terms provided by the relevant third parties, copies of which shall be annexed to this Contract or sent separately to the Customer by the third party and/or presented to the Customer's IT administrator electronically upon first log-in and the Customer agrees to be bound by such terms. The Customer acknowledges that it will have a direct relationship with those third parties and that, while Bechtle may provide the Services in relation to or supplemental to such Direct Third Party Services, if there is any inconsistency between the terms of this Agreement and the third party's terms, with respect to the Direct Third Party Services the latter will prevail.

6.5 The Customer acknowledges that Bechtle is reselling the Software from third party licensors and that all intellectual property rights in the Software are, and shall remain, the property of the third party licensors.

6.6 The Customer's rights to use the Software is subject to the standard licensing terms of the third party licensors. The Customer agrees to comply with such third party licensing terms and understands the Customer acquires no rights in or to the Software other than those expressly granted in those licensing terms. Where Bechtle pre-installs the Software on the Goods or sets up an online subscription to the Software, the Customer acknowledges that it is bound by the licensing terms for such Software and where such pre-installation or set up involves Bechtle accepting the terms, Bechtle does so on behalf of the Customer.

6.7 The Customer shall acquire ownership of any physical media containing the Software in accordance with Condition 5.

7. CLAIMS FOR DAMAGE IN TRANSIT/DEFECTS

7.1 The Customer shall inspect the Goods within 2 days of the Date of Delivery and whether or not the Customer carries out such obligation to inspect, subject to Condition 8, no claims for non-delivery, shortages in quantity of units delivered, defective Goods, partial loss or damage to Goods will be accepted by Bechtle unless:

- a) the Customer informs the delivery carrier of any Goods which are damaged upon arrival or if there are Goods shortages and procures the carrier notes such damage or shortages on the delivery information;
- b) the Customer notifies Bechtle in writing within 2 days after the Date of Delivery (in the case of partial loss, damage or defective Goods) or 5 days after the date of the invoice (in the case of non-delivery);
- c) the Goods in respect of which a claim is made together with the packaging are preserved intact as received and at the Customer's risk for a period of 21 days from notification of any such claim and
- d) the Customer permits Bechtle or its servants or agents full and free right of access to inspect the Goods and investigate the claim.

7.2 If the Customer fails to give the appropriate notice as specified in Condition 7.1 the Customer's claim will be deemed to have been waived and will be absolutely barred.

7.3 Section 35A of the Sale of Goods Act 1979 shall not apply.

8. RETURNS

If the Customer wishes to return any non-defective Goods, a returns material authorisation number (RMA) must be requested from Bechtle within 7 days of receipt of the Goods and prior to returning any item. Once Bechtle have issued a RMA, Goods must be returned within a 5 day period. All returned Goods must be unopened in the original manufacturer's packaging complete with accessories and manuals. Goods must be in pristine, resalable condition with no markings on the packaging. If Goods are ordered in error or are no longer required, the Goods are charged at the full invoice amount. However, Bechtle may at its discretion accept the Goods back subject to a restocking fee. A minimum charge of £20.00 will apply, plus delivery costs.

9. WARRANTY

9.1 Where Goods are supplied by Bechtle but manufactured by a third party, Bechtle shall:

- a) where the Customer notifies Bechtle of a defect in such Goods within the relevant manufacturer's DOA Period (if any), assist the Customer with obtaining replacement Goods from such manufacturer; and
- b) use its best endeavours to pass on to the Customer any warranties or guarantees of such Goods which Bechtle has under contract with that third party.

9.2 The Customer is advised to view the brief details of such warranty and/or guarantee appearing in the specification section of the description of the Goods on Bechtle's website at www.bechtler.com/gb or to contact the relevant manufacturer for more detail prior to placing its order for such Goods. Bechtle shall have no liability in respect of defects in the Goods which will result from the manufacture, design, materials or workmanship of that third party and except as aforesaid any warranties, conditions or undertakings (whether express or implied by statute, common law or otherwise) howsoever in respect of such Goods are, to the extent permitted by law, hereby expressly excluded.

9.3 In substitution of all and any other rights which the Customer might or would have against Bechtle but for these Conditions and subject to Conditions 7.1 and 9.1 Bechtle shall make good by replacement or, at its option, repair any failure (fair wear and tear excepted) in the Goods which, under conditions of proper use and maintenance, results from defects in Bechtle's manufacture, design, materials or workmanship and which appears not later than 12 months after the Date of Delivery.

9.4 Notwithstanding the provisions of Conditions 9.1 and 9.2, in the case of a claim falling within Condition 9.2, Bechtle reserves the right at its sole discretion to credit the Customer in full the price paid by the Customer to Bechtle in lieu of repair or replacement of the relevant Goods.

9.5 Bechtle's liability under this Condition shall automatically cease if

- a) the Customer is in breach of this or any other contract made with Bechtle: or
- b) Bechtle or its servants or agents are denied full and free right of access to the allegedly defective Goods; or
- c) the Goods have been treated improperly or in a way which has contributed to the defect (whether before or after a defect is detected).

9.6 The warranty set out in Condition 9.2 shall be in lieu of any warranties conditions or undertakings whether express or implied by statute common law or otherwise howsoever which warranties, conditions and undertakings are hereby expressly excluded except that such exclusions will not apply to any implied condition that Bechtle has or will have the right to sell the Goods when the property is to pass.

10. DESIGNS AND INTELLECTUAL PROPERTY

10.1 Unless otherwise agreed in writing, Bechtle will be the sole owner of the copyright and all other Intellectual Property Rights in all documents and drawings made or produced by it in preparing a quotation for the Customer or in the course of providing the Goods, Software and/or Services to the Customer.

10.2 The Customer acknowledges that all Intellectual Property Rights used by or subsisting in the Goods, Software and Services are and shall remain the sole property of Bechtle or the third party rights owner. Bechtle licenses all such rights to the Customer free of charge and on a non-exclusive, non-transferable and worldwide basis to such extent as is necessary to enable the Customer to make reasonable use of the Services as is envisaged by the parties. If Bechtle terminates the Contract this licence will automatically terminate.

10.3 The Customer acknowledges that the Customer's use of rights in Some Software may be conditional on Bechtle obtaining a written end-user licence (or sub-licence) of such rights from the relevant licensor or licensors on such terms as will entitle Bechtle to license such rights to the Customer.

11. CHANGES

11.1 If either party wishes to change the scope of a Service (including Customer requests for additional services), it shall submit details of the requested change to the other in writing.

11.2 If either party requests a change to the scope or execution of the Services, Bechtle shall, within a reasonable time, provide a written estimate to the Customer of:

- a) the likely time required to implement the change;
- b) any variations to the Charges arising from the change;
- c) the likely effect of the change on the Scope of Works if applicable; and
- d) any other impact of the change on the terms of this Contract.

