

Cobwebb Communications Limited

Standard Terms and Conditions of Sale - November 2023

In these Conditions of Sale "the Company" shall mean COBWEBB COMMUNICATIONS LIMITED, "the Customer" shall mean the customer whose name appears on the Quotation, Service Estimate or Sales Order, of which these conditions form a part, "the Goods" shall mean all equipment, software or any other item supplied by the Company

1. APPLICATION

These conditions apply to all Sales of Goods by the Company to the Customer and prevail over any terms or conditions referred to in the Customer's order or in any other correspondence, unless the Company otherwise expressly agrees in writing.

2. THIRD PARTY TERMS

Use of any Third Party Materials is subject not only to the Terms and Conditions applicable to the Cobwebb product, but also any applicable Third Party Terms and Conditions. Third Party Terms and Conditions means any licence agreements, terms of use, terms of service, privacy policies and other conditions established by third parties governing access to or use of Third Party Materials.

3. QUOTATION ORDER AND CONTRACT

Quotations, Service Estimates or Sales Orders issued by the Company shall remain valid for 30 days. All orders placed by the Customer with the Company require written confirmation by the Company and upon such written confirmation a valid and binding contract shall exist between the Customer and the Company.

4. SUPPLY OF EQUIPMENT

The Company agrees to supply the Goods detailed in the Quotation, Service Estimate or Sales Order, as agreed between the Company and the Customer. The Goods shall be deemed to have been accepted by the Customer unless the Company is notified in writing to the contrary within the 45 day warranty period after delivery to the following address: Cobwebb Communications Limited, 134 High Street, Tonbridge, Kent, TN9 1BB, UK.

5. PAYMENT

- a. The Customer agrees to pay the Company in accordance with the payment schedule provided on the Quotation, Service Estimate or Sales Order
- b. The Company will render Invoices for the Goods in accordance with the payment schedule. Invoices will become due for payment as soon as the Goods are in use by the Customer or not later than 30 days from the Invoice Date, whichever is earlier.
- c. Should the Invoice not be paid, for whatever reason, by the due date, the Customer agrees to allow access to the Company to remove the Goods and render the computer software inoperative.

- d. If the Company is obliged to consult solicitors over nonpayment of the account, then such solicitor's fees shall be payable by the Customer.

6. PROPERTY

- a. EQUIPMENT - Title to the equipment supplied to the Customer under this Contract shall not pass to the Customer until fully paid for. The equipment will remain at the Company's risk until it is received by the Customer. At the time of receipt the risk in the Goods and the liability to insure them shall immediately be passed to the Customer.
- b. SOFTWARE - The title and ownership rights to all computer software supplied under this contract shall remain with the originator. The Customer is the licensee of the software and acknowledges that the product is confidential information and is protected by copyright. The software will be licensed for use on a specified computer processor. If the processor is changed, the company guarantees to transfer the licence to another processor, on receipt of the appropriate transfer fee.

7. DELIVERY DATES

Any delivery dates stated by the Company are estimates only and whilst these estimates are made in good faith, the Company can accept no liability in respect thereof. Time shall not be of the essence of the contract. The Company shall have the right to cancel or delay delivery, or to reduce the amount of Goods delivered if, through circumstances beyond the Company's control, the Company is prevented or hindered in delivering the Goods by the agreed date.

8. WARRANTY

- a. The Company warrants that the Goods delivered hereunder will comply strictly to the applicable design specifications and will be free from defects in material and workmanship. The repair or replacement of nonconforming Goods is the Company's sole responsibility for breach of warranty
- b. Any Goods which do not for the duration of a period of 45 days after delivery conform as indicated above, shall be repaired or replaced at the Company's option at no charge to the Customer, providing that any such defective equipment is returned carriage paid to: Cobwebb Communications Limited, 134 High Street, Tonbridge, Kent, TN9 1BB, UK.

9. PROPER LAW

The proper law of this contract shall be in accordance with the laws of the State of Delaware. The proper law of this contract shall be the Law of England. The Customer hereby submits to the jurisdiction of the English Courts of Law.

10. VALUE ADDED TAX

All prices and charges are subject to the addition of VAT at the appropriate rate at the tax point of each sale (if applicable).

11. ASSIGNMENT

The rights of the Customer under this agreement are personal to the Customer and may not be assigned or transferred in any way whatsoever without the prior written consent of the Company.

12. SOFTWARE MAINTENANCE & SUPPORT - COBWEBB DEVELOPED SOFTWARE

- a. Cobwebb software is sold with a minimum of 12 months Software Maintenance & Support. Software Maintenance & Support will be provided as described in the [Cobwebb Standard Maintenance Plan](#).
- b. Cobwebb will have no liability to You arising from or related to Your cessation of Software Maintenance and Support, whether from Your failure to timely renew Software Maintenance and Support or otherwise.
- c. If You elect to reinstate Software Maintenance and Support following expiration of the Software Maintenance and Support for whatever reason, You will (a) pay a reinstatement fee equal to the sum of the current annual Software Maintenance and Support fees, any unpaid Software Maintenance and Support fees from the date of expiration to the date of reinstatement, and an amount equal to one additional year of Software Maintenance and Support fees, and (b) apply all upgrades, enhancements and new releases to the Software needed to bring Your Software current with Cobwebb's most current supported version of the Software.
- d. Software Maintenance and Support pricing will increase for renewal terms by an amount not to exceed 6% of the prior year term fee, provided that increases associated with additional software licence purchases, if any, will be incorporated into the base for the purpose of calculation of each annual increase.
- e. Customers that are current on Software Maintenance & Support should familiarise themselves with Cobwebb's [Product Support Lifecycle Policy](#) and stay current with regard to product versioning.

13. SOFTWARE MAINTENANCE & SUPPORT - 3RD PARTY SOFTWARE

- a. Software Maintenance & Support for 3rd party software sold by Cobwebb is governed by the software vendors End User Licensing Agreement (EULA). The EULA is available upon request.

14. SUBSCRIPTIONS, SaaS AND TERM LICENCES

- a. The initial term for subscription, term or SaaS licences commences on the date on which the Software is electronically made available by Cobwebb Communications Ltd or the Third Party provider, whichever is earlier, for a period of 12 months, unless otherwise stated.
- b. Where a subscription, term or SaaS licences is agreed for a multi-year period, the customer agrees to pay for the initial 12 months and any subsequent years' invoices within Cobwebb Communications Ltd payment terms. Should a customer elect not to renew the licence at the end of the agreed term, the customer's licence and right to use the Software will cease.
- c. The customer shall not be entitled to a refund of any prepaid Licence or Subscription fees upon termination or non-renewal of a Licence for any reason and regardless of the effective date of termination or non-renewal.
- d. Data Security and Privacy: We will handle your data as described in our Data Policy. While we take necessary precautions, you understand that no data transmission over the internet can be guaranteed as 100% secure.
- e. Limitation of Liability: In no event shall we be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from the use or inability to use the SaaS product.



The Company has drawn up these conditions in light of the Unfair Contract Terms Act 1977 and considers them to be fair and reasonable.. Unless the Customer notifies the Company on receipt of these conditions, the Customer will be deemed to accept all the conditions as fair and reasonable.