1. Definitions & Interpretation.

a. Where used in these Terms and Conditions of sale:
   “Agent” means any authorized agent that
   is a person who holds the title and office of Senior Manager, Finance Director or Vice-President.
   “Price” means any price quoted, written or oral, expressed or implied, exclusive of all taxes or other charges imposed by Buyer.

b. “Conditions” means these Terms and Conditions of sale and any other conditions or terms and conditions or any alteration to these Conditions proposed by the Buyer contained or referred to in a Purchase Order or another written document.

2. Contract.

a. Every Contract between WGEO and Buyer shall be subject to the Conditions. No additional or alternative terms or conditions or any alteration to these Conditions proposed by Buyer shall be valid unless expressly agreed in writing by WGEO.

b. Buyer shall ensure that the Conditions are brought to the attention of its employees and those acting on its behalf.

c. Where Services relate to the provision of training, WGEO reserves the right to charge Buyer for any assessment or training fee that may be agreed between WGEO and Buyer.


a. Notwithstanding the foregoing, WGEO and its suppliers reserve the right to make changes in the specifications of the Products, without notice to Buyer, which are required in order to conform to any statutory or regulatory requirements or to improve the performance of the Products.

b. Buyer’s sole responsibility is to use the Products in a manner which conforms to the use for which such Products are intended. Buyer agrees that Buyer is responsible for any damage caused to the Products or any damage to any other property caused by Buyer or any third party if Buyer fails to use the Products in a manner which conforms to the use for which such Products are intended.


a. The price of Products which are not in stock shall be determined upon delivery by the price of the same or similar Product or, if the same or similar Product is not obtainable, by the price of the nearest comparable Product.

b. The price of Products in WGEO’s stock on the Contract Date shall be: (i) the quoted price which shall be given in writing by and be valid for seven (7) days following the date of quotation; or (ii) the list price in WESTCON’s then current published list price on the date the Backordered Products are scheduled for delivery.

c. Notwithstanding the foregoing, WGEO reserves the right, by giving notice to Buyer, at any time before delivery, to increase the price of Products after the Contract Date to reflect any increase in the cost of such Products that is due to any factor beyond the control of WGEO, including any increase in import duties, exchange rates or prices, taxation, freight, insurance, labour, royalties, or any other material increase in the cost of labour or any other materials or any other costs of manufacture; any change in delivery any instructions of the Buyer or failure of the Buyer to give WGEO adequate information or instruction, but WGEO shall only increase its price by the amount necessary to reflect such an increase.

5. Price.

a. The price of Products in WGEO's stock on the Contract Date shall be: (i) the quoted price (which shall be given in writing by and be valid for seven (7) days following the date of quotation); or (ii) the list price in WGEO's then current published list price on the date of the Contract Date, in increase the price of the related Products sold to Buyer by either (i) invoicing Buyer for the Products on the date of the invoice issued to Buyer, or (ii) allowing Buyer to return such Products to WGEO and crediting Buyer for the fees paid by Buyer for such Products.

b. Except as otherwise stated on a price quotation or in WGEO’s then current price list, and unless otherwise agreed in writing between the Buyer and WGEO, all Products shall be delivered F.O.B. Buyer’s place of business.

c. All prices and charges are exclusive of the cost of packaging and delivery, insurance, configuration, fullfilment and other services, unless otherwise stated in the Conditions or in a Purchase Order. Buyer shall be responsible for all local taxes and duties on the Products (other than taxes based upon WGEO’s net income) for which the Buyer shall be fully liable to pay for WGEO. Buyer shall make all payments to WGEO without deduction for any witholding taxes, which shall be Buyer’s sole responsibility.

d. All taxes shall be displayed on the invoice and Buyer shall provide WGEO with a valid certificate of exemption acceptable to the taxing authority.

