

GENERAL TERMS AND CONDITIONS ("Conditions")

1. The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions
2. Any quotation given by the CUE shall not constitute an offer, and is only valid for a period of [30] Business Days from its date of issue
3. The Order shall only be deemed to be accepted when CUE issues written acceptance of the Order at which point and on which date the contract shall come into existence ("Service Commencement Date").
4. CUE shall supply the Services to the Customer in accordance with the Specification in all material respects
5. CUE shall use all reasonable endeavours to meet any performance dates specified in the Order Form, but any such dates shall be estimates only.
6. CUE reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and CUE shall notify the Customer in any such event.
7. The Customer shall ensure that the terms of the Order are complete and accurate.
8. The Customer shall co-operate with CUE in all matters relating to the Services.
9. The Customer shall provide CUE, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by CUE.
10. The Customer shall obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start.
11. If CUE's performance of any of its obligations under the Order Form is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("Customer Default"):
 - 11.1 without limiting or affecting any other right or remedy available to it, CUE shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays CUE's performance of any of its obligations;
 - 11.2 CUE shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from CUE's failure or delay to perform any of its obligations as set out in this clause; and
 - 11.3 the Customer shall reimburse CUE on written demand for any costs or losses sustained or incurred by CUE arising directly or indirectly from the Customer Default.
12. The Customer shall pay CUE's invoices in full within 30 days of the date of the invoice. Time for payment shall be of the essence of the Order Form.
13. All amounts payable by the Customer under the Order Form are exclusive of amounts in respect of value added tax unless otherwise stated. Where any taxable supply for VAT purposes is made under the Order Form by CUE to the Customer, the Customer shall, on receipt of a valid VAT invoice from CUE, pay to CUE such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
14. If the Customer fails to make a payment due to CUE under the Order Form by the due date, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
15. All amounts due under the Order Form shall be paid in full without any set-off, counterclaim or deduction. In the event that payment of any amount of the Order Form becomes subject to withholding tax, levy or similar payment obligation on sums due to CUE, such withholding tax shall be borne and paid by Customer in addition to the Charges due to CUE. Customer will provide CUE free of charge with the appropriate certificate(s) from the relevant authorities confirming the amount of the withholding taxes, levies or similar payments borne and paid by Customer.

16. The limits and exclusions in this clause 16 reflect the insurance cover CUE has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.

16.1 The restrictions on liability in this Clause 16 apply to every liability arising under or in connection with the Order Form including liability in contract, tort including negligence, misrepresentation, restitution or otherwise.

16.2 Subject to Clause 16, CUE's total liability to the Customer in respect of all breaches of duty occurring within any contract year shall not exceed the Cap.

16.3 The Cap is fifty percent (50%) of the total charges in the contract Year in which the breaches occurred.

16.4 The following types of loss are wholly excluded:

16.4.1 loss of profits

16.4.2 loss of sales or business.

16.4.3 loss of agreements or contracts.

16.4.4 loss of anticipated savings.

16.4.5 loss of use or corruption of software, data or information.

16.4.6 loss of or damage to goodwill; and

16.4.7 indirect or consequential loss.

16.5 [The following types of loss and specific loss are not excluded:

16.5.1 sums paid by the Customer to CUE pursuant to the Order Form, in respect of any Services not provided in accordance with the Order Form;

16.5.2 wasted expenditure;

16.5.3 additional costs of procuring and implementing replacements for, or alternatives to, Services not provided in accordance with the Order Form. These include but are not limited to consultancy costs, additional costs of management time and other personnel costs, and costs of equipment and materials;

16.5.4 losses incurred by the Customer arising out of or in connection with any third party claim against the Customer which has been caused by the act or omission of CUE. For these purposes, third party claims shall include but not be limited to demands, fines, penalties, actions, investigations or proceedings, including but not limited to those made or commenced by subcontractors, CUE's personnel, regulators and customers of the Customer.

16.6 This Clause 16 shall survive termination of the Order Form

17. The Initial Term for the Services shall be 12 months from the date the Service Commencement Date. Upon the expiry of the Initial Term, the Order shall renew automatically on a 12 months basis ("the Renewed Term") unless it is replaced by a new order form or terminated by either Party providing to the other Party no less than 30 days' prior written notice of termination, such termination terms are to take effect at any time during the Renewed Term. The Renewed Term shall be renewed indefinitely until further notice. The Initial Term and the Renewed Term jointly known as the contract Year for the purpose of these Conditions.

18. Without affecting any other right or remedy available to it, either party may terminate the contract by giving the other party 30 days' written notice.

19. On the Termination of the Order Form:

19.1 At the absolute discretion of CUE, termination during the Initial Term will incur one of more of the following penalty charges: (i) the full amount of hardware, software and services or (ii) the full amount charged to China Unicom by the suppliers or (iii) 100% MRC of the remaining Initial Term, whichever amount is higher.

19.2 the Customer shall immediately pay to CUE all of the CUE's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, CUE shall submit an invoice, which shall be payable by the Customer immediately on receipt.

20. Force majeure: Force Majeure Event means, in relation to a Party, an event out of such Party's reasonable control and not caused by such Party's default or negligence, including without limitation any flood, fire, lightning, earthquake, storm, explosion, meteor, accident, embargo, blockade, strikes, riot, civil disorder, insurrection, mob violence, any kind of war or war-like conditions, act of terrorism or of the public enemy, epidemic, pandemic, quarantine, inability to procure materials or transportation facilities, national or regional emergency, power outage, labour dispute or shortage, act or failure to act of any Government Authority or act of God. Neither party shall be in breach of these Conditions nor liable for delay in performing, or failure to perform, any of its obligations under the Order Form if such delay or failure result from Force Majeure Event.

21. ANTI-BRIBERY AND ANTI-CORRUPTION

21.1 The Customer shall:

21.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);

21.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

21.1.3 comply with the Customer's Ethics, Anti-bribery and Anti-corruption Policies as the Supplier may update them from time to time (**Relevant Policies**);

21.1.4 have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and [Clause 21.1.2](#), and will enforce them where appropriate;

21.1.5 promptly report to the Supplier any request or demand for any undue financial or other advantage of any kind received by the Customer in connection with the performance of this agreement;

21.1.6 immediately notify the Supplier (in writing) if a foreign public official becomes an officer or employee of the Customer or acquires a direct or indirect interest in the Customer and the Customer warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of this agreement;

21.1.7 within three months of the date of this agreement, and annually thereafter, certify to the Supplier in writing signed by an officer of the Customer, compliance with this [Clause 21](#) by the Customer and all persons associated with it under [Clause 21.2](#). The Customer shall provide such supporting evidence of compliance as the Supplier may reasonably request.

21.2 The Customer shall ensure that any person associated with the Customer who is performing services in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this [Clause 21](#) (**Relevant Terms**). The Customer shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Supplier for any breach by such persons of any of the Relevant Terms.

21.3 Breach of this [Clause 21](#) shall be deemed a Customer Default under clause 11.

21.4 For the purpose of this [Clause 21](#), the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this [Clause 1](#) a person associated with the Customer includes but is not limited to any subcontractor of the Customer.

22. These Conditions constitutes the entire agreement between the Customer and CUE and supersedes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

(b) Each party acknowledges that in entering into the Order Form it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty whether made innocently or negligently that is not set out in the contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Order Form.

23. Except as set out in these Conditions, no variation of the Order Form shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

24. Each party irrevocably agrees that the governing law of such Order form is the laws of England and Wales.

25. Further both parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim including non-contractual disputes or claims arising out of or in connection with the Order Form or its subject matter or formation.