

## Standard Terms and Conditions of Supply

### 1. Definitions

1.1 "Affiliate" includes any subsidiary or holding company of the Company and each and any subsidiary of a holding company of the Company, any business entity from time to time controlling, controlled by, or under common control with the Company.

1.2 "Authorised Reseller Programme" means the programme or agreement under which the manufacturer or Third Party Service Provider consents to the Customer purchasing the Products, airtime and/or Services from the Company.

1.3 "Company" means S2 Networks Limited (registered number 06899543) of Galtons Mill, Galtons Lane, Belbroughton, West Midlands DY9 9TS and also where the context permits its assigns and any sub-contractor of the said Company. The Company's VAT number is GB 973 7847 59.

1.4 "Contract" means these Standard Terms and Conditions of Supply and, if applicable, the Supplemental Framework Services Terms and any further supplemental terms (as advised by the Company from time to time) between the Company and the Customer, under which the Products and Services (as applicable) are supplied by the Company to the Customer as amended by the Company from time to time.

1.5 "Customer" means the party identified as the Customer in this Contract to whom the Company may agree to supply Products, Airtime and/or Services (as applicable) from time to time in accordance with the terms and conditions of this Contract.

1.6 "Drop Ship" means deliveries to End User(s) by the Company (as requested by the Customer).

1.7 "End User" means the Customer's end customer.

1.8 "InTouch" means the Company's Customer web-shop.

1.9 "Services" means the services as defined in the Supplemental Framework Services Terms.

1.10 "Products" means the hardware or software goods including but not limited to computer hardware and software items to be provided by the Company to the Customer in accordance with this Contract.

1.11 "Projects" means public sector projects and/or any manufacturer funded end user projects (including but not limited to, SBP, OPG, SBA).

1.12 "Supervisor" means the person who is employed and charged by the Customer to

administer and authorise Users of InTouch on behalf of the Customer.

1.13 "Supplemental Framework Services Terms" means the supplemental terms and conditions in respect of the Services.

1.14 "Third Party Service Provider" means a third party who provides the Products, airtime and/or Services to the Customer and the End Users.

1.15 "Third Party Software" means all software owned by or licensed to the Customer from a third party owner (whether or not supplied by the Company) and which comprises part of the Products.

1.16 "User" means the person who is employed by the Customer and who accesses InTouch on behalf of the Customer.

1.17 "Website" means the Company's internet website, accessed through the address of:

[www.s2networks.com](http://www.s2networks.com)

or any other Affiliate of the Company's website

### 2. Order Acceptance

2.1 By placing an order with the Company, the Customer warrants that they have obtained and will comply with any consent required from a Third Party Service Provider including, if appropriate, membership of any Authorised Reseller Programme. In the event that the consent or membership of the Authorised Reseller Programme is terminated, the Customer will immediately notify the Company in writing.

2.2 All orders placed with the Company by the Customer for Products, airtime and Services (as applicable) shall constitute an offer to the Company, under the terms and conditions of this Contract, subject to availability of the Products and Services (as applicable) and to acceptance of the order by the Company's authorised representative.

2.3 All orders are accepted and the Products and Services (as applicable) supplied subject to the express terms and conditions of this Contract only. The Company may at any time amend this Contract by posting the amended Contract on the Website. The amended Contract shall apply to any orders placed on the

Company or to the use of InTouch by the Customer.

2.4 It is agreed that the terms and conditions of this Contract (or any amendments to them) shall prevail over the Customer's terms and conditions of purchase.

2.5 No order placed shall become a purchase contract, and therefore binding upon the Company, until the Products have been despatched to the Customer in accordance with clause 5 below.

### 3. Independent Contractor

The relationship between the Company and the Customer is that of independent contractor. Neither party is the agent of each other, and neither party has any authority to make any contract or to impose any obligation on the other party without their express prior permission.

### 4. N/A

### 5. Despatch

5.1 Any date or time quoted for despatch of the Products is to be treated as an estimate only. Despatch may be postponed because of conditions beyond the Company's reasonable control, and in no event shall the Company be liable for any damages or penalty for delay in despatch or delivery of the Products.

