

CITYSYNC LIMITED (the "Company")
GENERAL TERMS AND CONDITIONS OF SALE

1. Application

- 1.1 These Conditions shall apply to any contract (the "Contract") for the sale of any goods (the "Goods") by the Company to any purchaser (the "Buyer") and shall apply in place of, prevail over and supersede any terms or conditions contained or referred to in the Buyer's order or otherwise or in correspondence, brochures or catalogues or elsewhere or implied by trade, custom, practice or course of dealing unless specifically agreed to in writing by a director or other authorised representative of the Company and any purported provisions to the contrary are hereby excluded or extinguished and the supply of the Goods shall not constitute acceptance of any other terms.
- 1.2 In entering into the Contract the Buyer acknowledges that it has not relied on and the Company shall not be liable for any representation, warranty, advice or recommendation made by or on behalf of the Company unless made fraudulently or as expressly provided in these Conditions.

2. Orders and Specifications

- 2.1 No order submitted by the Buyer shall be deemed to be accepted by the Company unless and until confirmed in writing by the Company's authorised representative.
- 2.2 The Buyer shall be responsible for ensuring the accuracy of any order for Goods (including any specifications) and that the Goods requested are suitable for its needs and providing any necessary information within sufficient time to enable the Company to perform its obligations under the Contract. The Company shall have no liability for the failure of any Goods to meet any specific requirements of a Buyer.

3. Price and Payment

- 3.1 The Company agrees to supply and the Buyer agrees to accept and pay for the Goods at the rates or for the sums quoted in any written Contract expressly incorporating these conditions. Where no price has been quoted, the Company will supply the Goods at the price listed in the Company's current published price list.
- 3.2 The Company shall be entitled, by giving notice to the Buyer at any time prior to delivery of the Goods, to adjust the price to reflect any increase in the cost to the Company of supplying the Goods.
- 3.3 Unless otherwise agreed in writing, all prices are exclusive of VAT (which the Buyer shall additionally pay to the Company), packaging, carriage, delivery and insurance.
- 3.4 Unless otherwise agreed in writing, payment by the Buyer of the price shall be made within 30 days of the date of invoice.
- 3.5 The time of payment of the price shall be of the essence. If the Buyer fails to pay the price for the Goods on or before the due date then, without

prejudice to any other right or remedy available to the Company, the Company shall:-

- (a) Be entitled to interest on the outstanding amount at the annual rate of 4 per cent. (4%) above the Barclays' Bank base rate from time to time in force until payment in full is made; and
 - (b) Be entitled to cancel the Contract for the sale of Goods or suspend any further deliveries to the Buyer.
- 3.6 No payments may be withheld or any deduction or withholding made by the Buyer for any reason nor may any claim of the Buyer be set off against any payment due to the Company without the prior written consent of the Company.
- 3.7 Shipping and handling charges may be applied to the quote and / or sales order acknowledgment. The charges are deemed to be estimated based on our current packaging requirements and using best endeavours. In the event that we find that the estimated charge is lower than the charge at the time of dispatch, the Company reserves the right to bill the customer the higher amount.

4. Delivery

- 4.1 Unless notified by the Buyer in writing not less than 7 working days prior to delivery, the Company shall deliver the Goods to the address agreed to in writing by the Buyer. Delivery of the Goods to the location (as agreed in accordance with this Clause 4.1) shall constitute delivery to the Buyer and sub-sections (2) and (3) of Section 32 of the Sale of Goods Act 1979 shall not apply to the Agreement. The Company reserves the right to make part/multiple shipments.
- 4.2 Any dates or timescales quoted for delivery of the Goods are estimates only and the Company shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery of the Goods is not of the essence of the Agreement.

5. Title and Risk

Risk in the Goods shall pass to the Buyer on despatch and the Buyer shall adequately insure the Goods until such time as the property in the Goods passes to the Buyer.