11.3 If Bechtle requests a change to the scope of the Services, the Customer shall not unreasonably withhold or delay consent to it.

11.4 If the Customer wishes Bechtle to proceed with the change, Bechtle has no obligation to do so unless and until the parties have agreed in writing the necessary variations to its charges, the Scope of Works and any other relevant terms of this Contract to take account of the change.

12. CUSTOMER'S OBLIGATIONS

12.1 The Customer shall provide Bechtle with:

- a) all necessary co-operation in relation to the Contract; and
- b) all necessary access to such information as may be required by Bechtle;
- c) in order to provide the Goods, Software and/or Services, including but not limited to Customer Data, security access information and software interfaces, to the Customer's other business applications;
- d) provide such personnel assistance and access to and use of its premises, facilities and utilities as may be reasonably requested by Bechtle from time to time;
- e) maintain all relevant Customer equipment in good working order and suitable for Bechtle to provide the Services;
- f) comply with all applicable laws and regulations with respect to its activities under this Contract, including those set out in clause 14 below;
- g) carry out all other Customer responsibilities set out in this Contract or in any of the schedules in a timely and efficient manner.

12.2 In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Bechtle may:

- a) adjust any timetable or delivery schedule as reasonably necessary; and
- b) ensure the Customer has and maintains the right in any equipment or software that it makes available to Bechtle as part of the Services, whether the same are stored on the Customer's or Bechtle's premises.

13. PAYMENT

13.1 The Customer shall pay the Charges for the Goods, Software and Services in the amounts and at the times set out in the relevant Order or, if no Charges are specified, as calculated in Bechtle's price list currently in force.

13.2 The Customer may apply to Bechtle for credit arrangement by completing a formal credit application to be completed by an authorised company representative. The credit application form can be found at www.bechtler.com/gb. By completing and submitting the application to Bechtle the Customer accepts and agrees that Bechtle may undertake various credit checks on the Customer. Bechtle will inform the Customer of the outcome of the application and if a credit facility is granted to the Customer, the Customer hereby accepts and agrees to settle of such credit facility shall be made within 30 days of Bechtle's invoice. Bechtle has no obligation to offer any credit facility to the Customer and any credit account is granted only on the completion of checks and references to Bechtle's satisfaction. Any credit account offered will be under

continued review and Bechtle may reduce, amend or withdraw a Customer's credit facility at any time.

13.3 All amounts and Charges stated or referred to in this Contract are exclusive of value added tax, which shall be added to Bechtle's invoice(s) at the appropriate rate.

13.4 The Customer shall pay the Charges by the date specified in Bechtle's invoice or if no date is specified, 30 days after the invoice date.

13.5 Time of payment by the Customer shall be of the essence in this Contract.

13.6 Bechtle shall have the right to alter the rates of the Charges as stated in Bechtle's quotation from time to time by giving the Customer not less than four weeks' notice in writing.

13.7 Bechtle reserves the right to:

- a) increase the charges for the Software, Goods and Services on an annual basis with effect from each anniversary of the commencement of the Contract in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the commencement of the Contract and shall be the latest available figure for the percentage increase in the Retail Prices Index;
- b) increase the price of the Services, Software and Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Services, Software and Goods to Bechtle that is due to:
 - I. any factor beyond the control of Bechtle (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - II. any request by the Customer to change the delivery date(s), quantities or types of Goods or Software ordered, or the Scope of Works; or
 - III. any delay caused by any instructions of the Customer in respect of the Services, Goods or Software; or
 - IV. failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Services, Goods or Software.

13.8 If the Customer fails to make any payment in full on the due date under this Contract Bechtle may:

- a) request payment on demand of all invoices issued whether or not due at that point;
- b) request payment upfront for any further Services it provides;
- c) charge interest on the outstanding amount, such interest to accrue on a daily basis at the rate of 4% above the base rate of Barclays Bank PLC from time to time in force or such higher rate as is prescribed under together with statutory compensation under the Late Payment of Commercial Debts (Interest) Act 1998 from the due date until the date of payment, whether before or after judgment;
- d) suspend the provision of the Services; and
- e) exercise a lien over the Goods until such time as all outstanding payments are made in full.
- f) The Customer shall not be entitled to withhold payment of any amount due to Bechtle by reason of any disputed claim by the Customer in connection with the Contract nor shall the Customer be entitled to set off against any amount payable under the Contract to Bechtle any amount which is not then due and payable by Bechtle or for which Bechtle disputes liability.

13.9 In the event a Customer has any queries with or wishes to dispute an invoice then it must inform Bechtle in writing within 30 days of the date of invoice. Bechtle shall have no obligation to deal with any invoicing queries or disputes received by the Customer after this time.

13.10 All payments payable to Bechtle under the Contract shall become due immediately on termination of the Contract, despite any other provision. This condition is without prejudice to any right to claim for interest under the law, or any such right under the Contract.

13.11 All amounts due under this agreement shall be paid by the Customer to Bechtle in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). Bechtle may, without prejudice to any other rights it may have, set off any liability of the Customer to Bechtle against any liability of Bechtle to the Customer.

14. DATA PROTECTION

14.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

14.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Data Controller and Bechtle is the Data Processor.

14.3 Without prejudice to the generality of clause 14.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Bechtle for the duration and purposes of this Contract.

14.4 Without prejudice to the generality of clause 14.1, Bechtle shall, in relation to any Personal Data processed in connection with the performance by Bechtle of its obligations under this Contract:

- a) process that Personal Data only on the written instructions of the Customer unless Bechtle is required by the laws of any member of the European Union or by the laws of the European Union applicable to Bechtle to process Personal Data ("Applicable Laws"). Where Bechtle is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, Bechtle shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Bechtle from so notifying the Customer;
- b) ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - I. the Customer or Bechtle has provided appropriate safeguards in relation to the transfer;
 - II. the data subject has enforceable rights and effective legal remedies;
 - III. Bechtle complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - IV. Bechtle complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- e) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

- f) notify the Customer without undue delay on becoming aware of a Personal Data breach;
- g) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Contract unless required by Applicable Law to store the Personal Data; and
- h) maintain complete and accurate records and information to demonstrate its compliance with this clause 14.

14.5 The Customer consents to Bechtle appointing third-party processors (or as otherwise notified from time to time) of Personal Data under this Contract. Bechtle confirms that it has entered or (as the case may be) will enter with the third-party processor into a written Contract substantially on that third party's standard terms of business. As between the Customer and Bechtle, Bechtle shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 14.5.

14.6 Either party may, at any time on not less than 30 days' notice, revise this clause 14 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Contract).