6. Payment.

a. If Buyer has not been granted credit facilities by WGEO then Buyer’s payment shall be due on the date of the invoice and in advance of delivery. If Buyer has been granted credit facilities by WGEO then Buyer shall pay the purchase price, without any deduction or set-off, within thirty (30) days from the date of the invoice which shall be issued to Buyer on the date that Products are shipped from WGEO. Failure to make payment of any invoice in accordance with this paragraph will be deemed a breach of the Conditions and further, and terms and conditions for payment of any invoices, if any, charged to WGEO by the Supplier for any future deliveries.

b. Buyer agrees that if Buyer has not been granted credit facilities by WGEO then Buyer shall pay the purchase price, without any deduction or set-off, within thirty (30) days from the date of the invoice which shall be issued to Buyer on the date that Products are shipped from WGEO. Failure to make payment of any invoice in accordance with this paragraph will be deemed a breach of the Conditions and further, and terms and conditions for payment of any invoices, if any, charged to WGEO by the Supplier for any future deliveries.

c. Buyer agrees that if Buyer has not been granted credit facilities by WGEO then Buyer shall pay the purchase price, without any deduction or set-off, within thirty (30) days from the date of the invoice which shall be issued to Buyer on the date that Products are shipped from WGEO. Failure to make payment of any invoice in accordance with this paragraph will be deemed a breach of the Conditions and further, and terms and conditions for payment of any invoices, if any, charged to WGEO by the Supplier for any future deliveries.

d. Buyer agrees that if Buyer has not been granted credit facilities by WGEO then Buyer shall pay the purchase price, without any deduction or set-off, within thirty (30) days from the date of the invoice which shall be issued to Buyer on the date that Products are shipped from WGEO. Failure to make payment of any invoice in accordance with this paragraph will be deemed a breach of the Conditions and further, and terms and conditions for payment of any invoices, if any, charged to WGEO by the Supplier for any future deliveries.

7. Delivery.

a. Any dates quoted for delivery of the Products are approximate only and WGEO shall not be liable for any delay in delivery of any Products, which delay may be caused by circumstances beyond its reasonable control, and Buyer undertakes and agrees that any such delay shall not prejudice Buyer’s rights under this Agreement. WGEO reserves the exclusive right to change any delivery date upon written notice to Buyer.

b. Buyer agrees to accept delivery of the Products, at any time during the period agreed, subject to any reasonable notice given by Buyer.

c. Buyer agrees to accept delivery of the Products at any time during the period agreed, subject to any reasonable notice given by Buyer.

d. Buyer agrees to accept delivery of the Products at any time during the period agreed, subject to any reasonable notice given by Buyer.

e. Buyer agrees to accept delivery of the Products at any time during the period agreed, subject to any reasonable notice given by Buyer.

8. Title & Risk.

a. Risk of loss or damage to the Products shall pass to Buyer: (i) upon delivery, or (ii) if Buyer fails to take delivery of the Products, at any time as agreed in writing by WGEO. Buyer shall be responsible for any loss or damage to the Products from the time the Products are delivered to Buyer until Buyer has paid for the Products.

b. Until such time as title to the Products passes to Buyer, Buyer shall: (i) hold the Products as WGEO’s finished goods stock, (ii) hold the Products in the Ordinary course of business, (iii) store the Products in a manner that is consistent with the then prevailing industry practices and in accordance with these Conditions. If Buyer does permit, or otherwise create a Third Party Security Interest in the Products in the event of non-payment by Buyer.
b. Buyer understands and agrees that WGEO will not and has no duty to indemnify, defend or hold or a third party harmless from or against any claims, losses, liabilities, damages, costs and expenses, judgments or settlement amounts arising out of or in connection with the actual or alleged infringement of a third party’s intellectual property rights or any other right by any Products or any portion thereof as modified or used in connection with any Products.

c. Nothing contained herein shall be construed as authorizing or granting to Buyer any right or license to use any logo, trademark or trade name of WGEO or any Supplier, any license of which shall not be required by Buyer.

d. Nothing contained herein shall be construed as authorizing or granting to Buyer any right or license to use any logo, trademark or trade name of WGEO or any Supplier, any license of which shall not be required by Buyer.

e. Buyer will not export or re-export any Products with knowledge that they will be used in the design, development, production, or use of chemical, biological, nuclear, or ballistic weapons, or in a facility engaged in such activities, unless Buyer has obtained prior written approval from the appropriate department of the US Government.

