



CATALOGUE OF TERMS AND CONDITIONS OF SALE

INTRODUCTION

This catalogue sets out the General Terms and Conditions that apply to all sales and purchases and the Special Terms and Conditions which apply according to the nature of the deliverable's upon which the Seller sells products and hardware on Marketplace. The contents of the catalogue may vary from time to time and any amendments will be notified to the Buyer. In the event of a conflict, The Special Terms and Conditions take priority over the General Terms and Conditions.

The structure of the catalogue is as follows:

Section 1 General Definitions and Interpretation

Section 2 General Terms and Conditions

Section 3 Special Terms and Conditions

 Appendix 1 Hardware

 Appendix 2 Products

SECTION 1 DEFINITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Save where the context otherwise requires, where used in this document (**Catalogue of Terms and Conditions of Sale**), the following words and phrases shall have the meanings assigned to them below:

“Applicable Laws”	all laws, legislation and government regulations applicable to a Party’s rights and obligations set out in the Contract from time to time;
“Buyer”	the Party or its Group Member placing a Purchase Order;
“Confidential Information”	<p>all information, disclosed by the Disclosing Party, or its employees, officers, advisers, agents, or representatives, pursuant to the Contract, including but not limited to, financial, business, technical or other data and all other confidential information (whether written, oral, visual or in electronic form or in magnetic or other media):</p> <ul style="list-style-type: none">(a) concerning the business and affairs of the Disclosing Party including their respective subcontractors, suppliers, customers, or other contacts (as applicable) that the other Receiving Party obtains, receives; or,(b) to which it has access as a result of any discussions or dealings or which is learned by the Receiving Party through observations made during visits to any premises of the Disclosing Party; or(c) which arises out of the performance of any Professional Services.
“Contract”	the contract formed between the Buyer and the Seller, pursuant to Condition 2.1;
“Deliverables”	the materials, hardware, products, software and/or services to be bought by the Buyer and sold by the Seller under the terms of a Contract;
“Delivery Date”	the estimated date or estimated dates as may be specified for the delivery of the Deliverables as set out in Marketplace;
“Disclosing Party”	a Party to a Contract, that discloses or makes available Confidential Information directly or indirectly, under or in connection with the Contract;
“Delivery Duty Paid (D.D.P)”	<p>in accordance with the Incoterms 2020:</p> <ul style="list-style-type: none">a. the Seller shall deliver the Goods to Buyer cleared for import,b. risk in the Goods shall pass to Buyer upon delivery of Goods to the destination specified in the Purchase Order;c. Seller shall bear all costs, including but not limited to freight, shipping, duties and taxes required to deliver the Goods;

- d. Seller is liable for any loss or damage due to Seller's failure to preserve, package, handle or pack Goods; and
- e. Seller is responsible for insuring all Goods until risk in loss passes to Buyer or its customers;

"Force Majeure Event"	any circumstance or event which is beyond a Party's reasonable control and which prevents that Party from performing its obligations under the Contract in whole or part including but not limited to; acts of God, fire, flood or earthquake, war, civil commotion, epidemic/pandemic, government action, regulations, guidelines, terrorist attack (or threat of terrorism), computer or network failure or malfunction, strikes or industrial action other than by that Party's employees
"Group Member"	with respect to the relevant Party, any company which is a subsidiary or holding company of such Party or a subsidiary of its holding company;
"Hardware"	computer and telecommunications equipment and all cabling and peripherals associated with such equipment;
"Intellectual Property Rights" or "IPR"	(a) patents, designs and trade marks (whether registered or unregistered), copyright, database rights and know how; (b) all other intellectual property rights and similar or equivalent rights anywhere in the world which currently exist or are recognised in the future; and (c) applications, extensions and renewals in relation to the rights at (a) and (b);
"Maintenance and Support Services" or "MSS"	means maintenance and/or support services provided by the licensor or Third Party Vendor for the software, Cloud Service and/or hardware purchased by the Buyer;
"Marketplace"	means the buying channel and demand capture, via a digital catalogue and sourcing desk operated by Vodafone Procurement Company S.à.r.l, to enable the procurement of third party products/services for a defined scope of categories;
"Party"	the Seller or Buyer individually, and both are referred to as "Parties" ;
"Products"	Deliverables that are goods or physical products;
"Purchase Order" or "PO" or "Order"	an order is placed for the purchase of Deliverables on Marketplace;
"Receiving Party"	a Party that receives or obtains Confidential Information, directly or indirectly, under or in connection with the Contract;
"Seller"	the Party or its Group Member providing the Quotation;
"Third Party Vendor" or "TPV"	the party with whom the Seller contracts for supply of the Deliverable to the Buyer;
"Warranty Period"	means the warranty for Deliverables as provided by the TPV;
"Working Day"	means the hours between 9:00am to 5:00pm in a day other than a Saturday, Sunday or a public holiday in the United Kingdom.

