

CENTERPRISE INTERNATIONAL LIMITED TERMS AND CONDITIONS OF SALE

These terms and conditions (“Terms”) are the terms and conditions of sale of Centerprise International Limited (Company Number 1738519) (“CIL”), a company carrying on business, and whose registered office is, at Hampshire International Business Park, Lime Tree Way, Chineham, Basingstoke, Hampshire RG24 8GQ.

1 Definitions

- 1.1 “Contract” means a contract entered into in accordance with clause 2 and which shall incorporate the Customer’s order, CIL’s order acknowledgement, these Terms and any documents referred to in them.
- 1.2 “Customer” means the business purchasing goods or services.
- 1.3 “Products” means the goods (including but not limited to computer hardware and software) or and the services to be provided by CIL to the Customer in accordance with these Terms.
- 1.4 “Third Party Software” means all software owned by or licensed to the Customer from a Third Party Owner (whether or not supplied by CIL) and which comprises part of the Products.

2 Order Acceptance

- 2.1 Orders may be placed with CIL by telephone, email, post or Electronic Data Interchange. All orders for Products shall constitute an offer by the Customer to CIL. CIL will be under no liability under any order placed by the Customer (whether in response to a quotation from CIL or otherwise) unless and until CIL issues an order acknowledgement to the Customer.
- 2.2 CIL is entitled to assume that anyone with apparent authority is indeed authorised to bind Customer
- 2.3 All orders are accepted, and all Products are supplied, subject to these Terms.
- 2.4 It is agreed that these Terms prevail over the Customer’s terms and conditions of purchase.
- 2.5 The Contract contains the entire agreement between the parties in relation to its subject matter and supersedes any prior agreement relating to the whether written or oral.
- 2.6 No amendment to these Terms will be valid unless expressly confirmed in writing by CIL’s authorised representative.
- 2.7 No order, once accepted by CIL, may be cancelled or varied except with CIL’s prior written consent.
- 2.8 Subject to completion of a credit application, credit accounts are available at the sole discretion of CIL and can be withdrawn at any time without notice. Cash may be required with the first order depending on the value of the order and the Customer’s insured credit limit.

3 Price

- 3.1 Catalogues, price lists and other advertising literature or material as produced by CIL are intended as an indication of price and range of goods and no prices, descriptions or other particulars contained therein shall be binding on CIL. However any specifications in any order accepted by CIL shall form part of the Contact.

- 3.2 All prices given by CIL at the time of order on an ex-works basis (from CIL's premises or the manufacturer's premises where Products are to be shipped direct) and the Customer is liable to pay for transport, packing and insurance.
- 3.3 All quoted or listed prices are based on the cost to CIL of supplying the Products to the Customer. If, prior to the date of delivery:
- 3.3.1 the manufacturer increases the cost of the Products; or
- 3.3.2 where the Customer is buying in a foreign currency, the value of sterling falls against such foreign currency,
- CIL may, at its discretion, pass on such additional cost to the Customer providing it consults with the Customer before doing so.
- 3.4 All prices are exclusive of Value Added Tax and any similar taxes. All such taxes are payable by the Customer and will be applied in accordance with UK legislation in force at the tax point date.