6. Confidentiality

Both parties undertake to treat any information or materials received pursuant to the Contract from the other party or its agents as confidential and not to use or disclose to any third party such information without the other party's prior written consent.

7. **Buyer's Warranties**

The Buyer warrants and undertakes:

- 7.1 If it discovers or otherwise becomes aware that any of the intellectual property rights embodied in any of the Goods have been or are being infringed upon by any third party then it shall promptly notify the Company;
- 7.2 not to lease, rent or hire any of the Goods or copy, reproduce, translate, adapt, vary or modify any part of the Goods other than as may be allowed by the Company by notice in writing from time to time;
- 7.3 Provide the Company upon request with such sales and other information relating to the Goods as the Company may require.

8. **Warranty and Liability**

- 8.1 The Company will give credit against subsequent orders for stock delivered to the Buyer in a faulty condition and returned by the Buyer within 14 days of such stock being sold and all conditions and warranties whether express or implied by statute, common law, trade usage or otherwise insofar as they are inconsistent with this warranty shall be excluded to the fullest extent permitted by law.
- 8.2 The Company's liability for direct losses arising out of its negligence, breach of contract or any other cause of action arising out of or in connection with the Contract and these Conditions shall not exceed the amount paid by the Buyer to the Company under the terms of the Contract.
- 8.3 In no event shall the Company be liable for indirect, incidental, exemplary, punitive, special or consequential loss of any kind or the loss of revenue or actual or prospective profits, loss of contracts, savings or business opportunity, reputation or goodwill or loss of or damage to or corruption of data arising out of or in connection with the Contract or these Conditions, whether known, foreseen or foreseeable.
- 8.4 Nothing in these Conditions shall exclude or limit the Company's liability for any death or personal injury caused by the negligence of the Company in providing the Goods.

9. **Termination**

- 9.1 The Company may terminate the Contract at any time by giving not less than 30 days' notice.
- 9.2 The Company may terminate the Contract and any other agreement with the Buyer with immediate effect by giving written notice to the Buyer if: -
 - (a) The Buyer is at any time in material or persistent breach of any of these terms and conditions; or
 - (b) the Buyer commits any breach of these terms and conditions and (in the case of a breach capable of remedy) fails to remedy such breach within 7 days of having received written notice of such breach; or

- (c) there is a change of control of the Buyer (where, for the purposes of this clause "control" shall have the meaning given to it by Section 840 Income and Corporation Taxes Act 1988); or
- (d) if the Buyer has a receiver or an administrative receiver appointed over it or over any part of its undertaking or assets, or convenes a meeting for the purpose of passing or passes, a resolution for winding up (other than for the purpose of a bona fide scheme of solvent amalgamation or restructuring) or a court of competent jurisdiction shall make an order to that effect or become subject to an administration, or enters into voluntary arrangements with its creditors, or ceases or threatens to cease to carry on business or fails or becomes unable to pay its debts as they fall due.

10. **Trade Marks**

The Buyer shall not use any trade mark, trade name, logo, symbol or device of the Company without the prior written consent of the Company and then only in relation to the Goods. Furthermore, the Buyer shall not use any trade mark or trade name of the Company in relation to any Goods which have been altered in any way after being supplied by the Company. For the avoidance of doubt, the Buyer shall not be entitled to alter the Goods without the Company's consent.

11. **Software Licence**

The Buyer hereby accepts a non-exclusive, non-transferable licence to use the Software on the following conditions;

- (a) the Buyer shall not copy, reproduce, translate, adapt, vary or modify the Software, nor communicate it to any third party, without the Company's prior written consent; and
- (b) such licence shall be terminable by either party upon 28 days' written notice, provided that the Buyer only terminates the licence if the continued use or possession of the Software by the Buyer infringes a third party's rights, the Company is compelled to do so by law or if the Buyer failed to comply with any term of the Contract or these Conditions.

12. **Intellectual Property Rights**

No rights in copyright (including, without limitation, copyright in software), designs, trademarks, patents, trade secrets, database rights or other intellectual property are granted by the Company to the Buyer except as expressly provided under the Contract.