5.2 Risk shall pass to the Customer at the time the Products are handed over to the transportation company.

5.3 At the time of delivery the Customer must check that the quantity of Products matches the quantity set out on the proof of delivery ("POD") and that the exterior of the Products are in good condition. The Customer must then indicate this on the POD and sign the POD accordingly. If an over shipment of the Products has occurred the Customer must also notify the Company as soon as possible and in any event within 5 working days of the delivery. The Customer must not sign the POD "unchecked" or "unexamined" or any such similar wording.

5.4 A signed POD by or on behalf of the Customer shall be conclusive evidence of delivery and (except to the extent that any damage or discrepancy is noted on the POD) that it was received in good order and condition and accordingly no claims shall be brought in respect of the delivery claiming the contrary.

5.5 The Customer must inspect the Products immediately after delivery is complete. If any Products are damaged, incorrect or not delivered, the Customer must notify the Company within 5 working days of the delivery or expected delivery. For the avoidance of doubt, the Customer is still required to notify the Company as set out in this clause notwithstanding anything noted by the Customer on the POD. If a POD is required, this must be requested within 14 days of the date of the invoice.

5.6 In the event of any Drop Ship delivery, the Customer shall ensure that the End User complies with the Customer's obligations set out above in clauses 5.3, 5.4 and 5.5.

5.7 The Company may deliver the Products in instalments. Each instalment is treated as a separate delivery.

5.8 With the exception of risk that shall pass in accordance with clause 5.2, Products will be supplied under DDP Incoterms 2010 where the country of destination is inside the EU and will be supplied CIP port/airport country of destination Incoterms 2010 to all other countries of destination.

### 6. Cancellation and Rescheduling

Unless otherwise agreed in writing, any request by the Customer for cancellation of any order or for the rescheduling of any deliveries will only be considered by the Company if made at least 12 hours before despatch of the Products, and shall be subject to acceptance by the Company at the Company's sole discretion, and subject to a reasonable administration charge. The Customer hereby agrees to indemnify against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, (including the cost of labour and materials used and overheads incurred, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Company arising out of or in connection with the order and its cancellation or rescheduling.

### 7. Pricing

7.1 Catalogues, price lists and other advertising literature or material as used by the Company are intended only as an indication as to the price and range of the Products offered and no prices, descriptions or other particulars contained therein shall be binding on the Company.

7.2 The marketed and official real-time price of the Products on InTouch shall be confirmed using the InTouch "On-line Check" facility. All other listed prices on InTouch are shown on the understanding that they are a guideline only.

7.3 All prices are given by the Company at the time of the order on an EXW Incoterms 2010 basis and the Customer is liable to pay for the transport, packing and insurance costs.

7.4 All quoted or listed prices are based on the cost to the Company of supplying the Products to the Customer. While the Company tries to ensure that all prices are accurate, errors may occur, if prior to delivery of the Products, the Company discovers an error in the price of the Products ordered via InTouch or otherwise, or

the price changes as a result of circumstances beyond the Company's control, the Company may change the Product's price and such changes shall apply to any purchase order placed with the Company.

7.5 All prices are represented in Pounds Sterling or Euros and are exclusive of value added tax and/or any similar taxes. All such taxes are payable by the Customer and will be levied in accordance with UK legislation in force at the tax-point date.

#### 8. Payment Terms and Retention of Title

8.1 Invoices for Products shall be raised and dated by the Company on the date of despatch of the Products. Invoices for the Services shall be raised and dated by the Company after receipt by the Company of the Customer's purchase order or within the Company's sole discretion. Unless an alternative method of payment is advised by the Company to the Customer in writing, invoices will be payable by the Customer within 30 days from the date of invoice. The time of payment shall be the essence of the Contract. Payments which are not received in full by the due-date will be considered overdue and remain payable by the Customer together with the interest for late payment and reasonable debt recovery costs. The interest payment will be at a rate equivalent to that set for the purposes of s6 of the Late Payment of Commercial Debts (Interest) Act 1998, calculated on a daily basis from the date of invoice until payment; such interest to be compounded on the first day of each calendar month and payable both before and after any judgment (unless the court orders otherwise).

8.2 The Company reserves the right to charge a surcharge on credit card transactions (which may exceed the amount charged to the Company by the credit card companies) by way of a handling or processing charge.

8.3 The Customer must notify the Company in writing within 7 days of the date of invoice of any errors within the invoice. Failure will result in the Company assuming acceptance of the invoice in full.