- 1.2 In this Catalogue of Terms and Conditions the following rules of interpretation shall apply.
- 1.3 Condition, Appendix and Paragraph headings shall not affect the interpretation of a Contract;
- 1.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Subsidiary and holding company shall have the meanings given to them by s.1159 of the Companies Act 2006.
- 1.7 Unless the context otherwise requires:
 - 1.7.1 words in the singular shall include the plural and in the plural include the singular;
 - 1.7.2 a reference to one gender shall include a reference to the other genders.
- 1.8 Reference to:
 - 1.8.1 a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
 - 1.8.2 writing or written includes e-mail;
- 1.9 Conditions and Paragraphs are to the Conditions of the General Terms and Conditions of Sale and to Paragraphs of the applicable Appendix;
- 1.10 By placing the Order, the Buyer agrees to be bound by these General Terms and Conditions of Sale and Special Terms and Conditions.

SECTION 2

GENERAL TERMS AND CONDITIONS

1. INTERPRETATION, INCORPORATION OF TERMS AND ORDER OF PRECEDENCE

1.1 The Appendices apply depending upon the type of Deliverable as follows:

1.1.1 Appendix 1: Hardware;

1.1.2 Appendix 2: Product.

1.2 If there is any ambiguity, discrepancy, inconsistency or divergence arises between Marketplace or these terms, the terms on Marketplace shall take precedence.

2. THE CONTRACT

2.1 The agreement between the Buyer and the Seller for the purchase and sale of the Deliverables is formed once the Buyer has paid for the Deliverables in full after placing an Order on Marketplace.

2.2 The Seller may incorporate any additional terms on Marketplace. Such terms will be deemed accepted by the Buyer upon placing an Order on Marketplace.

2.3 The Seller shall sell, and the Buyer shall buy the Deliverables in accordance with the Contract.

2.4 Unless agreed otherwise between Parties, the Buyer will be responsible for import clearance, including paying all applicable local duties and taxes.

2.5 The Deliverables shall be delivered in accordance with the Delivery Date or if there is no date specified, delivery of the Deliverables shall be within a reasonable.

2.6 Time for delivery of the Deliverables shall not be of the essence under the Contract.

2.7 The Buyer shall take all reasonable steps to allow for delivery of the Deliverables.

3. CANCELLATION

3.1 All Purchase Orders placed by the Buyer are non-cancellable, unless otherwise permitted by the Third Party Vendor.

3.2 Where an Order cannot be fulfilled by the Third Party Vendor, the Seller reserves the right to cancel the Order and shall refund the charges paid by the Buyer under a cancelled Order.

4. PRICE AND PAYMENT

4.1 The price of the Deliverables shall be set out on Marketplace and payable by credit card at the point of checkout by the Buyer, all charges are inclusive of VAT.

4.2 Seller shall not be liable for any VAT, costs, penalties, interest or other charges arising from any incorrect VAT treatment by the Buyer.

5. DELIVERY

5.1 The Seller shall deliver the quantity stated on Marketplace and time of delivery shall not be of the essence.

5.2 Unless expressly stated otherwise, Products and Hardware are supplied D.D.P.

6. RISK AND TITLE

- 6.1 Risk and title in the Deliverables shall pass on delivery.
- 6.2 All Deliverables rejected or returned for any reason shall be at the risk and expense of the Buyer during transit back.

7. DELIVERABLE WARRANTIES

- 7.1 Buyer warrants and represents that it is not a consumer and acknowledges that the Deliverables being purchased are for business use only.
- 7.2 The Seller shall pass on to the Buyer the benefit of the warranties and guarantees given with the Deliverables by the Third Party Vendor and/or the manufacturer
- 7.3 The Seller does not warrant that the Deliverables will be fit for any particular purpose.
- 7.4 If, during the Warranty Period the Deliverables do not comply with the warranties in Condition 7.1, then without prejudice to any other rights and remedies of the Buyer arising under the Contract, the Seller shall, at its discretion, either (i) promptly remedy the breach at the Seller's own cost; (ii) replace or re-perform the Deliverables to comply with the Contract; or (iii) provide a refund to the Buyer for the price of the non-compliant Deliverables.