4 Payment and Title

- 4.1 Invoices will be dated by CIL on the date of despatch of the Products. Invoices are payable by the Customer within 30 days from the date of the invoice. Payment not received when payable will be considered overdue and will be subject to interest from the date payable at the rate of 4% per annum above the base rate for the time being of HSBC Bank Plc. Such interest shall accrue on a daily basis and be payable on demand after as well as before Judgement.
- 4.2 Ownership of the Products shall only pass to the Customer when all prices, taxes and charges due in respect of the Products and any other Products previously supplied to the Customer have been paid.
- 4.3 Until ownership of the Products passes to the Customer, the Customer shall:
- (a) hold the Products on CIL's behalf;
- (b) maintain them in satisfactory condition;
- (c) store them separately from all other goods in its possession and marked in such a way that they are clearly identified as CIL's property;
- (d) insure them against "all risks" to their full price; and
- (e) be entitled to re-sell or use the Products in the ordinary course of its business.
- 4.4 Until such time as the property in the Products passes to the Customer (and provided the Products are still in existence and have not been resold) CIL shall be entitled at any time to require the Customer to deliver up the Products to CIL and, if the Customer fails to do so forthwith, the Customer hereby agrees that CIL may enter upon any premises of the Customer or any Third Party where the Products are stored and repossess the Products.
- 4.5 Any power of sale or right to use such Products which the Customer might have shall immediately cease if any of the events described in clauses 11.2(c) to 11.2(h) occur in relation to the Customer and from such time the Customer shall hold the Products to the order of CIL.
- 4.6 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Products which remain the property of CIL, but if the

Customer does so, all moneys owing by the Customer to CIL shall (without prejudice to any other right or remedy of CIL) forthwith become due and payable.

- 4.7 CIL shall not be obliged to continue to sell Products to the Customer. In the case of a Contract under which the Products delivered in instalments or batches CIL shall be entitled to withhold delivery of any instalment or batch in the event that the Customer is in breach of any of its obligations to CIL under these Terms including, but not limited to, any period when payment is overdue. At any time during such period CIL may rescind any Contract it has with the Customer.
- 4.8 CIL reserves the right to withdraw any credit facility so as to render the whole of the Customer's account due for payment forthwith.

5 Delivery & Risk

- 5.1 Unless otherwise agreed by the parties in writing, the Products shall be treated as delivered to the Customer when they are ready for collection from the delivery point agreed in writing by the parties (CIL's premises or the manufacturer's premises where Products are to be shipped direct).
- 5.2 The Products will be accompanied by a delivery note.
- 5.3 Delivery of the Products may be made in instalments or batches.
- 5.4 Any time quoted for delivery is to be treated as an estimate only and the time for delivery shall not be of the essence of the Contract. Delivery may be postponed because of conditions beyond CIL's reasonable control.
- 5.5 In no event shall CIL be liable for any damages or any penalty for delay in despatch or delivery.
- 5.6 Any request by the Customer to reschedule any delivery will only be considered by CIL if made at least 24 hours before the despatch of the Products is due and shall be subject to acceptance by CIL at CIL's sole discretion, and subject to a reasonable administration charge therefore by CIL. The Customer hereby agrees to indemnify CIL against all loss, costs (including the costs of labour and materials used and overheads incurred), damages, charges and expenses arising out of the re-scheduling of the order.
- 5.7 Risk shall pass to the Customer at the time the Products are delivered by CIL at which point the Customer shall become responsible for insuring them.
- 5.8 If Products (including part of any batch of Products) have not been received, the Customer must notify CIL within 7 days of the date of the invoice. If proof of collection from the delivery point is required (or, if the parties agree that delivery should be made to the Customer's premises), this must be requested in writing within 14 days of the date of CIL's invoice.
- 5.9 If the Customer fails to take delivery of the Products or any part of them when delivery is tendered by CIL or its duly appointed agents, CIL shall be entitled to store or arrange for storage of the Products and delivery shall be deemed to have taken place, risk in the Products shall pass to the Customer and the Customer shall pay to CIL all costs and expenses including storage and insurance charges arising from its failure.

6 Product Specifications

- 6.1 CIL will not be liable for any loss or damage caused by or resulting from any variation for whatsoever reason in the manufacturer's specification or technical data and will not be responsible for any loss or damage resulting from curtailment or cessation of supply following such variation. CIL will use its reasonable endeavours to advise the customer of any such impending variation as soon as it receives any notice thereof from the manufacturer.

- 6.2 Unless otherwise agreed, the Products are supplied in accordance with the manufacturer's standard specifications as these may be improved, substituted or modified. CIL reserves the right to increase its quoted or listed price, and to charge accordingly in respect of any orders accepted for Products of non-standard specifications.