16. E-System Specific Terms.

a. WGEO shall not be liable to Buyer or be deemed in breach of these Conditions or any Contract by reason of delay or failure to perform if such delay or failure is caused by circumstances beyond its control, including, but not limited to: acts of war, terrorism, riot, civil commotion, or insurrection; strikes, lockouts or other labor disputes or industrial action; fire, flood, hurricane, storm, earthquake, or other natural disaster; or laws, regulations, orders or other acts of any government.

b. In the event of a Force Majeure event: (i) WGEO shall, as soon as commercially practicable, notify Buyer of such Force Majeure event provided WGEO shall incur no liability for its failure to give such notice; (ii) WGEO’s duty to perform shall be suspended for the duration of the Force Majeure event; and (iii) the time of WGEO’s performance shall be extended by a period equal to the duration of said Force Majeure event.

c. In the event a Force Majeure event should continue for more than ninety (90) days either party may, by written notice to the other, cancel a Contract insofar as Products remain undelivered under said Contract. Upon such cancellation, WGEO shall have no obligation to deliver and Buyer will have no obligation to accept delivery of or pay for the undelivered Products, but the Contract shall remain in full force and effect regarding all Products delivered hereunder.

17. Compliance with Laws.

a. Buyer acknowledges that the Products and any technical data related thereto is licensed or sold subject to and controlled by the export laws of the United States ("US") including its Export Administration Regulations, the Export Control Act of 1976, the International Traffic in Arms Regulations, the Foreign Assistance Act of 1961, ("FAA"), the Arms Export Control Act of 1976, the International Emergency Economic Powers Act, the Helms-Burton Act, the Chemical Weapons Convention Implementation Act, the Comprehensive Anti-Apartheid Act of 1986, the Export Administration Act of 1979, the Energy Policy Act of 1992, the Arms Export Control Act ("AECA"), the Arms Export Control Regulations ("EAR"), and the Export Control Reform Act of 2018 of the United States of America and any other applicable laws, regulations, orders or other acts of any government.

b. Buyer shall comply with all laws, rules and regulations and all regulations of the United States of America and any other applicable laws, regulations, orders or other acts of any government.

c. Buyer shall not export or re-export any Products with knowledge that they will be used in the design, development, production, or use of chemical, biological, nuclear, or ballistic weapons, or in a facility engaged in such activities, unless Buyer has obtained prior written approval from the appropriate department of the US Government.

d. Buyer shall not export or re-export any Products with knowledge that they will be used in the design, development, production, or use of chemical, biological, nuclear, or ballistic weapons, or in a facility engaged in such activities, unless Buyer has obtained prior written approval from the appropriate department of the US Government.

18. Waiver.

a. Buyer waives the right to require the acceptance of any offer in writing due to the fact that Buyer or a third party may, by written notice to the other, cancel a Contract insofar as Products remain undelivered under said Contract. Upon such cancellation, WGEO shall have no obligation to deliver and Buyer will have no obligation to accept delivery of or pay for the undelivered Products, but the Contract shall remain in full force and effect regarding all Products delivered hereunder.


a. For a period of twelve (12) months following the date of any contract hereunder, Buyer hereby agrees not to solicit or induce any employee of WGEO involved in the marketing, promotion, sale or distribution of Products to Buyer to leave their employment with WGEO or any of its suppliers.

b. Buyer agrees that, in connection with these Conditions or any Contract, Buyer shall not, directly or indirectly, induce any employee of WGEO involved in the marketing, promotion, sale or distribution of Products to Buyer to leave their employment with WGEO or any of its suppliers.

c. Buyer agrees that, in connection with these Conditions or any Contract, Buyer shall not, directly or indirectly, induce any employee of WGEO involved in the marketing, promotion, sale or distribution of Products to Buyer to leave their employment with WGEO or any of its suppliers.