15. LIABILITY

15.1 This clause 15 sets out the entire financial liability of Bechtle (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer in respect of:

- a) any breach of this Contract;
- b) any use made by the Customer of the Goods, Software and Services;
- c) any non-performance or non-availability of the Goods, Software and Services; and
- d) any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with this Contract.

15.2 Except as expressly and specifically provided in the Contract all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

15.3 Nothing in the Contract excludes or limits the liability of Bechtle for:

- a) death or personal injury caused by Bechtle's negligence;
- b) fraud or fraudulent misrepresentation;
- c) breach of any obligation as to title implied by statute; or
- d) any other liability which cannot lawfully be excluded or limited.

15.4 Subject to clause 15.1 and 15.3 Bechtle's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Contract (including any indemnities under the Contract) shall be limited to an amount equal to 100% of the Charges.

15.5 Save as provided in Condition 15.1. Bechtle shall not be liable to the Customer for:

- a) any indirect or consequential loss or damage;
- b) loss of profit;
- c) loss of business;
- d) loss of agreements or contracts
- e) depletion of goodwill;
- f) wasted expenditure;
- g) loss of anticipated savings;

- h) loss of use or corruption of software, data or information;
- i) any other costs, expenses or other claims for indirect or consequential compensation whatsoever (however caused) which arise out of or in connection with the Contract.

16. TERMINATION

16.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- a) the other party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
- b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business [or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction];
- c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- d) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

16.2 Without affecting any other right or remedy available to it, Bechtle may terminate the Contract with immediate effect by giving written notice to the Customer if:

- a) the Customer fails to pay any amount due under the Contract on the due date for payment; or
- b) there is a change of control of the Customer.

16.3 Without affecting any other right or remedy available to it, Bechtle may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and Bechtle if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause b) to d) or Bechtle reasonably believes that the Customer is about to become subject to any of them.

16.4 On termination of the Contract:

- a) the Customer shall immediately pay to Bechtle all of Bechtle's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, Bechtle shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- b) the Customer shall return all and any Goods which have not been fully paid for. If the Customer fails to do so, then Bechtle may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

17. CONFIDENTIAL INFORMATION

17.1 Each party shall keep the other party's Confidential Information confidential and shall not:

- a) use such Confidential Information except for the Permitted Purpose; or
- b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause.

- 17.2 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Contract.
- 17.3 The Customer acknowledges that Bechtle's Confidential Information includes any network documentation, proposals, designs, plans, software or other materials created by Bechtle in connection with the Service and the Customer agrees not to make use of any such material for any purpose other than receipt of the Service from Bechtle.
- 17.4 Bechtle acknowledges that the Customer Data is the Confidential Information of the Customer.
- 17.5 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:
- a) it informs such Representatives of the confidential nature of the Confidential Information prior to disclosure; and
 - b) at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause.
- 17.6 A party may disclose Confidential Information to the extent required by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible.
- 17.7 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this Contract are granted to the other party, or to be implied from this Contract.
- 17.8 The provisions of this clause 11 shall continue to apply after termination of this Contract.

18. EMPLOYEES

- 18.1 The parties do not intend for any employees, officers, agents and contractors to transfer pursuant to TUPE from the employment of the Customer into the employment of Bechtle in connection with the commencement and/or the provision of the Services.
- 18.2 If, notwithstanding condition 18.1, any employees, officers, agents and contractors transfer (or are alleged to transfer) from the employment of the Customer into the employment of Bechtle, the Customer, on the demand of Bechtle, shall indemnify and fully reimburse Bechtle, for all time, from and against all direct or indirect actions, proceedings, claims, demands, costs, losses, expenses (including legal expenses), damages, liabilities and penalties whatsoever incurred, suffered or paid by Bechtle in respect of the employment or termination of the employment or other liability relating to each transferring individual.

19. NON-SOLICITATION

- 19.1 Except in respect of any transfer of staff pursuant to TUPE, neither party shall (except with the prior written consent of the other party) directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of the other party any person employed or engaged by such other party in the provision of the Services or (in the case of the Customer) in the receipt of the Services at any time during the Term or for a further period of 12 months after the termination of this Contract other than by means of a national advertising campaign open to all comers and not specifically targeted at any of the staff of the other party.
- 19.2 If either Bechtle or the Customer commits any breach of clause 19.1, the breaching party shall, on demand, pay to the claiming party a sum equal to one year's basic salary or the annual

fee that was payable by the claiming party to that employee, worker or independent contractor plus the recruitment costs incurred by the claiming party in replacing such person.

20. ANTI-BRIBERY

20.1 Each party shall:

- a) comply with all applicable laws, regulations, mandatory codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);
- b) have and shall maintain in place throughout the Term its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate;
- c) promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this Contract;
- d) immediately notify the other party if a foreign public official becomes one of its officers or employees or acquires a direct or indirect interest in the first party (and the first party warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Contract).

20.2 Breach of this clause 20 shall be deemed a material breach under clause 16.1 a).

20.3 For the purposes of this clause 20 a person associated with a party includes but is not limited to any subcontractor of that party.

21. FORCE MAJEURE

21.1 Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:

- a) acts of God, flood, drought, earthquake or other natural disaster;
- b) epidemic or pandemic;
- c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- d) nuclear, chemical or biological contamination or sonic boom;
- e) any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition[, or failing to grant a necessary licence or consent;
- f) collapse of buildings, fire, explosion or accident; and
- g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party);
- h) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and
- i) interruption or failure of utility service.

21.2 Provided it has complied with condition 21.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

21.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

21.4 The Affected Party shall:

- a) as soon as reasonably practicable after the start of the Force Majeure Event but no later than 5 days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
- b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

22. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

23. SEVERANCE

- 23.1 If any court or competent authority finds that any provision of this Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Contract shall not be affected.
- 23.2 If any invalid, unenforceable or illegal provision of this Contract would be valid, enforceable and legal if some part of it were deleted, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

24. ENTIRE AGREEMENT

- 24.1 This Contract constitutes the entire agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements, contracts between them relating to its subject matter.
- 24.2 Each party acknowledges that in entering into this Contract it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Contract.
- 24.3 Each party agrees that its only liability in respect of those representations and warranties that are set out in this Contract (whether made innocently or negligently) shall be for breach of contract.
- 24.4 Nothing in this clause shall limit or exclude any liability for fraud.

25. ASSIGNMENT

- 25.1 The Customer shall not, without the prior written consent of Bechtle, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this Contract.
- 25.2 Bechtle may at any time assign, transfer, charge, subcontract or deal in any other manner, with all or any of its rights or obligations under this Contract without the consent of the Customer.