8.4 The Customer's credit-limit may be withdrawn or amended without prior notice by the Company. If credit facilities are withdrawn all invoices shall become immediately payable by the Customer.

8.5 Should credit facilities be provided, the Customer undertakes to notify the Company without delay of any material change in its finances, structure, share ownership and/or value of assets which may affect the Customer's credit status. In addition to any remedy available at law, failure to report any

such changes may result in credit being withdrawn without prior notice.

8.6 The Customer does not have the right to set off any money claimable from the Company against any sums owing to the Company by the Customer this includes but is not limited to pass through manufacturer funding.

8.7 If Products are delivered in instalments the Company shall be entitled to invoice each instalment upon delivery thereof.

8.8 The Company will claim a lien on any Customer property in the Company's possession if the Customer is in debt to the Company.

8.9 Until the Customer pays all debts to the Company:

8.9.1 all Products that have been purchased by the Customer from the Company will remain the property of the Company;

8.9.2 all Products that have been purchased by the Customer from the Company must be stored so that they are clearly identifiable as the property of the Company; and

8.9.3 the Customer must properly protect and insure all such Products and store them separately to any and all other products.

8.10 The Customer shall have the right to sell the Products in the ordinary course of business unless, or until:

8.10.1 the Customer becomes or is deemed to be insolvent in accordance with clause 15.2 herein if the aforementioned circumstance occurs then the right to sell the Products will be revoked with immediate effect and without the Company being required to give notice to the Customer; or

8.10.2 the Company revokes the right to sell Products in the ordinary course of business by informing the Customer in writing (including via email or fax), which revocation shall have immediate effect.

8.11 If the Customer's right to use and sell the Products in the ordinary course of business ends, the Customer must permit the Company to reclaim the Products.

8.12 The Customer agrees to give the Company permission to enter any premises where the Products are stored:

8.12.1 at any time to inspect them; and

8.12.2 to remove them, using reasonable force if necessary, after the Customer's right to use or sell them has finished.

8.13 Despite the Company's retention of title to the Products, the Company reserves the right to take legal proceedings to recover the cost of Products supplied should the Customer not make full payment by the invoice due date.

8.14 The Customer is not entitled to pledge or in any way charge by way of security for any indebtedness any of the Products which remain

the property of the Company. Should the Customer do so, all monies owing by the Customer to the Company shall without prejudice to any other rights or remedies of the Company immediately become due and payable.

8.15 The Company reserves the right to stop supplying Products and Services (as applicable) to the Customer at any time.

## 9. Specification of Products

9.1 The Company will not be liable in respect of any loss or damage caused by or resulting from any variation for whatsoever reason in the manufacturer's specifications or technical data of the Products.

9.2 The Company will not be responsible for any loss or damage resulting from curtailment or cessation of supply of Products following any variation as described in clause 9.1 of this Contract.

9.3 The Company will use its reasonable endeavours to advise the Customer of any such impending variation as soon as it receives any such notice thereof from the manufacturer.

9.4 Unless otherwise agreed, the Products are supplied in accordance with the manufacturer's standard specifications as these may be improved, substituted or modified.

9.5 The Company reserves the right to increase its quoted or listed prices, or to charge accordingly in respect of any orders accepted for Products of non-standard specifications and in no circumstances will the Company consider cancellation of such orders or the return of such orders.

## 10. Intellectual Property

10.1 The Customer hereby acknowledges that any proprietary rights used on or in relation to the Products, InTouch or any Third Party Software supplied hereunder, including, but not limited to, any title or ownership rights, patent rights, copyrights and trade secret rights, shall at all times and for all purposes vest and remain vested in the Company or the Third Party Software owner.

10.2 The Customer hereby acknowledges that it is its sole responsibility to comply with any terms and conditions of licence attaching to Third Party Software supplied and delivered by the Company (including if so required the execution and return of a Third Party Software licence). The Customer is hereby notified that failure to comply with such terms and conditions could result in the Customer being refused a software licence or having the same revoked by the proprietary owner. The Customer further agrees to indemnify the Company in respect of any costs, charges or expenses incurred by the Company as the result of any breach by the Customer of such terms and conditions.

10.3 No title or ownership of software Products or any third party software licensed to the Customer under this Contract is transferred to the Customer under any circumstances.