20. Assignment.

a. Buyer shall not, without the prior written consent of WGEO, assign, transfer, subcontract, sell, dispose of, or otherwise mortgage or mortgage the Products or any part thereof.

b. Buyer may assign, transfer, subcontract, sell, dispose of, or otherwise mortgage or mortgage the Products or any part thereof, only to an entity that is a direct or indirect subsidiary of Buyer and that is a competitor of WGEO.


a. All confidentiality and non-disclosure provisions, representations, warranties, covenants and agreements contained in these Conditions or any Contract, shall survive the termination of these Conditions or any Contract, and continue in full force and effect.

b. All representations and warranties and covenants made by Buyer to WGEO shall survive the delivery of the Products to Buyer and shall continue in full force and effect.

22. Waiver.

a. No failure or delay by WGEO in exercising any right or remedy hereunder or under any Contract hereunder shall operate as a waiver of that right or remedy or any other right or remedy of WGEO or Seller.

b. Buyer agrees that, in connection with these Conditions or any Contract, Buyer shall not, directly or indirectly, induce any employee of WGEO involved in the marketing, promotion, sale or distribution of Products to Buyer to leave their employment with WGEO or any of its suppliers.

23. Severability.

a. If any clause or provision of these Conditions or any Contract is held to be invalid or unenforceable, the remaining provisions of these Conditions or any Contract shall remain in full force and effect.

b. If any clause or provision of these Conditions or any Contract is held to be invalid or unenforceable, the remaining provisions of these Conditions or any Contract shall remain in full force and effect.


a. These Conditions shall be governed by the laws of England and Wales, and Buyer hereby agrees to submit to the exclusive jurisdiction of the English courts. The United Nation’s Convention on Contracts for the International Sale of Goods is specifically excluded from application to these Conditions.

b. None of these Conditions shall be deemed to create, impose or provide for a relationship imposing any duties or obligations on WGEO other than those expressly stated herein.

c. None of these Conditions shall be deemed to create, impose or provide for a relationship imposing any duties or obligations on WGEO other than those expressly stated herein.


a. Buyer acknowledges that the Products are the intellectual property of the Seller. Nothing contained herein shall be construed to transfer to Buyer any right, title, or interest in or to any technology, trade secret, know-how, sales, process, design, or other Confidential Information of WGEO or any Supplier.

b. Buyer shall not export or re-export any Products with knowledge that they will be used in the design, development, production, or use of chemical, biological, nuclear, or ballistic weapons, or in a facility engaged in such activities, unless Buyer has obtained prior written approval from the appropriate department of the US Government.


a. All communications and notices to WGEO or Buyer shall be in writing, and shall be deemed received when actually received, or if mailed by registered mail, return receipt requested, the next business day.

b. Buyer agrees that, in connection with these Conditions or any Contract, Buyer shall not, directly or indirectly, induce any employee of WGEO involved in the marketing, promotion, sale or distribution of Products to Buyer to leave their employment with WGEO or any of its suppliers.

27. Indemnification.

a. Buyer agrees that, in connection with these Conditions or any Contract, Buyer shall not, directly or indirectly, induce any employee of WGEO involved in the marketing, promotion, sale or distribution of Products to Buyer to leave their employment with WGEO or any of its suppliers.

b. Buyer agrees that, in connection with these Conditions or any Contract, Buyer shall not, directly or indirectly, induce any employee of WGEO involved in the marketing, promotion, sale or distribution of Products to Buyer to leave their employment with WGEO or any of its suppliers.
Section 2(b). Section 2(b) is hereby amended and restated as follows: "When WGEO intends to make any changes to the Conditions before they become applicable, WGEO will notify the Buyer of the proposed changes. Buyer will have the option either to accept those changes or to reject them by terminating the Conditions. If Buyer does not terminate the Conditions within 5 days following WGEO’s notification of the proposed changes, the Conditions shall mean that Buyer will not longer be able to place new Purchase Orders and conclude Contracts with WGEO under the Conditions, but such termination of the Conditions shall not entail the termination of the Contracts that the parties have already entered into."