26. NO PARTNERSHIP OR AGENCY

Nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

27. THIRD-PARTY RIGHTS

This Contract is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns, and is not intended to benefit or be enforceable by anyone else.

28. NOTICES

- 28.1 Any notice required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service, at its registered office (if a company) or (in any other case) its principal place of business or sent by email to the address specified in the Scope of Works.
- 28.2 Any notice shall be deemed to have been received if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address, , or otherwise at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service. If sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this condition, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 28.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, "writing" shall include email.

29. DISPUTE RESOLUTION PROCEDURE

- 29.1 If a dispute arises out of or in connection with this Contract or the performance, validity or enforceability of it (Dispute) then the parties shall follow the procedure as follows:
- a) the operational managers of each party shall attempt to resolve the dispute as soon as practicably possible;
 - b) if the operational managers are not able to resolve the dispute within 5 Business Days, either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, the senior executives of both parties attempt in good faith to resolve it; and
 - c) if the senior executives of each party are for any reason unable to resolve the Dispute within 15 Business Days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (Mediation notice) to the other party to the Dispute, requesting a mediation. A copy of the Mediation notice should be sent to CEDR Solve. The mediation will start not later than 20 Business Days after the date of the Mediation notice.
- 29.2 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute.

30. GOVERNING LAW AND JURISDICTION

- 30.1 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

30.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1

ACCEPTABLE USE POLICY

1. Acceptable Use Policy

This acceptable use policy sets out the content standards that apply when the Customer makes use of the Services or Software.

2. Account Details

- 2.1. If the Customer is provided with, a user identification code, password or any other piece of information as part of our Services, Software or security procedures, the Customer must treat such information as confidential and must not disclose it to any third party.
- 2.2. Bechtle has the right to disable any user identification code or password, whether chosen by the Customer or allocated by us, at any time, if in our reasonable opinion the Customer have failed to comply with any of the provisions of this policy.
- 2.3. If the Customer knows or suspects that anyone other than the Customer knows the Customer user identification code or password, the Customer must promptly notify Bechtle.

3. Prohibited uses

- 3.1. The Customer may not use the Services and/or Software:
 - a) In any way that breaches any applicable local, national or international law or regulation.
 - b) In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
 - c) For the purpose of harming or attempting to harm minors in any way.
 - d) To bully, insult, intimidate or humiliate any person.
 - e) To send, knowingly receive, upload, download, use or re-use any material which does not comply with Bechtle's content standards below.
 - f) To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
 - g) To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
 - h) In any way that involves child sexual exploitation or abuse.
 - i) To upload terrorist content.
- 3.2. The Customer also agrees:
 - a) Not to reproduce, duplicate, copy or re-sell any part of Bechtle's Services or Software
 - b) Not to access without authority, interfere with, damage or disrupt:
 - i. any part of Bechtle's Services or Software;
 - ii. any equipment or network on which Bechtle's Services or Software stored;
 - iii. any software used in the provision of Bechtle's Services or Software; or
 - iv. any equipment or network or software owned or used by any third party.

4. Content standards

- 4.1. These content standards apply to any and all material which the Customer contributes to Bechtle's Services or Software (Contribution).
- 4.2. The Content Standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole.
- 4.3. Bechtle will determine, in its discretion, whether a Contribution breaches the Content Standards.
- 4.4. A Contribution:
 - a) Must be accurate (where it states facts).
 - b) Only contain opinions that are genuinely held.
 - c) Must comply with the law applicable in any country from which it is posted and to which the website is targeted.
- 4.5. A Contribution must not:
 - a) Be defamatory of any person.
 - b) Be obscene, offensive, hateful or inflammatory.

- c) Bully, insult, intimidate or humiliate.
- d) Encourage, promote or provide instructions for deliberate self-harm.
- e) Encourage, promote or provide instructions for suicide.
- f) Encourage, promote or provide instructions for an eating disorder or behaviours associated with an eating disorder.
- g) Promote sexually explicit material.
- h) Include child sexual abuse material.
- i) Incite violence or hatred against particular groups.
- j) Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- k) Include content that would be considered a criminal offence under laws relating to terrorism, child sexual abuse material, racism or xenophobia.
- l) Infringe any copyright, database right or trade mark of any other person.
- m) Include video content that has been or would be likely to be given an R18 certificate by the British Board of Film Classification (BBFC).
- n) Include video content not suitable for BBFC classification.
- o) Include material that might impair the physical, mental or moral development of persons under the age of 18.
- p) Be likely to deceive any person.
- q) Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- r) Contain illegal content or promote any illegal content or activity.
- s) Be in contempt of court.
- t) Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- u) Be likely to harass, upset, embarrass, alarm or annoy any other person.
- v) Impersonate any person or misrepresent the Customer identity or affiliation with any person.
- w) Give the impression that the Contribution emanates from Bechtle if this is not the case.
- x) Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- y) Contain a statement which the Customer know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- z) Contain any advertising or promote any services or web links to other sites.

5. Breach of this policy

- 5.1. When Bechtle consider that a breach of this acceptable use policy has occurred, Bechtle may take such action as Bechtle deem appropriate.
- 5.2. Failure to comply with this acceptable use policy constitutes a material breach of Bechtle's General Terms and Conditions upon which the Customer are permitted to use Bechtle's Services or Software, and may result in Bechtle's taking all or any of the following actions:
 - a) Immediate, temporary or permanent withdrawal of the Customer right to use Bechtle's Services or Software.
 - b) Immediate, temporary or permanent removal of any Contribution uploaded by the Customer to Bechtle's Services or Software.
 - c) Issue of a warning to the Customer.
 - d) Legal proceedings against the Customer for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
 - e) Further legal action against the Customer.
 - f) Disclosure of such information to law enforcement authorities as Bechtle reasonably feel is necessary or as required by law.
- 5.3. Bechtle excludes liability for all action Bechtle may take in response to breaches of this Acceptable Use Policy. The actions Bechtle may take are not limited to those described above, and Bechtle may take any other action Bechtle reasonably deem appropriate.

MANAGED SERVICES AND SUPPORT TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in these Managed Services and Support Terms.

Assets: means any Software Asset or Intellectual Property Rights provided by the Customer for use by Bechtle for the delivery of Services to the Customer.

Bechtle: Bechtle Limited registered in England and Wales with company number 03283032 and any subsidiary or holding company or associate (as defined in the Companies Act 2006 as amended) of the said company.

Conditions: these Managed Services and Support Terms together with the General Terms and Conditions.

Customer Cause: any of the following causes; (a) any improper use, misuse or unauthorised alteration of the Services by the Customer; any use of the Services by the Customer in a manner inconsistent with the then-current Service Specification; (b) the use by the Customer of any hardware or software not provided by Bechtle or approved by Bechtle in the Services Specification for use by the Customer in connection with the Services.