8. CONFIDENTIALITY

- 8.1 The Receiving Party shall:
 - 8.1.1 protect the Confidential Information of the Disclosing Party and, in doing so, must use no less than the equivalent degree of care that the Receiving Party applies to its own Confidential Information which shall in no case be less than a reasonable standard of care;
 - 8.1.2 have internal systems to ensure that Confidential Information is stored and handled in such a way as to prevent unauthorised disclosure;
 - 8.1.3 procure that its personnel and any third parties do not; disseminate, copy, employ, exploit, adapt, modify or in any other manner whatsoever utilise the Confidential Information other than strictly for the provision of the Deliverables. For the avoidance of doubt, the Receiving Party shall be liable for all acts and/or omissions of their personnel and any third parties.
- 8.2 The obligations contained in Conditions 8.1.1 to 8.1.3 (Confidentiality) shall not apply to any Confidential Information which:
 - 8.2.1 is lawfully in the possession of the Receiving Party prior to receipt from the Disclosing Party, as reasonably evidenced in writing;
 - 8.2.2 is or becomes publicly known, other than as a consequence of a breach of the Contract;
 - 8.2.3 can be reasonably evidenced by written records that it has been developed independently by the Receiving Party without access to, use of, or incorporation of the Confidential Information;
 - 8.2.4 is required to be disclosed by a court of competent jurisdiction or operation of law, provided the Receiving Party, where reasonably practicable, provides notice to the Disclosing Party of such disclosure; or,
 - 8.2.5 is received from a third party without breach of any other relevant confidentiality obligations.
- 8.3 Where the Receiving Party is required to disclose Confidential Information by a court of competent jurisdiction or operation of law, the Receiving Party shall:

- 8.3.1 where reasonably practicable and legally permitted, provide notice to the Disclosing Party of such disclosure;
- 8.3.2 co-operate with the Disclosing Party, at the Disclosing Party's costs and expense, in such manner as it may reasonably require to prevent or limit such disclosure; and
- 8.3.3 limit the disclosure of Confidential Information only to the extent required.

9. DATA PROTECTION

- 9.1 Each Party warrants to the other that it will comply with all applicable Data Protection Laws.
- 9.2 Seller and Seller Personnel shall process any Buyer Personal Data only to the extent required for the performance of this Contract and with the express prior written consent of Buyer, and in accordance with the Data Protection Laws.
- 9.3 If at any time Seller or Seller's Personnel believe Buyer's Personal Data has been lost or corrupted in any way for any cause, Seller shall notify the Buyer as soon as reasonably possible.
- 9.4 Where the Parties agree that they act in the capacity of joint controllers, Parties procure that they are jointly responsible for the compliance obligations imposed on a Data Controller (as defined in the Data Protection Laws), and the Parties shall co-operate to do all necessary things to enable performance of such compliance obligations.
- 9.5 Unless otherwise required by Applicable Law, on written request from one Party to another, a Party shall return all Personal Data at the other Party's cost or, destroy and procure its Personnel destroys all Personal Data in a suitably confidential manner, unless advised otherwise by the requesting Party.
- 9.6 The Parties shall promptly and, in any event, if feasible, within twenty-four (24) hours, notify the other Party in writing upon it becoming aware of any actual or suspected Personal Data Breach and shall comply with the Data Protection Laws.
- 9.7 Seller shall notify the Buyer in the event that it acts as neither Data Controller or Data Processor (as defined in the Data Protection Laws) and, the Buyer procures that it shall enter in to a separate data protection agreement with Seller's Third Party Vendor.

10. BUYER MATERIALS

- 10.1 The Seller shall:
 - 10.1.1 not and shall procure that any third party does not store, copy, disclose, or use material which is made available or supplied by the Buyer to the Seller ("**Buyer Materials**"), except as necessary for the performance by the Seller of its obligations under the Contract or as otherwise expressly authorised in writing by the Buyer; and
 - 10.1.2 take all precautions necessary to preserve the integrity of Buyer Materials and to prevent any corruption, destruction or loss of data relating to the Buyer or their customers which is processed, stored, generated, or capable of access by, or which otherwise comes into the possession of, the Seller or any third party.

11. INSURANCE

- 11.1 The Seller agrees to take out and maintain insurance in respect of employer's liability, public liability and professional liability as is commercially prudent and reasonable with a reputable insurance company. The Seller shall provide Buyer with such information regarding the Seller's insurance as the Buyer may reasonably request from time to time in order to verify the extent and level of insurance cover taken out by the Seller and the payment of the relevant premiums.