Section 2(d). Section 2(d) is hereby amended and restated as follows: "Notwithstanding the foregoing, Buyer agrees that WGEO’s provision of a price quotation, price list or any other information shall not be considered an offer by WGEO to sell Products at those prices or subject to any other conditions and terms. Only a Purchase Order submitted by Buyer shall constitute an offer to contract subject to these Conditions, which shall not be deemed to be a Contract unless and until WGEO, by written confirmation, acknowledges the same and agrees to sell the Products to WGEO and to sell the Products to WGEO during the price quotation period or until the earlier date upon which: (i) written acceptance is provided by WGEO, (ii) a Purchase Order placed through the E-System is confirmed by WGEO via email, or (iii) WGEO proceeds with the fulfillment of the Purchase Order."

Section 2(e). Section 2(e) is hereby amended and restated as follows: "Notwithstanding Section 2(b) and Section 2(d), Buyer may return or replace any Products in WGEO’s stock on the Contract Date shall be: (i) the quoted price (which shall be given formally in writing and be valid for seven (7) days following the date of quotation), or (ii) the list price in WGEO’s then current published price list on the date the Backordered Products are scheduled for delivery to Buyer. If the list price that is current on the date the Backorder Products are scheduled for delivery to Buyer is higher than the quoted price, Buyer shall be entitled to reject the BackOrdered products. If the Buyer does not cancel the Contract within 5 days following WGEO’s notification of the new price, Buyer shall have the option either to accept the new price or to reject it by cancelling the Contract. If Buyer does not cancel the Contract within 5 days following WGEO’s notification of the new price, Buyer shall be deemed to have accepted it."

Section 5(c). Section 5(c) is hereby amended and restated as follows: "Notwithstanding the foregoing, if Buyer receives any increase in WGEO’s cost of such Products that is due to any factor beyond the control of WGEO (including any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture, any change in delivery dates, quantities or specifications for the Products which are requested by the Buyer or any delay caused by any instructions of the Buyer or failure of the Buyer to give WGEO adequate information or instruction), WGEO will be entitled to notify the Buyer of an increase in the price of the Products (an increase that will be limited to the amount necessary to reflect such an increase in WGEO’s costs) and, if the Buyer does not cancel the Contract within 5 days following WGEO’s notification of the propose increase in the price, the Buyer shall be deemed to have accepted it. Upon the receipt of Buyer’s acceptance of an increase in price, WGEO will be entitled to make a corresponding increase in the price of the Products sold to Buyer by either: (i) increasing the price of the related Products sold to Buyer by the amount of such increases, (ii) invoicing Buyer for the increase in price, or (iii) renegotiating the price of the Products sold to Buyer, the price of the Products sold to Buyer in a new price for the Products sold to Buyer, but the Buyer shall be additionally liable for paying to WGEO any statutory or other legal requirements or which do not materially affect the performance of the relevant Products. WGEO shall notify Buyer of the proposed changes, and Buyer will have the option either to accept those changes or to reject them by cancelling the Contract. If Buyer does not cancel the Contract within 5 days following WGEO’s notification of the proposed changes, Buyer shall be deemed to have accepted them."