Equipment: the Rented Equipment and Sold Equipment.

Error: a failure of the Service in any material respect to conform with the Service Specification.

Exit Plan: a detailed plan for the orderly transition of the Service from Bechtle to the Customer or the Replacement Bechtle.

Extended Term: has the meaning given in Clause 15.1.

Facility: any building belonging to or occupied by Bechtle for the provision of the relevant Services.

Incident: a break in Service, such as declined access, or deterioration in the service, or unacceptably poor response.

Indirect Third Party Services: the services of third parties which are to be provided to the Customer as part of the Services.

Initial Term: the period for the supply of the Services from the Service Commencement Date or, if no period is specified, a period of 3 calendar years.

Managed Services: the Managed Services and Support specified in an Order and the Service Specification.

Order: an order placed by the Customer for Managed Services and Support, set out in the Customer's purchase order form, or the Customer's written acceptance of Bechtle's quotation as the case may be.

Project Plan: the plan to be developed to outline the provision of Services (including any set-up services).

Replacement Bechtle: the Customer's nominated replacement supplier.

Service Commencement Date: means the date specified in the Order from which Bechtle is to provide the Services or the actual date from which Bechtle provides the Services.

Service Credit: means any credits payable to the Customer in accordance with the Service Level Agreement.

Service Level Agreement: the service level arrangements agreed in writing in respect of Services as detailed in the Service Specification.

Software Asset: means any software used by Bechtle exclusively to provide the Service to the Customer whether owned by a third party (**Third-Party Software**), by the Customer (**Customer Software**) or by Bechtle (**Bechtle Software**).

Service Specification: the description or specification for the Services provided in writing by Bechtle to the Customer.

Services: the Managed Services as set out in the Order and as described in the Service Specification.

Sold Equipment: any apparatus or equipment as specified in the Order to be sold to the Customer by Bechtle or any third party on behalf of Bechtle.

Step-In Rights: the ability for the Customer to step-into a direct relationship with the third party supplier of Indirect Third Party Services in place of Bechtle.

Term: the term of this Contract being the Initial Term and/or the relevant Extended Term, as appropriate.

Third Party: any third party provider for any Service as stated on the Order.

Transferring Contracts: the third-party contracts (including licenses to Third-Party Software) which Bechtle reasonably considers necessary to enable the transition of the Services to the Customer or any Replacement Bechtle on expiry or termination of this Contract.

Transition Services: the putting into effect of the Exit Plan or other reasonable assistance in transitioning the Services to a Replacement Bechtle.

User: the employees and agents of the Customer who use the Licensed Software up to the maximum number specified in the Order Form.

1.2 Expressions defined in the General Terms and used in these Managed Services and Support Terms have the meaning set out in the General Terms unless otherwise defined. The rules of interpretation set out in the General Terms apply to these Managed Services and Support Terms.

1.3 These Managed Services and Support Terms shall apply to and be incorporated into the Contract where the Order states that they shall apply.

2. SET-UP OF SERVICES

2.1 Where appropriate, the Customer and Bechtle shall agree a Project Plan and a Service Specification for the implementation and provision of Services.

2.2 Bechtle shall perform any installation and set-up services in accordance with the timetable set out in the Order. Bechtle shall use reasonable endeavours to meet the performance dates set out in the Order, but any such dates shall be estimates only, and time shall not be of the essence in this Contract in respect of Bechtle's obligations.

2.3 When Bechtle considers that the relevant Service is ready for activation it shall so notify the Customer. Within 5 days of such notification the Customer shall review the operation of the Service to confirm that there are no Errors. The Customer shall give Bechtle a detailed description of any Error in writing, within the 5-day review period.

2.4 Bechtle shall use reasonable efforts to correct any Error within a reasonable time and, on completion, re-submit the Service to the Customer. The provisions of this clause 2.4 shall then apply again, up to

three additional times. If Bechtle is unable to correct the Error after three attempts, either party may terminate this Contract without further liability to the other. The Customer acknowledges that a change to the Specification is not an Error and changes shall be handled pursuant to the change control procedure in the General Terms and Conditions.

- 2.5 If the Customer does not provide any written comments in the 5-day period described above, or if the Service is found to conform with the Service Specification then the Service shall be deemed accepted as from the Service Commencement Date.

3. PROVISION OF SERVICES

- 3.1 Bechtle will provide the Services in accordance with the Services Specification and the Service Level Agreement as from the Service Commencement Date until expiry or termination of the Contract for any reason.
- 3.2 The Service Level Agreement for any particular Service shall apply with effect from the start of the first complete month occurring at least 30 days after the Commencement Date.
- 3.3 The Customer acknowledges that Bechtle shall provide or resell various third party services to the Customer as part of the Services under this Agreement. Bechtle shall use reasonable endeavours to obtain the Indirect Third Party Services with Step-In Rights.
- 3.4 Bechtle reserves the right to:
- (a) modify Bechtle's IT system, its network, system configurations or routing configuration; or
 - (b) modify or replace any hardware or software in its network or in equipment used to deliver any Service over its network,
 - (c) provided that this has no adverse effect on Bechtle's obligations under this Contract and its provision of the Services or the Service Level Agreement. If such changes will have an adverse effect, Bechtle shall notify the Customer and the parties shall follow the change control procedure as set out in the General Terms and Conditions.

4. SALE OF EQUIPMENT

Bechtle's General Terms and Conditions in force from time to time shall apply to all Sold Equipment under the Contract. If there is any inconsistency between the General Terms and Conditions and these Managed Services and Support Terms then in respect of the Sold Equipment, the latter shall prevail.

5. BECHTLE'S OBLIGATIONS

- 5.1 Bechtle warrants that each of the Services will be performed with reasonable skill and care and that it will be provided substantially in accordance with the relevant Service Specification.
- 5.2 The warranty in clause 5.1 shall not apply to the extent of any non-conformance which is caused by use of any of the Services contrary to Bechtle's instructions.
- 5.3 If the Service does not conform with the warranty in clause 5.1, Bechtle will, at its expense, use all reasonable commercial efforts to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance.
- 5.4 Notwithstanding the foregoing, Bechtle does not warrant that the Customer's use of the Software and any Services will be uninterrupted or Error free.
- 5.5 Where the Sold Equipment is hosted at the Facility, Bechtle shall not use the Sold Equipment for any purpose other than for performing its obligations under the Contract.

- 5.6 This Contract shall not prevent Bechtle from entering into similar Contracts with third parties, or from independently developing, using, selling or licensing materials, products or services which are similar to those provided under the Contract.