7 Proprietary Rights in Software

- 7.1 No title or ownership of software Products or any third party software licensed to the Customer under these Terms is transferred to the Customer under any circumstances.
- 7.2 Each party acknowledges, agrees and understands that neither party is responsible for the compliance by any end user ("End User") with any terms and conditions of licence attaching to Third Party Software but the Customer acknowledges that failure of an End User 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.

8 Defects on Delivery

If any Products are found to be damaged or defective on delivery the Customer shall notify CIL in writing within 3 working days of delivery of any such damage or defect and shall retain the Products and their packaging at the Customer's risk until inspected by CIL or its agent. Failure by the Customer to notify CIL within such period of any damage or defect shall be deemed to be a waiver of the Customer's rights against CIL in respect of the Products.

9 Warranties by CIL

- 9.1 CIL warrants that it has good title or licence to supply all Products to the Customer.
- 9.2 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 the terms of any applicable manufacturer's warranty PROVIDED THAT:
- (a) the Products are only used with equipment which CIL has confirmed in writing to be compatible with the Products;
 - (b) no unauthorised modifications to the Products or to the system of which the Product forms part have taken place; and
 - (c) the defect is not attributable to any cause other than ordinary use including without limitation, accident, hazard, misuse or failure or fluctuation of electric power, air conditioning, humidity control or other environmental conditions. Where the defect is attributable to any such cause, the Customer shall be responsible for the cost of labour or other expenses incurred in repairing the defect.
- 9.3 All software Products supplied hereunder are supplied "as is" and the sole obligation of CIL 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 any such Product should fail to conform to its description PROVIDED ALWAYS THAT the Customer notifies CIL of any such non-conformity within 90 days of the date of the invoice of the applicable software Products.
- 9.4 If the Products are defective or non-conforming as contemplated by clause 9.2 or clause 9.3, CIL will only accept them for return if:
- (a) the Customer gives written notice of the defect or non-conformity (including full details of it);

- (b) CIL agrees to accept them for return and issues a return authorisation notice; and
- (c) the Products are returned intact together with all documentation and accessories and properly packaged.

9.5 CIL will examine the returned Products and, where a valid claim has been established or agreed with the manufacturer (and, where applicable, the insurance company), CIL will provide a refund or credit note against the price of the relevant Products. CIL will not consider any claim for any other compensation, or indemnity. Under no circumstances shall the price of invoiced Products be deducted or set off by the Customer until CIL has issued a credit note.

9.6 Except as specifically set out in this clause 9, CIL disclaims and excludes all other warranties whether express or implied by statute or otherwise including but not limited to the warranties of description, design, merchantability/satisfactory quality and fitness for a particular purpose or arising from any previous course of dealing usage or trade practice.

10 Customer's Obligations

10.1 The Customer shall, at its own expense and within a reasonable time to enable the CIL to perform the Contract, provide such specifications, information or other items whatsoever including designs, site conditions and instructions, including by completing any questionnaires as are required by the Company to enable it to provide the Products.

10.2 The Customer must ensure that the terms of its order and any applicable specifications, information or other items provided by it are complete and accurate. CIL shall not be obliged to verify whether any such orders, specifications, information or other items are correct or accurate and CIL shall not be in any way liable to the Customer for any Products being delivered in conformity with any incomplete or inaccurate term or specification.

10.3 The Customer warrants that the CIL's use of the Customer's specification shall not cause CIL to infringe any third party intellectual property. The Customer shall indemnify CIL against all loss, damages, costs and expenses awarded against, or incurred by, it as a result of any breach of the warranty in this clause 10.

10.4 Where CIL is to provide Services at the Customer's premises or at other premises at the direction of the Customer, then the Customer:

- (a) shall provide CIL's personnel with access to such premises at all reasonable times to enable CIL to provide the Services;
- (b) will provide, without charge, suitable office accommodation, office services and facilities as CIL's personnel reasonably require to perform the Services; and
- (c) warrants to CIL that such premises are a reasonably safe and secure environment within which CIL's personnel may perform the Services.