12. IPR INDEMNITY

- 12.1 The Seller shall indemnify and hold the Buyer harmless from and against any and all liability or damage (including reasonable and verifiable costs and expenses) suffered or incurred by the Buyer and arising from any action, claim or proceedings brought against the Buyer by a third party alleging that the proper possession or use of the Deliverables by the Buyer infringes such third party's IPR ("**Claim**") provided that:
- 12.1.1 the Seller is given prompt written notice of such Claim;
 - 12.1.2 the Seller is given information, reasonable assistance, and exclusive authority to defend or settle the Claim;
 - 12.1.3 the Buyer complies with all reasonable instructions of the Seller with regard to the continuing use of the relevant Deliverable; and
 - 12.1.4 the Buyer does not prejudice the Seller's defence or settlement of the Claim.

13. LIMITATION OF LIABILITY

- 13.1 Neither Party shall exclude or limit its liability to the other Party for:
- 13.1.1 personal injury or death caused by its negligence;
 - 13.1.2 any matter for which, under Applicable Laws, a Party cannot exclude or limit or attempt to exclude or limit its liability; or
 - 13.1.3 fraud or fraudulent misrepresentation.
- 13.2 Subject to Condition 13.1, the Seller's total liability to the Buyer arising under or in connection with the Contract whether for breach of contract, tort, breach of statutory duty or otherwise shall not exceed the price of the Deliverables paid by the Buyer under the Contract.
- 13.3 Neither Party shall have any liability to the other Party for:
- 13.3.1 any indirect, special or consequential loss;
 - 13.3.2 any loss of profits, loss of revenue or loss of savings;
 - 13.3.3 damage to reputation or goodwill; and,
 - 13.3.4 loss of or damage to data.

14. ANTI-BRIBERY AND CORRUPTION

- 14.1 Each Party, including any of its employees, agents, consultants, contractors and subcontractors, shall:
- 14.1.1 act in accordance with all Applicable Laws relating to bribery and the non-payment of secret commissions ("**Anti-Corruption Laws**");
 - 14.1.2 not do, or omit to do anything likely to cause the other Party to be in breach of Anti-Corruption Laws;
 - 14.1.3 not give, promise, receive or request any bribes (financial or other advantage), including but not limited to in relation to any public official;
 - 14.1.4 maintain an effective anti-bribery (including gift and hospitality) compliance programme, designed to ensure compliance with Anti-Corruption Laws including the monitoring of compliance and detection of violations; and;

14.1.5 reasonably assist the other Party at the other Party's expense, to comply with Anti-Corruption Laws.

15. ANTI-SLAVERY

15.1 The Seller undertakes, warrants and represents that:

15.1.1 it has not:

- (i) committed an offence under any Applicable Laws relating to the prevention of slavery ("**Anti-slavery Laws**"); or
- (ii) been notified that it is subject to an investigation relating to an alleged offence or prosecution under Anti-slavery Laws; or

15.1.2 it is not aware of any circumstances within its supply chain that could give rise to an investigation relating to an offence or prosecution under Anti-slavery Laws;

15.1.3 it shall notify the Buyer as soon as reasonably practical of becoming aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors or suppliers have breached or potentially breached any Anti-slavery Laws.

16. INTELLECTUAL PROPERTY RIGHTS

16.1 Nothing in the Contract shall transfer any IPR from one Party to the other Party and the Seller, the Third Party Vendor or its licensor, shall retain ownership of all IPR in the Deliverables.

16.2 The Buyer hereby authorises the Seller to use any IPR in materials provided to it by the Buyer for the purposes only of performing its obligations under the Contract for the duration of the Contract.

16.3 The Seller hereby grants (or shall procure the grant of) the right to possess and use the Deliverables for the purpose for which the Deliverables have been supplied.

16.4 The Buyer shall not remove, deface or obscure any identifying or proprietary mark on or relating to the Deliverables.

17. TERMINATION

17.1 Either Party may by written notice to the other Party, terminate the Contract if the other Party is in material breach of any Condition(s) of the Contract, which is either:

17.1.1 not capable of remedy; or

17.1.2 being capable of remedy, has not been remedied within thirty (30) days after written notice from the other Party requiring it to do so.

17.2 Either Party may terminate the Contract at any time with immediate effect if:

17.2.1 a resolution is passed, or an order is made for the winding up (or equivalent order in the relevant jurisdiction) of the other Party, otherwise than for the purposes of a bona fide scheme of solvent amalgamation or reconstruction;

17.2.2 the other Party becomes subject to an administration order; a liquidator, receiver or administrative receiver or similar is appointed over any of its property or assets;

17.2.3 the other Party enters into an arrangement or composition with its creditors, ceases or threatens to cease to carry on business, becomes insolvent or ceases to be able to pay its debts as they fall due;

17.2.4 the other Party suffers any event analogous to 17.2.1 to 17.2.3 (inclusive) in any other jurisdiction;

17.2.5 the other Party commits a breach under Condition 14 (Anti-Bribery and Corruption); or

17.2.6 Force Majeure Event affecting the other Party continues for a period of sixty (60) days.

17.3 In the event of termination or expiry of the Contract:

17.3.1 the Contract shall continue in force to the extent necessary to give effect to those of its provisions which expressly or by implication have effect after termination; and

17.3.2 the rights of either Party accrued on or prior to termination or expiry shall remain unaffected.