13. **Indemnity**

The Buyer will fully indemnify and hold harmless and keep fully indemnified the Company from and against all liabilities, losses, damages, costs and expenses (including legal and other professional costs on an indemnity basis) actions and claims incurred by it arising directly or indirectly from the breach by the Buyer of any of its obligations under the Contract or the negligence of the Buyer.

14. **General Provisions**

- 14.1 The Company shall be entitled to assign, transfer or sub-contract any of the benefits and/or burdens of the Contract at its sole discretion to any third party.
- 14.2 No waiver by the Company of any breach of these terms and conditions by the Buyer shall be considered to be a waiver of any subsequent breach of the same or any other term of the Agreement.
- 14.3 No variation of these terms and conditions shall be effective unless confirmed in writing by the Company and such confirmation contains a specific reference to these terms and conditions being varied. The Contract and these Conditions constitutes the entire agreement between the parties and will supersede all prior agreements or understandings concerning such subject matter.
- 14.4 The Company shall not be liable for any failure to provide the Goods or any breach of these terms and conditions attributable to any circumstance beyond the Company's control.
- 14.5 Any notice to either party shall be in writing and delivered to the contacts and addresses set out in the Contract. If the Contract does not specify any contacts, then
- 14.6 Any notice shall be in writing and addressed to the company secretary of the receiving party.
- 14.7 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 14.8 The Agreement shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the English courts.

CITYSYNC LIMITED, Registered in England No 3791347, registered office:

Unit 4, Caxton Place, Caxton Way, Stevenage, Hertfordshire, SG1 2UG.

WARNING

PLEASE READ THIS SOFTWARE END-USER LICENCE AGREEMENT ("**EULA**") CAREFULLY BEFORE USING OR INSTALLING THE SOFTWARE ACCOMPANYING THIS EULA. THIS EULA IS A LEGAL AGREEMENT BETWEEN YOU ("**LICENSEE**" OR "**YOU**") AND **CITYSYNC LIMITED** (REGISTERED

UNDER COMPANY NUMBER 3791347) OF **UNIT 4, CAXTON PLACE, CAXTON WAY, STEVENAGE, HERTFORDSHIRE, SG1 2UG.** ("CITYSYNC LIMITED"). THIS EULA APPLIES TO YOUR USE OF ANY SOFTWARE THAT IS OWNED OR CONTROLLED BY CITYSYNC LIMITED AND ALL CONTENT AND PROGRAMS OFFERED OR MADE AVAILABLE TO YOU BY CITYSYNC Limited (THE **SOFTWARE**") WHICH INCLUDES THE DATA SUPPLIED WITH IT, THE ASSOCIATED MEDIA, PRINTED MATERIALS AND ELECTRONIC DOCUMENTATION ("**DOCUMENTATION**"). BY USING ALL OR ANY PART OF THE SOFTWARE YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS EULA. BREAKING THE SEAL OF A CD-ROM, MEMORY CARD OR ANY OTHER MEDIUM USED TO DELIVER THE SOFTWARE, INSTALLING OR DOWNLOADING THE SOFTWARE, ACKNOWLEDGING YOUR ACCEPTANCE OF THE TERMS OF THIS EULA AS PART OF OR IN RELATION TO THE INSTALLATION PROCESS FOR THE SOFTWARE AND/OR OTHERWISE EXPLOITING OR UTILISING ALL OR ANY PART OF THE SOFTWARE SHALL BE DEEMED TO BE USE OF THE SOFTWARE FOR THE PURPOSES OF THIS EULA.

IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, YOU ARE NOT ENTITLED TO USE THE SOFTWARE AND YOU MUST IMMEDIATELY CEASE ANY USE OF THE SOFTWARE, CANCEL THE INSTALLATION OF THE SOFTWARE AND DELETE ANY INSTALLATION FILES OF THE SOFTWARE (IF APPLICABLE) AND RETURN THE MEDIUM ON WHICH THE SOFTWARE IS STORED TOGETHER WITH ALL ACCOMPANYING DOCUMENTATION TO THE SUPPLIER FROM WHOM YOU PURCHASED THEM WITHIN 14 DAYS OF PURCHASE. IF YOU HAVE ALREADY PAID FOR THE SOFTWARE YOU SHALL BE ENTITLED TO OBTAIN A REFUND FOR THE FULL PURCHASE PRICE FROM THE SUPPLIER. IF YOU BOUGHT THIS SOFTWARE FROM AN AUTHORISED THIRD PARTY SUPPLIER, PLEASE NOTE THAT THE SUPPLIER HAS THE RIGHT TO ENTER INTO THIS LICENCE ON OUR BEHALF.

15. Grant and scope of licence

15.1 In consideration of your agreeing to abide by the terms of this EULA, CitySync Limited hereby grants to you a non-exclusive, non-transferable licence to use the Software and the Documentation on the terms of this EULA. This licence is personal to you as the purchaser of the Software and the licence granted herein is for your benefit only.

15.2 You may:

- (a) download, install and/or use the Software for your internal business purposes only provided that, in the case of Software that is combined with a hardware device, such software is only combined with one hardware device at any time; and
- (b) Use any Documentation in support of the use permitted under Condition 1.1 and make up such copies of the Documentation as is reasonably necessary for its lawful use.

15.3 For the avoidance of doubt, all rights not specifically granted to you in this EULA are hereby expressly reserved by CitySync Limited.

16. Licensee's undertakings

16.1 Except as expressly set out in this EULA or as permitted by any local law, you undertake:

- (a) not to copy the Software or the Documentation except where such copying of a reasonable number of copies is incidental to normal use of the Software or where it is necessary for the purpose of back-up or operational security;
- (b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software or the Documentation;
- (c) not to make alterations to, or modifications of, the whole or any part of the Software nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
- (d) not to translate, disassemble, decompile, reverse engineer or create derivative works based on the whole, or any part, of the Software nor attempt to do any such things except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited by law;
- (e) vary, delete or obscure any notices of proprietary rights or any product identification or restrictions on or in the Software;
- (f) to reproduce and include CitySync Limited copyright notice (or such other party's copyright notice as may be specified in the Software or the Documentation) on all and any copies of the Software and/or the Documentation, including partial copies thereof;
- (g) not to use the Software for any purpose or in any manner that has not been expressly authorised by CitySync Limited;
- (h) to supervise and control use of the Software and ensure that your employees and representatives use the Software in accordance with the terms of this EULA; and
- (i) Not to provide or make available the Software and/or the Documentation to any third party for any purpose whatsoever and further shall not use the Software on behalf of or for the benefit of any third party.

16.2 You must permit CitySync Limited and its representatives, at all reasonable times and on reasonable advance notice, to inspect and have access to any premises at which the Software or the Documentation is being kept or used, to the computer

equipment located there, and to any records kept pursuant to this EULA, for the purpose of ensuring that you are complying with the terms of this EULA.

17. Intellectual property rights

17.1 You acknowledge that all intellectual property rights in the Software and the Documentation throughout the world belong to CitySync Limited, that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software or the Documentation other than the right to use them in accordance with the terms of this EULA.

17.2 You acknowledge that you have no right to have access to the Software in source code form or in unlocked coding or with comments.

18. Warranty

18.1 CitySync Limited warrants that:

- (a) The medium on which the Software is stored and distributed is at the time it is supplied, and will be for the period of 90 days thereafter ("**Warranty Period**"), free from defects in design, material and workmanship under normal use. If a defect in the medium occurs during the Warranty Period, CitySync Limited will replace it free of charge if you return it to CitySync Limited with proof of purchase and (so far as you are able) a documented example of such defect or error; and
- (b) During the Warranty Period, the Software will, when properly used, perform substantially in accordance with the functions described in the Documentation, and the Documentation correctly describes the operation of the Software in all material respects.