Section 5(f). Section 5(f) is hereby amended and restated as follows: "Where Services relate to the provision of training, WGEO reserves the right to provide such Services at a venue or venues other than WGEO’s premises and to provide personnel of its own selection. WGEO further reserves the right to refuse or curtail any training Services if a delegate or substitute delegate attending on behalf of Buyer fails to satisfy any training requirements for which Buyer was notified prior to entering into the Contract. If, prior to the commencement of the training, WGEO notifies Buyer of additional requirements, Buyer will have the option either to accept those additional requirements or to reject them by cancelling the Contract. If Buyer does not cancel the Contract within 5 days following WGEO’s notification of the additional requirements, Buyer shall be deemed to have accepted them."

Section 5(g). Section 5(g) is hereby amended and restated as follows: "Notwithstanding anything to the contrary contained herein, if Buyer has elected to purchase Special Order Goods, Buyer understands and agrees that any Contracts for Special Order Goods may not be cancelled, withdrawn, rescheduled or otherwise modified by Buyer, and Buyer further understands and agrees that such Special Order Goods, except as set forth under Clause 12, may not be recalled, refused or rejected for any reason whatsoever. Further, Buyer shall not be entitled to a credit or refund for such Special Order Goods for any reason whatsoever, except as otherwise provided in these Conditions. If the Buyer fails to fulfil these Conditions, Buyer shall indemnify and hold WGEO harmless for any and all delays, claims, losses, liabilities, costs or expenses related to Special Order Goods."

Section 5(a). Section 5(a) is hereby amended and restated as follows: "The price of Products in WGEO’s stock on the Contract Date shall be: (i) the quoted price (which shall be given formally in writing and be valid for seven (7) days following the date of quotation), or (ii) the list price in WGEO’s then current published price list on the Contract Date, where no price has been quoted or a quoted price has expired. If the list price that is current on the Contract Date is different from the list price that was current on the date of the Purchase Order, WGEO will notify Buyer of such difference, and Buyer will have the option either to accept the new price or to reject it by cancelling the Contract. If Buyer does not cancel the Contract within 5 days following WGEO’s notification of the new price, Buyer shall be deemed to have accepted it."

Section 5(b). Section 5(b) is hereby amended and restated as follows: "The price of quoted price (which shall be given formally in writing and be valid for seven (7) days following the date of quotation), or (ii) the list price in WGEO’s then current published price list on the date the Backordered Products are scheduled for delivery to Buyer. If the list price that is current on the date the Backorder Products are scheduled for delivery to Buyer is higher than the quoted price, Buyer shall be entitled to reject the BackOrdered products. If the Buyer does not cancel the Contract within 5 days following WGEO’s notification of the new price, Buyer shall have the option either to accept the new price or to reject it by cancelling the Contract. If Buyer does not cancel the Contract within 5 days following WGEO’s notification of the new price, Buyer shall be deemed to have accepted it."
17. Section 7(e), Section 7(e) is hereby amended and restated as follows: "If Buyer fails to take delivery of the Products or fails to give WEGO adequate delivery instructions in its Purchase Order then, without prejudice to any other right or remedy available, WEGO may: (i) store the Products until actual delivery and charge Buyer for the reasonable costs thereof, including insurance costs; or (ii) terminate the Contract forthwith, sell the Products and give Buyer a refund of the price paid by Buyer or the price obtained by WEGO for the sale of the Products in which case WEGO shall not be liable for Buyer to take any other legal action or to take any legal action not authorised by Supplier, or use in conjunction with a third party product."

18. Section 7(g), Section 7(g) is hereby amended and restated as follows: "If there is a shortage of Products available to WEGO then WEGO may allocate any available Products between its buyers on such a basis as it deems appropriate. In case of the foregoing, WEGO shall notify Buyer and, if Buyer does not cancel the Contract within 5 days for being WEGO unable to deliver all the Products as such, then Buyer shall be deemed to have agreed to accept any Products delivered to it and shall pay the appropriate pro-rated portion of the invoiced price for such Products." Section 8, Section 8 is hereby amended and restated as follows:

a. Risk of loss or damage to the Products shall pass to Buyer: (i) upon delivery, or (ii) if Buyer unreasonably delays taking delivery of the Products, (in this case the risk shall be deemed to have passed to Buyer in accordance with the terms of the Contract or, if they have not been resold to a customer of Buyer, regardless of whether title has passed to Buyer (if any) will be provided only by the Buyer to return to WEGO the Products covered by such Contract and Buyer shall not appoint, engage, contract or employ such information and/or withdrawal.