6. EXPENSES

The Customer shall reimburse Bechtle for all actual, reasonable travel expenses including, but not limited to, airfares, hotels and meals incurred by Bechtle in performance of any set-up services, which Bechtle shall reasonably agree with the Customer in advance.

7. SERVICE CREDITS

- 7.1 If Bechtle fails to provide the Services in accordance with the relevant Service Specification, the Customer shall become entitled to a Service Credit as specified in the Service Level Agreement, provided that the failure or other problem relating to the Services:
- (a) did not result from a Customer Cause or a cause outside Bechtle's control; and
 - (b) was promptly notified to Bechtle.
- 7.2 Service credits may arise as specified in any part of the Services but shall be isolated in respect of that particular Service and a service credit under one type of service shall not automatically give rise to a service credit under another.
- 7.3 Where a proportion of a Service was affected, Bechtle may pro-rate the service credits in accordance with the extent to which it, in its reasonable discretion, assessed the Service in question to be affected.
- 7.4 On expiry or termination of this Contract for any reason, any unpaid Service Credits represent a debt due from Bechtle to Customer.
- 7.5 Save in respect of Service Credits which Bechtle applies to an invoice, payment of all sums due to Bechtle by the Customer shall be made without any set-off whatsoever.
- 7.6 If any Service Credits are due then they will be shown as a deduction from the next invoice in respect of that Service.

8. PROPRIETARY RIGHTS

- 8.1 The Customer acknowledges and agrees that, as between the parties, Bechtle and/or its licensors own all Intellectual Property in all materials connected with the Services and in any material developed or produced in connection with the Contract by Bechtle, its officers, employees, subcontractors or agents. Bechtle grants the Customer a non-exclusive licence to use the Intellectual Property for the purposes of the Services. Except as expressly stated, these Managed Services and Support Terms do not grant the Customer any rights to such Intellectual Property.
- 8.2 Bechtle acknowledges that, as between the parties, the Customer and/or its licensors own all Intellectual Property in the Assets.
- 8.3 Subject to the Customer complying with clause 8.4, Bechtle shall indemnify the Customer against all costs, expenses, damages and losses as a result of or in connection with any claim brought against the Customer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Services.
- 8.4 The Customer shall:
- (a) notify Bechtle in writing of any claim against it in respect of which it wishes to rely on the indemnity in clause 8.3;

- (b) allow Bechtle, at its own cost, to conduct all negotiations and proceedings and to settle such claim;
- (c) provide Bechtle with such reasonable assistance regarding such claim as is required by Bechtle at Bechtle's cost.

9. SERVICE REVIEW AND GOVERNANCE

- 9.1 The Customer's and Bechtle's project managers shall have pre-arranged scheduled meetings to monitor and review the performance of the Contract, to discuss any changes proposed in accordance with the change control procedure in the General Terms and Conditions and to discuss the Service Level Agreement (Review Meeting). These meetings shall be minuted by Bechtle's project manager and copies of those minutes shall be circulated to, and approved by, both parties.
- 9.2 Before each Review Meeting, the Customer's project manager shall notify Bechtle's project manager, and vice versa, of any problems relating to the provision of the Services for discussion at the Review Meeting. At each Review Meeting, the parties shall agree a plan to address such problems. In the event of any problem being unresolved or a failure to agree on the plan, the matter shall be resolved in accordance with the Dispute Resolution Procedure. Progress in implementing the plan shall be included in the agenda for the next scheduled meeting.

10. DOMAIN NAMES

- 10.1 If the Customer instructs Bechtle to obtain a domain name for the Customer, Bechtle shall act as an agent for the Customer in dealing with the relevant Domain Name Registrar. The contract for the domain name shall be between the Customer and the relevant Domain Name Registrar. Save where Bechtle agrees to provide it as part of the Services, the Customer agrees that it shall be solely responsible for renewals, legal, technical, administrative, billing or other requirements imposed by the relevant domain name registration authority (and relevant costs and expenses thereof).
- 10.2 Bechtle gives no warranty that the domain name requested will not infringe the rights of any third party and all such enquiries shall be the responsibility of the Customer, and the domain name shall form the Customer's intellectual property for the purposes of this Contract.
- 10.3 If Bechtle licenses to the Customer an IP address as part of the Services, such IP address shall (to the extent permitted by law) revert to Bechtle after termination of this Contract for any reason whatsoever, whereupon the Customer shall cease using the address. At any time after such termination, Bechtle may re-assign the address to another User.

11. RESULTS FROM SERVICES

Except as expressly and specifically provided in the Contract the Customer assumes sole responsibility for results obtained from the use of the Services, and for conclusions drawn from such use. Bechtle shall have no liability for any damage caused by Errors or omissions in any information, instructions or scripts provided to Bechtle by the Customer in connection with the Services, or any actions taken by Bechtle at the Customer's direction; and

12. SUSPENSION OF THE SERVICES

- 12.1 Bechtle may at its sole discretion upon giving notice to the Customer either orally (confirming such notification in writing) or in writing elect to suspend immediately the provision of the Services until further notice where:
- (a) Bechtle is entitled to terminate this Contract pursuant to Clause 15;
 - (b) Bechtle or a Third Party needs to carry out any maintenance service to the Sold Equipment or Bechtle's own equipment necessary to provide the Services in which event Bechtle shall use its reasonable endeavours to ensure there is minimum disruption to the Services;

- (c) Bechtle or a Third Party suspects that the Equipment or Services are being used fraudulently or otherwise unlawfully;
- (d) Bechtle is entitled to suspend provision of any other telecommunication service under the terms of any other Contract between Bechtle and the Customer; or
- (e) Bechtle is obliged to comply with an order, instruction or request of government, an emergency services organisation or other competent administrative or regulatory authority.

12.2 Any exercise by Bechtle of its right of suspension in respect of an event referred to this clause 12 shall not exclude Bechtle's right subsequently to terminate this Agreement.

12.3 In the event a suspension is implemented as a consequence of the breach, fault or omission of the Customer, the Customer shall reimburse Bechtle for all reasonable costs and expenses incurred in the implementation of such suspension and/or the recommencement of the provision of the Services as appropriate.

12.4 Bechtle shall not be liable to the Customer for any charges incurred by the Customer for the use of other services whether provided by Bechtle or any other person during any period of unavailability referred to in Clause 12.1.

13. FAULT REPORTING, HANDLING AND MANAGEMENT

13.1 The primary objective of Incident management is to restore service as soon as possible. This may be achieved using an acceptable workaround whilst the root cause is investigated separately.

13.2 Bechtle will provide a manned Service/Help Desk for Incident resolution (Helpdesk).

13.3 The Helpdesk will be based in the UK, with the primary location being at the Bechtle's offices in Northampton.

13.4 The Helpdesk will be available to the Customer from 8:30am until 5:30pm on Working Days.

13.5 Calls reporting Incidents made to the Helpdesk will be logged and qualified by a first line operative, the call will be given a unique reference number and the caller will be advised of this number.