18.2 You acknowledge that the Software has not been developed to meet your individual requirements and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the Documentation meet your requirements.

18.3 You acknowledge that the Software may not be free of errors or bugs and you agree that the existence of any minor errors shall not constitute a breach of this EULA.

18.4 If, within the Warranty Period, you notify CitySync in writing of any defect or fault in the Software in consequence of which it fails to perform substantially in accordance with the Documentation, and such defect or fault does not result from you having amended the Software or used it in contravention of the terms of this EULA, CitySync Limited will, at its sole option, repair or replace the Software, provided that you make available all the information that may be necessary to assist CitySync in resolving the defect or fault, including sufficient information to enable CitySync to recreate the defect or fault.

19. CitySync's liability

19.1 Nothing in this EULA shall exclude or in any way limit CitySync Limited's liability for fraud, or for death and personal injury caused by its negligence, or any other liability to the extent the same may not be excluded or limited as a matter of law.

19.2 Subject to Condition 5.1, CitySync Limited shall not be liable under or in connection with this EULA or any collateral contract for any:

- (a) loss of income;
- (b) loss of business profits or contracts;
- (c) business interruption;
- (d) loss of the use of money or anticipated savings;
- (e) loss of information;
- (f) loss of opportunity, goodwill or reputation;
- (g) loss of, damage to or corruption of data; or
- (h) any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise;

provided that this Condition 5.2 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of Condition 4 or any other claims for direct financial loss that are not excluded by any of categories (a) to (h) inclusive of this Condition 5.2.

19.3 Subject to Condition 5.1 and Condition 5.2, CitySync Limited's maximum aggregate liability under or in connection with this EULA, or any collateral contract, whether in contract, tort (including negligence) or otherwise, shall be limited to a sum equal to the original amount paid by you for the Software.

19.4 Subject to Conditions 5.1, 5.2 and 5.3, CitySync Limited liability for infringement of third party intellectual property rights shall be limited to breaches of rights subsisting in the United Kingdom.

19.5 This EULA sets out the full extent of CitySync Limited obligations and liabilities in respect of the supply of the Software and Documentation. In particular, there are no conditions, warranties, representations or other terms, express or implied, that are binding on CitySync except as specifically stated in this EULA. Any condition, warranty, representation or other term concerning the supply of the Software and Documentation which might otherwise be implied into or incorporated in this EULA, or any collateral contract, whether by statute, common law or otherwise, is hereby excluded to the fullest extent permitted by law.

20. Indemnity

The Licensee shall indemnify, defend and hold harmless CitySync Ltd, its affiliates, and their directors, officers, shareholders, employees, agents, successors and assigns, in full and on demand, against any and all claims, expenses, losses, damages, costs, liabilities and judgments, including without limitation legal fees and expenses, arising out of or relating to any claim resulting from or related to: (i) any use by the Licensee of the Software other than as expressly allowed by this EULA or in a manner inconsistent the Documentation; (ii) any breach of this EULA by the

Licensee; or (iii) any violation of applicable law by the Licensee, and its directors, officers, shareholders or employees.

21. Termination

21.1 CitySync Limited may terminate this EULA immediately on written notice to you if:

- (a) you commit a material or persistent breach of this EULA which you fail to remedy (if remediable) within 14 days after the service on you of written notice requiring you to do so;
- (b) a petition for a bankruptcy order to be made against you has been presented to the court;
- (c) the Licensee (where it is a company) becomes insolvent or unable to pay its debts
(Within the meaning of section 123 of the Insolvency Act 1986), enters into liquidation, whether voluntary or compulsory (other than for reasons of bona fide amalgamation or reconstruction), passes a resolution for its winding-up, has a receiver or administrator manager, trustee, liquidator or similar officer appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt, or becomes unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986);
- (d) you voluntarily return the Software to CitySync Limited pursuant to the terms of this EULA;
- (e) any monies owed to CitySync Limited by the third party from whom you purchased the Software in relation to the resale of the Software to end-users remain unpaid for a period of more than sixty (60) days and, as a result, CitySync has terminated such arrangements with that third party; or
- (f) The Software has been provided to you and/or the third party from whom you acquired the Software for demonstration purposes only.