b. Risk of loss or damage to the Products shall pass to Buyer: (i) upon actual delivery or (ii) if Buyer unreasonably delays taking delivery of the Products, (in this case the risk shall be deemed to have passed to Buyer in accordance with the terms of the Contract or, if they have not been resold to a customer of Buyer, regardless of whether title has passed to Buyer (if any) will be provided only by the Buyer to return to WEGO the Products covered by such Contract and Buyer shall not appoint, engage, contract or employ such information and/or withdrawal.

c. Nothing contained herein shall be construed as excluding or limiting WEGO’s liability for death or personal injury caused by WEGO’s negligence, for cases of wilful misconduct or gross negligence, or for loss of title in the case of Products) are hereby expressly and totally excluded, save for wilful or grossly negligent misconduct.”

19. Section 9(b), Section 9(b) is hereby amended and restated as follows: "Subject to the foregoing, any Products which WEGO has agreed to deliver to Buyer in accordance with paragraph 7b that are delivered in error or lost, damaged or destroyed during transportation will be replaced or rectified by WEGO, as originally ordered or, if rectification or replacement is not practicable, WEGO will refund any payments received by WEGO from Buyer for such Products. WEGO shall not be liable for any loss, damage or defect except as set forth herein.”

20. Section 11(c), Section 11(c) is hereby amended and restated as follows: "Any warranties or obligations provided by non-mandatory in connection with these Conditions, a Contract or the Products (including liability for hidden defects, but except for loss of life in the case of Products) will be binding expressly and totally excluded, save for wilful or grossly negligent misconduct.”

21. Section 12(c), Section 12(c) is hereby amended and restated as follows: "WEGO shall not be liable or responsible for administering any defect or other claim which arises from normal wear and tear, misuse, negligence, accident, abuse, use not in accordance with Supplier’s instructions, use in conjunction with a third party product, or due to any other reason other than WEGO’s negligence or wilful or grossly negligent misconduct.”

22. Section 14, Section 14 is hereby amended and restated as follows: "If WEGO’s liability for any actual damage arising out these Conditions and any Contract shall be limited to, and shall under no circumstances exceed the price paid by Buyer for the Products giving rise to the claim; (excluding VAT). WEGO shall have no liability under these Conditions or any Contract if WEGO has not received payment of the total invoice price of the Products giving rise to the claim.

b. Except as expressly provided in these Conditions, WEGO and its Suppliers shall not be liable to Buyer for any loss of profit derived from WEGO’s breach of these Conditions or a Contract. In particular, this provision excludes any and all liability of WEGO for financial or other loss or damage caused to Buyer by reason of any representation, warranty (regardless its nature and origin) or other term, or any duty at law (whether express or implied or statutory) to Buyer. Nothing in these Conditions, WEGO’s damage to reputation or goodwill, or any matter beyond WEGO’s reasonable control (all the foregoing whether caused by the negligence of WEGO, its employees, agents, Suppliers or otherwise).