## 11. Confidentiality

11.1 The Customer shall safeguard and (save as may be required by law) keep confidential all information entrusted to it by the Company which is not in the public domain and take all reasonable precautions to safeguard the Company's confidential information.

11.2 Only those members of staff who need to be aware of confidential information in order for the Customer to fulfil its obligations under this Contract shall be entitled to access to the confidential information.

11.3 All confidential information passed to the Customer by the Company shall remain the exclusive property of the Company and the Customer undertakes to return such information at the request of the Company or, at the latest, upon termination or expiration of this Contract.

11.4 The communication of any InTouch login credentials to third parties is prohibited and will result in immediate withdrawal of the use of InTouch and the possible instigation of further legal proceedings.

## 12. Returns

12.1 The Company reserves the right to levy an administration charge in respect of the rotation of Products and returns.

12.2 Returns must be made subject to the following:

12.2.1 prior authorisation having been obtained via the Company's after sales management tool or such other method as the Company may advise. Such prior authorisation shall be given at the Company's sole discretion;

12.2.2 the request for the return must be made within 14 days of the date of invoice

12.2.3 Products in issue must be returned within 7 days of the authority to return;

12.2.4 the Products must be properly packed;

12.2.5 the Products must be in a saleable condition;

12.2.6 the Products must be accompanied by a list of the Products; and

12.2.7 the Products must still be covered by warranty in accordance with clause 13 below.

12.3 The Company reserves the right to reject any Products which do not comply with the conditions set out in clause 12.2 of this Contract.

12.4 If the Company nevertheless agrees to accept any Products returned which are not in a saleable condition, the Company reserves the right to charge the cost to

the Customer of bringing the Products into a saleable condition.

### 13. Warranty

13.1 The Customer warrants that it will notify the Company if its VAT registration is amended in any way.

13.2 Subject to any Authorised Reseller Programmes, the Company warrants that it has good title to or licence to supply all Products to the Customer.

13.3 If any part of the hardware Products should prove defective in materials or workmanship under normal operation or service, such Products will be repaired or replaced only in accordance with any warranty cover or terms as provided by the manufacturer of the Products PROVIDED THAT no unauthorised modifications to the Product or to the system of which the Product forms part have taken place. The Company is not responsible for the cost of labour or other expenses incurred in repairing defective or non-conforming parts.

13.4 The Company reserves the right to test all Products returned as faulty and to return to the Customer (at the Customer's expense) any Products found not to be faulty. The Company also reserves the right to levy an additional reasonable charge to cover the cost of such testing.

13.5 Where the Company and/or manufacturer has expressed in writing that the Products qualify for an advance replacement under the terms of the Product warranty, such advance replacements shall be provided subject to:

13.5.1 compliance with any warranty terms as provided by the manufacturer of the Products; and

13.5.2 defective Products must still be covered by warranty in accordance with this clause 13; and

13.5.3 the defective Products must have been purchased from the Company; and

13.5.4 compliance with clauses 12.1, 12.2.1, 12.2.4, 12.2.6 and 12.2.7 above.

13.6 All software Products supplied hereunder are supplied "as is". The sole obligation of the Company in connection with the supply of software Products is to use all reasonable endeavours to obtain and supply a corrected version from the manufacturer concerned in the event that such software Product should fail to conform to product description PROVIDED ALWAYS THAT the Customer notifies the Company of any such non-conformity within 90 days of the date of delivery of the applicable software Product.

13.7 The Company cannot accept any liability in relation to any losses, costs or expenses which arise through any difficulty caused over date changes.

13.8 If the Products are rejected by the Customer as not being in accordance with the Customer's order pursuant to clause 13.3 or 13.6 of these terms and conditions, the Company will only accept the return of such Products as provided in clause 12 of these terms and conditions. The Company will not consider any claim for compensation, indemnity or refund under liability unless it has been established or agreed with the manufacturer and, where applicable, the insurance company.

13.9 The Company further warrants that the Managed Services shall be provided with reasonable skill and care.

13.10 Except as specifically set out in this clause 13, the Company disclaims and excludes all other warranties, whether express or implied, by statute or otherwise, including but not limited to the warranties of description, design, satisfactory quality and fitness for a particular purpose, or arising from any previous course of dealing, usage or trade practice.