21.2 The Licensee may terminate this EULA at any time by destroying the Software and the Documentation together with all copies of such in any form.

21.3 Upon termination for any reason:

- (a) all rights granted to you under this EULA shall cease;
- (b) you must cease all activities authorised by this EULA; and
- (c) You must immediately delete or remove the Software from all computer equipment in your possession and immediately destroy or return to CitySync Limited (at CitySync Limited' option) all copies of the Software then in your possession, custody or control and, in the case of destruction, certify to CitySync Limited that you have done so.

22. Transfer of rights and obligations

22.1 This EULA is binding on the Licensee and CitySync Limited and on their respective successors and assigns.

22.2 You may not transfer, assign, charge or otherwise dispose of this EULA, or any of your rights or obligations arising under it, without CitySync Limited prior written consent.

22.3 CitySync Limited may transfer, assign, charge, sub-contract or otherwise dispose of this EULA, or any of our rights or obligations arising under it, at any time during the term of the EULA.

23. Notices

All notices given by you to CitySync must be given to Keith Mann at Keith.Mann@citysync.co.uk. CitySync may give notice to you at either the email or postal address you provided to it or its representative when purchasing the Software. Notice will be deemed received and properly served 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

24. Waiver

24.1 If CitySync Limited fails, at any time during the term of this EULA, to insist upon strict performance of any of the Licensee's obligations under this EULA, or if CitySync fails to exercise any of the rights or remedies to which it is entitled under this EULA, this shall not constitute a waiver of such rights or remedies and shall not relieve the Licensee from compliance with such obligations.

24.2 A waiver by CitySync Limited of any default shall not constitute a waiver of any subsequent default.

24.3 No waiver by CitySync Limited of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

25. Confidentiality

You acknowledge and agree that the Software and the Documentation has been developed at considerable time and expense by CitySync Limited and is confidential to and a trade secret of CitySync Limited and/or other third parties. The Licensee therefore undertakes to treat the Software and any information or materials received from CitySync Limited or its agents as confidential and not to use or disclose to any third party such information without the CitySync Limited prior written consent.

26. Severability

26.1 If any of the terms of this EULA are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

26.2 This EULA gives the Licensee specific legal rights and it may also have other rights that vary from country to country. Some jurisdictions do not allow the exclusion of implied warranties, or certain kinds of limitations or exclusions of liability, so the above limitations and exclusions may not apply to the Licensee. Other jurisdictions allow limitations and exclusions subject to certain conditions. In such a case the

above limitations and exclusions shall apply to the fullest extent permitted by the laws of such applicable jurisdictions. If any part of the above limitations or exclusions is held to be void or unenforceable, such part shall be deemed to be deleted from this Agreement and the remainder of the limitation or exclusion shall continue in full force and effect.

27. Image Recording

It is important to note that the use of the Software to originate and/or store an image of a vehicle from which the driver may be identified without the express permission of such driver may be unlawful in certain jurisdictions. Accordingly, CitySync Limited does not warrant or represent that the Software is appropriate for such use or is permitted by local laws in any jurisdictions. If you choose to use the Software for such purposes, you do so on your own initiative and are responsible for compliance with all applicable local, national or international laws. In no event shall CitySync Limited be held responsible for any loss or liability arising from the unlawful use of the Software.

28. Entire agreement

28.1 This EULA and any document expressly referred to in it represents the entire agreement between us in relation to the licensing of the Software and Documentation and supersedes any prior agreement, understanding or arrangement between us, whether oral or in writing.

28.2 You acknowledge that, in entering into this EULA, you have not relied on any representation, undertaking or promise given by CitySync Limited or be implied from anything said or written in negotiations prior to entering into this EULA except as expressly stated in this EULA.