13.6 An initial assessment of the Incident is made by the first line operative and if possible the Incident will be resolved at this stage. If the Incident cannot be resolved at this stage it will be escalated either to a second line engineer, a field engineer or the Onsite Engineer as appropriate.

13.7 During the initial assessment undertaken in accordance with paragraph 13.6 the operator will confirm the priority level of the Incident in accordance with the table below:

PRIORITY	DEFINITION
Critical	Any Incident that affects core business services which may or may not affect multiple Users.
High	Any Incident affecting multiple Users which disrupts work.
Medium	Any Incident affecting a single User which disrupts work.

Low	Moves and changes to IT environment, requests for information etc.
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- 13.8 All Incidents will be logged, monitored and prioritised on the Bechtle's Service Management Platform.
- 13.9 All work carried out on a particular call will be entered on the Bechtle's Service Management Platform and an electronic record will be maintained. The electronic record will be provided if requested in writing by the Customer within 2 Working Days of receiving the request.
- 13.10 Bechtle will provide the Customer and nominated Users with access to open and recent Incident history and the ability to log new calls.
- 13.11 The Customer will be able to report issues or queries to the Helpdesk via email to the Helpdesk's dedicated email address.
- 13.12 Such requests must include the Users contact details and a brief description of the issue, an automated response will be sent upon receipt of this e-mail. This e-mail will then be checked and a call logged on the Bechtle's Service Management Platform and a unique reference number issued to the sender before the Incident will be handled in accordance with paragraph 13.7
- 13.13 Bechtle may use its own systems and processes to identify, log and action Incidents automatically on the Customer's behalf.
- 13.14 All Incidents reported to the Helpdesk shall be prioritised in accordance with the priority definition set out in paragraph 13.7.
- 13.15 Bechtle will contact the User who reported the Incident and will agree with the User what the Incident is about and provide them with the following information regarding the Incident reported:
- (a) Bechtle will allocate an owner to the Incident.
 - (b) Feedback from initial attempts to resolve the issue by phone or remotely.
 - (c) Whether the Incident is related to a software failure or not; and
 - (d) A clear outline from the Bechtle as to what the next stages are and the target resolution time.
 - (e) Bechtle response will be provided in accordance with the Priority Levels set out below:

INCIDENT PRIORITY LEVEL	SERVICE LEVEL
Critical	1 hour
High	4 hours
Medium	8 hours
Low	2 days

Time from initial call or email from User in Working Hours or Working Days

14. INSTALLS/MOVES/ADDITIONS/CHANGES (IMAC) PROVISION

Installs/Moves/Additions/Changes (IMAC) are not included within the service and as such where conducted outside of the support contact, or implemented outside normal business hours will be subject to the Bechtle's prevailing professional services charges.

15. TERM & TERMINATION

15.1 The Contract shall commence on the Commencement Date and shall, unless terminated earlier in accordance with clause 10 of the General Terms, continue in force for the Initial Term. The term of the Contract shall automatically be extended for successive 12-month periods (**Extended Term**) at the end of the Initial Term and at the end of each Extended Term, unless a party gives written notice to the other party, not later than 120 days before the end of the Initial Term or the relevant Extended Term, to terminate this Contract at the end of the Initial Term or the relevant Extended Term, as the case may be.

15.2 On termination of this Contract for any reason, then the following provisions shall apply to such termination as appropriate:

- (a) Bechtle shall immediately cease provision of the Services but may provide Transition Services for a further period in accordance with clause 16.2;
- (b) each party shall return and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the other party;
- (c) Bechtle may destroy or otherwise dispose of any of the Customer Data in its possession unless Bechtle receives, no later than ten days after the effective date of the termination or expiry of this Contract, a written request for the delivery to the Customer of the most recent backup of the Customer Data. Bechtle shall use reasonable commercial efforts to deliver the backup to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all Charges outstanding at, and resulting from, termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by Bechtle in returning or disposing of Customer Data; and
- (d) the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

15.3 Notwithstanding its obligations in clause 15.2(c), if a party is required by any law, regulation, or government or regulatory body to retain any documents or materials which it would otherwise be required to return or destroy under clause 15.2(c), it shall notify the other party in writing of such retention, giving details of the documents or materials that it must retain. Clause 9 shall continue to apply to any such retained documents and materials.

16. EXIT ASSISTANCE AND TRANSFER OF ASSETS

16.1 Bechtle shall, on request from Customer at any time after the expiry of six months from the Commencement Date, prepare or update the Exit Plan.

16.2 Upon notice of termination by the Customer under clause 15 the Customer may activate the Step-In Rights with the Indirect Third Parties to continue with the Indirect Third Party Services on a direct relationship basis.

16.3 The Customer may, at any time before termination of this Contract, for any reason, request Bechtle to provide the Transition Services. Bechtle will, in return for a reasonable charge (to be agreed in advance),

provide such Transition Services for a maximum period of three months, or until termination of this Contract in accordance with clause 13, whichever is later.

16.4 On expiry or termination of this Contract Bechtle will promptly produce a list of the Rented Equipment and of the Transferring Contracts. Bechtle shall then sell, and the Customer shall buy, the Rented Equipment for net book value, calculated in accordance with Bechtle's reasonable then-current depreciation policy. Title to such Rented Equipment shall pass to the Customer on payment for the same.

16.5 Bechtle and Customer shall co-operate to procure the novation or assignment to the Customer and/or Replacement Bechtle of the Transferring Contracts.

16.6 The Customer shall:

- (a) accept assignments from Bechtle or join with Bechtle in procuring a novation of each Transferring Contract; and
- (b) once a Transferring Contract is novated or re-assigned to the Customer or the Replacement Bechtle, the Customer shall carry out, perform and discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract or, as applicable, procure that the Replacement Bechtle does the same.

PROFESSIONAL SERVICES TERMS

1. INTERPRETATION

The definitions and rules of interpretation in this condition apply in these terms and conditions.

1.1 Definitions:

Conditions: these Professional Services Terms together with the General Terms and Conditions.

Customer's Project Manager: the Customer's manager for the Project appointed in accordance with condition 3.1(a).

Deliverables: all products and materials developed by Bechtle in relation to the Project in any media, including computer programs, data, diagrams, reports and specifications (including drafts).

General Terms: the Bechtle general business terms and conditions

Pre-existing Materials: materials which existed before the commencement of the Project.

Project: the project as described in the Scope of Works.

Project Milestone: a date by which a part of the Project is estimated to be completed, as set out in the Scope of Works.