### 14. Indemnities and Limits of Liability

14.1 This clause sets out the entire financial liability of the Company (including any liability for the acts or omissions of the Company's employees, agents and sub-contractors) to the Customer in respect of:

14.1.1 any breach of this Contract;

14.1.2 any use made or resale of the Products by the Customer, or of any product incorporating any of the Products; and

14.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Contract.

14.2 Nothing in this Contract shall limit or exclude the liability of either party for:

14.2.1 death or personal injury resulting from negligence; or

14.2.2 fraud or fraudulent misrepresentation; or

14.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979.

14.3 Without prejudice to clause 14.2, the Company shall not be liable to the Customer whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any:

14.3.1 loss of profit; or

14.3.2 loss of goodwill; or

14.3.3 loss of business; or

14.3.4 loss of business opportunity; or

14.3.5 loss of anticipated saving; or

14.3.6 loss or corruption of data or information; or  
14.3.7 special, indirect or consequential damage; or  
14.3.8 loss, additional payments, damage or inconvenience the Customer or any End- User may suffer arising from the suspension or termination of any Authorised Reseller Programme suffered by the Customer that arises under or in connection with this Contract.

14.4 Without prejudice to clause 14.2 the Company's total liability arising under or in connection with this Contract, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall be limited to £100,000.

14.5 The Customer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Company arising out of or in connection with any:

14.5.1 breach of the warranty OR warranties contained in this Contract;

14.5.2 Customer's breach or negligent performance or nonperformance of this Contract;

14.5.3 claim made against the Company by a third party arising out of or in connection with the provision of the Services OR the supply of the Products, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this contract by the Customer, its employees, agents or subcontractors;

14.5.4 claim made against the Company by a third party for death, personal injury or damage to property arising out of or in connection with defective Products, to the extent that the defect in the Products is attributable to the acts or omissions of the Customer, its employees, agents or subcontractors;

14.5.5 claims made against the Company by third parties which arises from any Company performance or non-performance pursuant to the instructions of the Customer or its authorised representative;

14.5.6 claim arising out of or in connection with any breach of clause 5.6 ;

14.5.7 N/A

14.5.8 any breach of clause 22 by the Customer (including any liability that the Customer has to the Company by virtue of the acts or omissions of any Associated Person under clause 22.3).

This indemnity shall apply whether or not the Company has been negligent or at fault.

## 15. Termination

15.1 The Company may terminate this Agreement at any time without any liability to the Customer.

15.2 This Contract may be terminated forthwith by notice in writing:

15.2.1 if either party fails to perform any of its obligations under this Contract and such failure continues for a period of 14 days after written notice thereof by the other party; or

15.2.2 by the Company if the Customer fails to pay any sums due hereunder by the due-date notwithstanding the provisions for late payment as stated in clause 8.1 of this Contract or if the Customer becomes insolvent or the Company deems it to be insolvent.

15.3 The Company will deem the Customer insolvent if:

15.3.1 the Customer is unable to pay debts as they fall due; or

15.3.2 the Customer or any item of the Customer's property becomes the subject of:

15.3.2.1 any formal insolvency procedure such as receivership, liquidation, administration, voluntary arrangements (including a moratorium) or bankruptcy; or

15.3.2.2 any application or proposal for any formal insolvency procedure; or

15.3.2.3 any application, procedure or proposal overseas with similar effect or purpose.

15.4 Any termination of the Contract under clause 15 of these terms and conditions shall be without prejudice to any other rights or remedies a party might be entitled to and shall not affect any accrued rights or liabilities of either party.

15.5 The confidentiality obligations under 11 shall survive termination of this Contract.

## 16. Third Party Providing the Service

16.1 Our Third Party Service Providers will provide the Services to the Customer and End User, as appropriate, and the Customer acknowledges that the Third Party Service Provider is a third party, which the Company does not control. The Company makes no representation, guarantee or warranty about the Third Party Service Provider's.

16.2 In the event that the Third Party Service Provider terminates any Authorised Reseller Programme with the Customer, the Company may terminate or temporarily suspend the provision of the Services and the Company will have no further obligation or liability to the

Customer or the End User in respect of the Service or the Contract. Any delay by the Company in suspending or terminating the provision of the Services shall not constitute a waiver under this provision.

#### 17. Insolvency of a Third Party Service Provider

17.1 If a Third Party Service Provider enters into any type of insolvency, administration, receivership, liquidation, creditor arrangement or becomes the subject of winding up proceedings ("Insolvency Event") the Company may terminate or temporarily suspend the provision of the Services.