28.3 Neither party shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date CitySync Limited entered into this EULA (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

29. Law and jurisdiction

This EULA is governed by English law. Any dispute arising from, or related to, any term of this EULA shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

CitySync Third Party Interfaces

CitySync limited JetBase application software provides the option to interface to third party hardware via serial and relay outputs. The relays are triggered based on Automatic Number Plate Recognition and as accuracy rates are not guaranteed to be 100% the system should be designated Safety Integrity Level 1 (SIL1) only. As such it should be noted that additional guards may be required for safety critical installations such as raising road blockers, lowering barriers where there is a risk of injury to persons using the system.

CitySync Limited Returns Policy

HARDWARE ONLY RETURNS POLICY

Our products are manufactured to the highest standards. In the unlikely event that you ever have to return a purchase to CitySync Limited, we want to help you quickly and efficiently. CitySync Limited standard terms and conditions apply.

HOW TO RETURN GOODS

If you do need to return a purchase to us, you must obtain a Returned Merchandise Authorisation Number (RMA). Obtain a RMA form from our website www.citysync.co.uk. Please email this to repairs@citysync.co.uk. Once we have received this and it has been approved, we can then issue you with an RMA number.

Please note that RMAs are **valid for 28 days only** and they will be cancelled from our system upon expiry of this period. We regret that we cannot accept unauthorised returns.

If you are planning to return any type of computer or any item capable of storing data, please ensure that you have backed up your data. We cannot be responsible or liable for the loss of any data or consequential losses arising out of any loss of data. By requesting an RMA from CitySync Limited and returning any goods you agree to this and all other terms in our standard terms and conditions.

REASONS FOR RETURN

Defective product:

On Delivery - Should a product be dead on arrival or develop a fault please contact us within 14 days of delivery. This may result in a repair, replacement or other assistance in accordance with our warranty.

Within warranty period – Should a product develop a fault within 2 years of purchase, we will assist you in getting the problem resolved under our standard one year warranty. This may result in a repair, replacement or other assistance from the manufacturer. This will not automatically include replacement products being issued.

Damaged goods – If you receive an item that is damaged you should contact us immediately. The delivery consignment note should be signed for as damaged and the packing retained as it may be required to process a claim. As you will appreciate supporting photographs are very helpful. This does not cover faults caused by customer neglect, misuse or incorrect installation.

Incorrect or missing goods – Please contact us immediately if you have received an item you didn't order or if any parts are missing. The delivery consignment note should be signed for as being only a partial delivery (if possible).

In any case all packages should be checked for tampering and sign noting any evidence of such. Otherwise packages should be signed for and marked "unchecked" to avoid any declaration that the goods have arrived undamaged.

Change of Mind – Should you wish to return goods that are not faulty and request a credit; you must request this within 5 days of delivery. We **may** take goods back at our discretion if they are unopened, unused and in pristine condition, ready for re-sale. The goods will be subject to a handling and re-stocking fee of 10%. Bespoke or customised

hardware cannot be returned. In addition to this any carriage charges incurred in sending the goods to you will not be refunded and the return carriage costs must be borne by you.

The %s quoted above is also subject to the overall condition of the goods and the packaging. You must appreciate the reason these %s are not lower is that we cannot sell returned goods as 'new' if we have previously sold them and our resale price therefore must reflect a discount to another customer.

Condition of Goods

Returned goods must be adequately and safely packaged in the original packaging. This packaging should be pristine - unmarked and undamaged.

All accessories supplied with the product (cables, manuals and accessories) must be returned in original condition.

Return Address please attach the returns label to the outer box, where possible avoid using excessive amounts of brown tape and do not write on the manufacturer's box where one is used.

All returning products must be addressed to:

Returns Department, CitySync Limited, Unit 4, Caxton Place, Caxton Way, Stevenage, Hertfordshire, SG1 2UG.