Scope of Works: the detailed plan describing the Project and setting out the estimated timetable (including Project Milestones) and responsibilities of each of the parties for, or in connection with, the provision of the Services by Bechtle in accordance with the Contract.

Services: the Professional Services as set out in the Order and as described in the Scope of Works

Bechtle's Project Manager: Bechtle's manager for the Project, appointed in accordance with condition 2.3.

VAT: value added tax imposed by the Value Added Tax Act 1994 or any similar tax chargeable in the UK.

1.2 Expressions defined in the General Terms and used in these Professional Services Terms have the meaning set out in the General Terms unless otherwise defined. The rules of interpretation set out in the General Terms apply to these Professional Services Terms.

1.3 These Professional Services Terms shall apply to and be incorporated into the Contract where the Order states that they shall apply.

2. Bechtle's obligations

2.1 Bechtle shall use reasonable endeavours to manage and complete the Project, and to deliver the Deliverables to the Customer, in accordance in all material respects with the Scope of Works.

2.2 Bechtle shall use reasonable endeavours to meet the performance dates specified in the Scope of Works, but any such dates shall be estimates only and time shall not be of the essence of the Contract.

2.3 Bechtle shall appoint Bechtle's Project Manager who shall have authority to contractually bind Bechtle on all matters relating to the Project. Bechtle shall use reasonable endeavours to ensure that the same person acts as Bechtle's Project Manager throughout the Project but may replace that person from time to time where reasonably necessary in the interests of Bechtle's business.

3. Customer's obligations

3.1 The Customer shall:

- (a) co-operate with Bechtle in all matters relating to the Project and appoint the Customer's Project Manager, who shall have the authority to contractually bind the Customer on matters relating to the Project;
- (b) provide in a timely manner such access to the Customer's premises and data, and such office accommodation and other facilities, as is requested by Bechtle;
- (c) provide in a timely manner such information as Bechtle may request, and ensure that such information is accurate in all material respects; and
- (d) be responsible (at its own cost) for preparing the relevant premises for the supply of the Services.

3.2 If Bechtle's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer or the Customer's agents, subcontractors or employees, the Customer shall in all circumstances be liable to pay to Bechtle on demand all reasonable costs, charges or losses sustained or incurred by it, subject to Bechtle confirming such costs, charges and losses to the Customer in writing. Such losses shall include, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property, injury to or death of any person and loss of opportunity to deploy resources elsewhere.

3.3 The Customer is responsible for ensuring that adequate supervision, inspection, testing and approval processes for completion of any Services provided by Bechtle. In the event that the Customer has not raised any concerns within 7 days of completion of the Services then the Customer agrees it is reasonable for Bechtle to infer their acceptance and invoice for those Services.

4. Charges and payment

4.1 Condition 4.2 shall apply if the Services are to be provided on a time-and-materials basis. condition 4.3 and condition 4.4 shall apply if the Services are to be provided for a fixed price. The remainder of this condition 4 shall apply in either case.

4.2 Where the Services are provided on a time-and-materials basis:

- (a) the charges payable for the Services shall be calculated in accordance with Bechtle's standard daily fee rates as amended from time to time;
- (b) Bechtle's standard daily fee rates are calculated on the basis of an eight-hour day worked between 8.00 am and 5.00 pm on weekdays (excluding weekends and public holidays);
- (c) Bechtle shall be entitled to charge at an overtime rate of up to 200% of the normal rate for part days and for time worked by members of the project team outside the hours referred to in condition 4.2(b) on a pro-rata basis;
- (d) Bechtle shall ensure that all members of the project team complete time sheets recording time spent on the Project, and Bechtle shall use such time sheets to calculate the charges covered by each monthly invoice referred to in condition 4.2(e); and
- (e) Bechtle shall invoice the Customer monthly in arrears for its charges for time, expenses and materials (subject to condition 4.5) for the month concerned, calculated as provided in this condition 4. Any expenses, materials and third party services shall be invoiced by Bechtle. Each

invoice shall set out the time spent by each member of the project team and provide a detailed breakdown of any expenses and materials.

- 4.3 Where the Services are provided for a fixed price, the total price for the Services shall be the amount set out in the Scope of Works. The total price shall be paid to Bechtle in instalments as set out in the Scope of Works on it achieving the corresponding Project Milestone. On achieving a Project Milestone, Bechtle shall (subject to condition 4.5) invoice the Customer for the charges that are then payable, together with expenses and the costs of materials, calculated as provided in condition 4.4.
- 4.4 Any fixed price contained in the Scope of Works excludes the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the project team in connection with the Services, and the cost of any materials or services reasonably and properly provided by third parties required by Bechtle for the supply of the Services. Such expenses, materials and third party services shall be invoiced by Bechtle.
- 4.5 All payments made by the Customer under this agreement are exclusive of VAT. Bechtle shall provide the Customer with a valid VAT invoice. The Customer shall pay any stamp duties or similar transfer taxes imposed on the supplies made under this agreement and shall reimburse Bechtle for any such stamp duties or similar transfer taxes paid by Bechtle. If the Customer is required to make any deduction for or on account of tax from any payment due under this agreement (**Tax Deduction**):
- (a) The Customer shall account to the relevant tax authority for such Tax Deduction and shall provide evidence to Bechtle that it has so accounted.
 - (b) The amount of the payment due under this agreement shall be increased so that Bechtle receives an amount equal to the amount that would have been received by it, had the Customer not been required to make any Tax Deduction.

The Customer and Bechtle shall co-operate to minimise the amount of any Tax Deduction. If following the making of a Tax Deduction, Bechtle determines [in its sole discretion/ acting in good faith] that it (or any member of Bechtle's group) has received and retained any credit, relief or other benefit as a result of the Tax Deduction, Bechtle shall pay such amount to the Customer as Bechtle determines in its sole discretion/ acting in good faith would leave Bechtle in the same position as if the Customer had not been required to make any Tax Deduction.

5. Rescheduling

- 5.1 If Bechtle does not receive written notice from the Customer more than 10 working days in advance about cancellation or re-scheduling of any scheduled Services, then Bechtle reserves the right to charge the Customer a cancellation fee as indicated below.
- 10+ working days written notice = no charge
 - 3-9 working days written notice = 50% of the charges for the cancelled Services
 - 0-2 working days written notice = 100% of the charges for the cancelled Services
- 5.2 The Customer's notice to cancel or re-schedule should be given by email to services.uk@bechtle.com

6. Complaints

Should the performance of any personnel assigned by Bechtle to perform Services be unsatisfactory, the Customer shall notify Bechtle in writing with details of the unsatisfactory performance and, provided that Bechtle is satisfied that the Customer's dissatisfaction is reasonable, Bechtle will re-assign personnel as soon as reasonably practicable.