17.2 If the Company suspends the provision of the Services it shall use reasonable endeavours to engage a new service provider on materially similar terms in a reasonable period. If required, the Customer agrees to pay an additional charge to the Company in respect of the new service provider's provision of the Services.

17.3 The Customer recognises that the Company will be an ordinary creditor of the Third Party Service Provider if an Insolvency Event occurs. The Company will use reasonable endeavours to obtain repayment of any fees paid by the Customer in respect of Services not yet performed by the Third Party Service Providers, but the Company shall not be liable to pay those fees to the Customer or End User if they are not repaid by the Third Party Service Provider or its liquidator.

17.4 Except where such liability may not be limited by law the Company shall not be held responsible for any loss, additional payments, damage or inconvenience the Customer or any End User may suffer from suspension or termination of the Services in accordance with this clause.

#### 18. Insolvency as a Force Majeure Event

18.1 The Company shall not be in breach of the Contract, nor liable for any failure or delay in performance of any obligations under the Contract (and, subject to clause 18.2, the time for performance of the obligations shall be extended accordingly) arising from or attributable acts, events, omissions or accidents beyond its reasonable control, including nonperformance by suppliers or Third Party Service Providers or Third Party Service Providers undergoing an Insolvency Event (other than by companies in the same group as the party seeking to rely on this clause).

18.2 If an event envisaged by clause 18.1 prevails for a continuous period of more than one month, the Company may terminate the Services or the Contract by giving 14 days' written notice to the Customer. On the expiry of

this notice period, this Service or Contract shall terminate. Following termination, the Company will have no further obligation or liability to the Customer or the End User in respect of the Service or the Contract.

#### 19. Export and/or Re-Export Limitation

19.1 The Customer acknowledges and agrees that the hardware and software Products, and technology subject to this Contract, are subject to the export control laws and regulations of the United States, EU and National legislation. The Customer will comply with all these laws and regulations. This includes but is not limited to the Export Administration Regulations ("EAR"), and sanctions regimes of the U.S. Department of Treasury, Office of Foreign Asset Controls. The Customer will comply with all these laws and regulations.

19.2 The Customer shall not, without prior appropriate government authorisation, export, re-export, or transfer any hardware or software Products, or technology subject to this Contract, either directly or indirectly, to any country subject to a U.S. trade embargo or to any resident or national of any such country, or to any person or entity listed on the "Entity List" or "Denied Persons List" maintained by the U.S. Department of Commerce or the list of "Specifically Designated Nationals and Blocked Persons" maintained by the U.S. Department of Treasury or any other comparable European or local regulation.

19.3 In addition, any hardware or software Products, or technology subject to this Contract may not be exported, re-exported, or transferred to an enduser engaged in activities related to weapons of mass destruction. Such activities include but are not necessarily limited to activities related to: (1) the design, development, production, or use of nuclear materials, nuclear facilities, or nuclear weapons; (2) the design, development, production, or use of missiles or support of missiles projects; and (3) the design, development, production, or use of chemical or biological weapons.

#### 20. Data Protection

20.1 The parties are committed to respecting the privacy rights of individuals. To the extent that a party collects and transfers to the other party any personal data, the receiving party will comply with relevant laws and regulations related to this collection and transfer and agrees also to comply with relevant laws and regulations related to the storage, maintenance and processing of such personal data.

20.2 Customer acknowledges that it has read and understood the Company's Privacy Statement and agrees

at all times to comply with the Company's Privacy Statement.

20.3 For the purpose of verifying the Customer's financial standing the Company reserves the right to obtain information on the Customer's creditworthiness from credit agencies or credit insurers and to report data to them. The Customer expressly consents and agrees that the Company may make such enquiries and searches and obtain such references as it considers necessary from credit reference agency or credit insurer (which will keep a record of any search made) and may disclose the results of those enquiries, searches and references and any information given by the Customer to any credit reference agency or to any other company in any corporate group of which it is a member.

## 21. Projects

21.1 The Company may grant special bids and/or, special prices and/or special conditions for the execution of Projects subject to the permission of the respective manufacturer and the delivery to the qualifying End User named in the offer.