10.5 Not used.

10.6 The Customer will cooperate with CIL so as to ensure the timely provision of all the Services.

10.7 Not used.

10.8 Not used.

11 Term and Termination

- 11.1 The Contract shall commence on the date on which CIL's order acknowledgement is issued in accordance with clause 2.1 and shall continue until performed or, where applicable, terminated by either party giving notice in accordance with the terms of the Contract.
- 11.2 Without prejudice to any other rights to which it may be entitled under the Contract, either party may give notice in writing to the other terminating the Contract with immediate effect if:
- (a) the Customer fails to make payment on time in accordance with clause 4.1;
 - (b) the other party commits a material breach of any of the terms of the Contract and (if such breach is capable of remedy) fails to remedy that breach to the reasonable satisfaction of the other within 30 days of being notified of the breach;
 - (c) an order is made or a resolution is passed for the liquidation, winding up or dissolution of the other party (otherwise than for the purpose of reconstruction or amalgamation);
 - (d) an encumbrancer takes possession or a receiver is appointed over any of the property or assets of the other party;
 - (e) the other party makes any voluntary (or similar) arrangement with its creditors;
 - (f) an administrator is appointed over the other party;
 - (g) the other party otherwise becomes subject to the insolvency laws in any jurisdiction; or
 - (h) the other party ceases, or threatens to cease to carry on business.
- 11.3 If CIL terminates the Contract in accordance with clause 11.2:
- (a) CIL shall suspend any further deliveries without liability to the Customer;
 - (b) the Customer shall immediately pay all CIL's outstanding unpaid invoices and interest where applicable; and
 - (c) if any Goods have been delivered or if Services have been provided but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
- 11.4 The accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination of the Contract shall not be affected, including the right to claim damages in respect of any breach which existed at or before the date of expiry or termination.
- 11.5 Clauses of these Terms which expressly or by implication have effect after expiry or termination shall continue in full force and effect.

12 Limits of Liability

- 12.1 Nothing in these Terms shall exclude or limit's CIL's liability for:
- (a) death or personal injury resulting from negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979.
- 12.2 CIL's liability for damage to tangible property caused solely by defects in any of the Products or the negligence of CIL or its assigned employees acting within the course

of their employment and the scope of their authority shall be limited to £1,000,000 (one million pounds sterling).

- 12.3 Subject to clause 12.1 and clause 12.4, the total liability of CIL under or in connection with the Contract shall be limited 150% of the Contract price, up to a maximum of £1,000,000 (one million pounds sterling), for any one event or series of connected events
- 12.4 Except as stated in clause 12.1, CIL 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:
- (a) loss of profit;
 - (b) loss of goodwill;
 - (c) loss of business;
 - (d) loss of business opportunity;
 - (e) loss of anticipated saving;
 - (f) loss or corruption of data or information; or
 - (g) special, indirect or consequential damage.

13 Confidential Information

- 13.1 Each party ("Disclosing Party") may from time to time disclose to the other party ("Receiving Party") (or the Receiving Party may otherwise receive in the course of performing the Contract) certain information (whether in oral, written or electronic form) regarding the business of the Disclosing Party, including technical, commercial, marketing, financial, employee, planning and other confidential or proprietary information or know-how ("Confidential Information"). Any information that is marked as confidential or proprietary, or that the Receiving Party knew or should have known, under the circumstances, was considered confidential or proprietary by the Disclosing Party will be considered Confidential Information of the Disclosing Party. All of the Customer's materials and data will be considered Confidential Information of the Customer.
- 13.2 The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by these terms and conditions. The Receiving Party will only disclose the Confidential Information of the Disclosing Party to those employees or contractors of the Receiving Party who have a need to know such Confidential Information for purposes of the Contract and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorised use, access or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.
- 13.3 Notwithstanding anything to the contrary, Confidential Information will not include, and the Receiving Party will have no obligations under this clause 13 with respect to, any information that:
- (a) was already known to the Receiving Party at the time of disclosure by the Disclosing Party;
 - (b) was disclosed to the Receiving Party by a third party who, to the Receiving Party's knowledge had the right to make such disclosure without any confidentiality restrictions;

- (c) is, or through no fault of the Receiving Party has become, generally available to the public; or
- (d) was independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information.