23. Section 15(a), Section 15(a) is hereby amended and restated as follows: "Buyer acknowledges that the Products are the intellectual property of the Suppliers. Nothing contained herein shall be deemed to grant any right or title to such intellectual property to Buyer. Buyer further agrees not to translate, reverse compile or disassemble any software; in particular, if Buyer has at any time the intention to exercise the right granted by Article 100.5 of the Spanish Copyright Act, Buyer shall first notify WEGO and the Suppliers so that WEGO or the Suppliers can make the information necessary to achieve interoperability of the Products with other computer program easily and readily available to Buyer. Buyer further agrees to transfer to its customers a copy of any license agreement or other documents, which comprises information necessary to use the Products to a third party. Buyer further agrees to store the Products until actual delivery and charge Buyer for the reasonable costs, liabilities, damages, judgments or settlements arising out of or in connection with the actual or alleged infringement of a third party’s intellectual property rights. Buyer further agrees and understands that the only indemnification and defence available to Buyer (if any) will be provided only by the Supplier but only to the extent that the Supplier has expressly agreed to offer such indemnification and defence to Buyer on a pass through basis. Buyer further agrees and understands that the only indemnification and defence available to Buyer (if any) will be provided only by the Supplier but only to the extent that the Supplier has expressly agreed to offer such indemnification and defence to Buyer on a pass through basis, thus WEGO being totally unrelated to any such indemnification and defence.”

24. Section 18(c), Section 18(c) is hereby amended and restated as follows: "It is Buyer’s sole and exclusive responsibility to obtain any and all appropriate approvals from the US government and/or member states of the EU and EFTA prior to exporting such Products, or any technical data related thereto, from Spain. WEGO shall not be responsible for any costs, liabilities or damages resulting from Buyer’s failure to obtain any such required authorisation. Buyer understands that the Export Control Laws may change from time to time. It is Buyer’s sole and exclusive responsibility to obtain guidance of counsel or other appropriate channels to ensure its compliance with these laws.”

25. Section 18(e), Section 18(e) is hereby amended and restated as follows: "Buyer shall not sell any Products before title has passed to Buyer in accordance with the Conditions in such a manner as to pass valid title to the Products to a third party, the Buyer shall hold the proceeds of sale of such sale and/or the right to claim or receive such proceeds of sale for the benefit of WEGO, provided the foregoing shall not constitute Buyer as an agent of WEGO for the purposes of any such resale. If the Buyer is in breach of the Contract, WEGO shall be entitled to terminate the Contract and require Buyer to return to WEGO the Products covered by such Contract if they have not been resold to a customer of Buyer, regardless of whether title in such Products has passed to Buyer, or to retain the price of the Products if the Products have been resold to a customer of Buyer. Buyer further agrees to make available to WEGO any and all proceeds of sale for the benefit of WEGO, provided the foregoing shall not constitute Buyer as an agent of WEGO for the purposes of any such resale.

26. Section 19, Section 19 is hereby amended and restated as follows: "For a period of twelve (12) months following the date of any Contract hereunder, Buyer hereby agrees not to solicit or induce any employee of WEGO involved in the marketing, promotion, sale or distribution of Products to Buyer to leave their employment or terminate or breach their contract for services with WEGO as the case may be, and Buyer shall not appoint, engage, contract or employ such employee in Spain to provide services to Buyer. In the event Buyer should breach this Clause, Buyer agrees to pay WEGO, by way of liquidated damages, a lump sum representing forty percent (40%) of the employee’s annual salary (excluding benefits) and Buyer hereby agrees that such sum is a genuine and reasonable pre-estimate of WEGO’s loss.”

27. Section 21(f), Section 21(f) is hereby amended and restated as follows: "These Conditions shall be governed by the common laws of Spain, and Buyer and WEGO hereby agree to submit to any action or proceeding arising out of or in connection with this Contract to the jurisdiction of the courts of Spain. Buyer hereby agrees that the Contract-making process described in these Conditions is the only one that will apply between the parties unless otherwise agreed by them, and that the notices and confirmations contemplated herein are the only ones that the parties will send and expect to receive unless otherwise agreed by them. The parties specifically agree to exclude the application of any laws or regulations, including but not limited to, any regulations on electronic commerce, retail market and distance selling, including any right of information and/or withdrawal. The United Nation’s Convention on Contracts for the International Sale of Goods is specifically excluded from application to these Conditions and the Contracts.”