21.2 The Customer undertakes to:

21.2.1 comply with any terms advised by the Company; and

21.2.2 comply with the respective manufacturer terms, and  
21.2.3 to hold ready all end user proofs of delivery such as delivery notes and invoices (blackening of irrelevant data is permitted for data protection compliance purposes) for the previous twelve months and to provide them on request to the Company and/or the manufacturer; and  
21.2.4 sell the Products only to the qualifying End User.

21.3 In the event of refusal of the permission by the manufacturer or noncompliance with any or all of the terms of clause

21.4, the Company reserves the right to invoice the Customer for the difference between the approved special price and the regular purchase price of the Products. Such an invoice will become payable immediately.

## 22. Anti-Bribery

22.1 The Customer acknowledges and agrees that the Company will not tolerate bribery in any form in connection with the conduct of its business.

22.2 The Customer shall:

22.2.1 comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption ("Antibribery Laws"), including without limitation the Bribery Act;

22.2.2 not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom;

22.2.3 comply with the Company's anti-bribery policy as provided by the Company to the Customer from time to time and any relevant industry codes in each case as updated by the Company or the relevant industry body from time to time ("Anti-bribery Policies");

22.2.4 not do, or omit to do, any act that will cause the Company to be in breach of the Anti-bribery Laws or the Anti-bribery Policies;

22.2.5 promptly report to the Company 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;

22.2.6 maintain throughout the term of this Agreement its own antibribery policies and procedures including without limitation adequate procedures to ensure compliance with the Anti-Bribery Laws, the Anti-bribery Policies and this clause 22.

22.2.7 shall provide a copy of such policies and procedures to the Company on request, and shall enforce such policies and procedures where appropriate; and

22.2.8 within 7 days of receipt of a request from the Company, certify to the Company in writing its compliance with this clause 22.

22.3 In the event that the Customer sub-contracts the provision of any element of this Contract to any person, or receives any services in connection with its performance of this Contract from any person, (each such person being an "Associate Person"), it shall impose upon such Associated Person anti-bribery obligations that are no less onerous than those imposed upon the Customer in this clause 22. The Customer shall be liable to the Company for the acts and omissions of each Associated Person in relation to compliance with such anti-bribery obligations (or, where the Customer has failed to impose such obligations, the obligations that the Associated Person would be under if the Customer had complied with the obligation under this clause) as if such acts or omissions were those of the Customer itself.

22.4 Breach of this clause 22 shall be deemed a material breach of this Contract.

22.5 For the purpose of this clause 22, 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.

### 23. Contract

23.1 The headings in this Contract are for ease of reference only and shall not affect its interpretation or construction.

23.2 No forbearance, delay or indulgence by either party in enforcing its respective rights shall prejudice or restrict the rights of that party and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or any later breach.

23.3 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to this subject matter.

23.4 Each party acknowledges that in entering into this Contract it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Contract.

23.5 The Customer agrees not to assign any of its contractual rights herein without the prior written consent of the Company.

23.6 If any of these terms of this Contract are unenforceable as drafted it will not affect the enforceability of the other terms and if it would be enforceable if amended, it will be treated as so amended.

23.7 Neither party shall be liable to the other for any delay in or failure to perform its obligations hereunder (other than a payment of money) where such delay or failure results from force majeure including any act of God, fire, terrorism, explosion, accident, industrial dispute or any cause beyond its reasonable control.

23.8 Any documents or notices given hereunder by either party must be in writing and may be delivered personally or by first-class post or by fax to the other's registered address or principle place of business. The notice period for posted documents will be deemed to have been given 2 working days after the date of posting. All such notices must be signed.

23.9 This Contract shall be construed in accordance with the laws of England and Wales and the jurisdiction of which shall be the courts of England and Wales.

23.10 No contract will create any right enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not identified as the Company or the Customer.

23.11 Customer agrees that it will not use the Products for its own purposes and shall only purchase Products from the Company that it will

sell on as a reseller. Customer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, (including the cost of labour and materials used and overheads incurred, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Company arising out of or in connection with any loss suffered by the Company as a result of Customer's failure to comply with this clause.

23.12 Customer hereby confirms that they understand and accept that telephone calls to and from the Company may be recorded.

23.13 Where Customer requests a credit account Customer accepts and acknowledges that the granting of interest free credit by Company is of commercial value to the Customer and that this credit is subject to compliance with the above terms the terms of this Contract.