In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights under these terms and conditions in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body, provided that if lawful the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and co-operates with the Disclosing Party, at the Disclosing Party's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

14 Data Protection

It is not anticipated that, in the course of providing the Services, CIL will perform any activity which amounts to data processing. However if the Customer requires CIL to undertake data processing activities the Customer shall be the data controller and the CIL shall be the data processor and the parties shall enter into a data processing agreement in accordance with the requirements of article 28 of the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 or any replacement legislation applicable in England and Wales from time to time.

15 Compliance with Laws

CIL shall comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply from time to time to the performance of its obligations under the Contract, including those relating to:

- 15.1 health and safety (including CE marking) and environmental protection; and
- 15.2 anti-bribery/anti-corruption and anti-slavery/human trafficking. CIL has in place its own policies and procedures to ensure compliance with the Bribery Act 2010 and the Modern Slavery Act 2015, and copies of these are available on request.

16 Export Controls

Regardless of any disclosure made by the Customer to CIL of an ultimate destination for the Products the Customer shall not export or re-export any Products without first obtaining all such written consents or authorities as may be required by any applicable Government regulations.

17 Employees and Staff

Each party agrees that, during the term of the Contract and for a period of 6 months from the date of its expiry or termination, it will not, whether directly or indirectly, approach or attempt to approach any employee or other staff member of the other party who has been materially involved with the performance of the Contract ("Employee") with a view to employing or engaging the Employee, whether on a fixed term, temporary or permanent basis. A party shall not be in breach of this clause 17 as a result of running a national advertising campaign open to all comers and not specifically targeted at any of the staff or the customers of the other party.

18 Relationship of the Parties

The relationship between CIL and the Customer is that of independent contractor. Neither party is the agent of the other and neither party has any authority to make any contact or make any obligation expressly or impliedly in the name of the other party.

19 General

- 19.1 The headings in these Terms are for ease of reference only and shall not affect the interpretation or construction.
- 19.2 No forbearance delay or indulgence by CIL in enforcing its respective rights shall prejudice or restrict its rights and no waiver of any such rights or of any such breach of any contractual terms shall be deemed to be a waiver of any other or any later breach.
- 19.3 The Customer agrees not to assign any of its rights herein without the prior written consent of CIL.
- 19.4 These Terms shall not be enforceable by a person who is not a party to them under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 19.5 In the event of any of these Terms or any part of any of them being judged illegal or unenforceable for any reason, that provision or part eliminated to the minimum extent necessary so the remained of these Terms shall otherwise remain in full force and effect and enforceable.
- 19.6 Neither party shall be liable to the other for any delay in or failure to perform its obligations hereunder (other than payment of money) where such delay or failure results from force majeure, act of God, fire, explosion, accident, industrial dispute or any other cause beyond its reasonable control. If the force majeure event continues for more than 60 days the party not affected by it may terminate the Contract with immediate effect by giving written notice to the other party.
- 19.7 Any notices to be given under these Terms must be in writing, addressed to the other party at its principal place of business, and may be delivered personally or by recorded delivery, first class post or email (provided the email is supported by a valid server delivery receipt). In the case of first class post, the notice will be deemed to have been given two working days after the date of posting; in the case of email, the notice will be deemed to have been given the next working day after sending. Legal proceedings may not be served by email.
- 19.8 These Terms shall be governed and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English Courts.