18. ASSIGNMENT AND SUB-CONTRACTING

18.1 Neither Party may assign, transfer or sub-contract the Contract without the other Party's prior written consent, such consent not to be unreasonably withheld or delayed. Any such consent shall not relieve the Parties of any of their obligations under the Contract. The Buyer gives its consent to the purchase of Deliverables by the Seller from third parties.

19. NOTICES

19.1 Where the Contract requires notice to be given by one Party to the other such notice shall be in writing and shall be delivered by hand, e-mail, courier, first class post or special delivery post to the following:

19.1.1 in the case of delivery to the Buyer, to the CEO or CFO (or equivalent) at the Buyer's address in the Order;

19.1.2 in the case of e-mail, to an email address previously used by the receiving Party and which the sender has reasonable grounds to believe is in use, if a non-automated confirmation of receipt is not received with 24 hours of sending then another method of delivery shall also be used but this shall not affect the deemed receipt of the e-mail;

19.1.3 in the case of delivery to the Seller, to the CFO or General Counsel at the Seller's registered office.

19.2 A notice will be deemed to have been duly served if delivered by hand or by courier at the time of delivery; if delivered by first class post or special delivery post two (2) Working Days after being posted, if by e-mail at the time of sending provided that where in the case of delivery by hand, courier or e mail if such delivery occurs either after 4.00 pm on a Working Day, or on a day other than a Working Day, service will be deemed to occur at 9.00 am on the next Working Day.

20. SEVERABILITY

20.1 If any provision(s) under the Contract are deemed or found to be invalid or unenforceable by a court of competent jurisdiction, such provisions shall be deemed omitted, and all other provisions shall remain in full force and effect.

21. THIRD PARTY RIGHTS

21.1 A Contract is not intended to confer a benefit on any person who is not a party to it. A person who is not a party to a Contract may not enforce any of the provisions in it.

22. FORCE MAJEURE

22.1 Neither Party shall be liable for the failure to perform its obligations under the Contract, if such failure results from a Force Majeure Event.

- 22.2 The occurrence of a Force Majeure Event shall not preclude the Buyer's obligation to make payment in accordance with the Contract.
- 22.3 A Party which relies upon a Force Majeure Event to excuse performance may only do so if it has taken reasonable steps to mitigate the effects upon it of the Force Majeure Event and continues to perform the obligations that are not affected.

23. VARIATION AND WAIVER

- 23.1 A waiver of any right or remedy under a Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 23.2 A failure or delay by a Party to exercise any right or remedy provided under a Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under a Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

24. DISPUTE RESOLUTION

- 24.1 Each Party shall keep in place at least one (1) individual who has full authority to act on its behalf for all purposes of the Contract ("Named Representatives") and shall keep the other Party informed of the name and contact details of such individual and any replacement.
- 24.2 In the event that any disputes or disagreements arise between the Parties, either Named Representative may, on reasonable notice to the other, call a meeting of the Named Representatives in order to seek a resolution of the issue in question.
- 24.3 If the Named Representatives have not reached a resolution of the issue in question within ten (10) Working Days of the calling of the meeting referred to in Condition 24.2 (or earlier if both Named Representatives agree) the issue in question shall be referred, on the application of either Party, to Level 2 escalation positions for resolution. For this purpose, the Level 2 escalation positions are the persons holding the following positions within the Parties:

Party	Position
Buyer	as informed by Buyer
Seller	General Counsel

- 24.4 If the Level 2 escalation positions have not reached a resolution of the issue in question within 10 (ten) Working Days of the application referred to in Condition 24.3 (Dispute Resolution – Level 2 Resolution) (or earlier if both Level 2 escalation positions agree) the issue in question shall be referred, on the application of either party, to the Level 3 escalation positions for resolution. For this purpose, the Level 3 escalation positions are the persons holding the following positions within the parties:

Party	Position
Buyer	as informed by Buyer
Seller	General Counsel

- 24.5 If the Level 3 escalation positions have not reached a resolution of the issue in question within ten (10) Working Days of the application referred to in Condition 24.3 (Dispute Resolution –Level 3 Resolution) (or earlier if both Level 3 escalation positions agree), then the Parties shall, seek to resolve the dispute by ADR. Each Party shall bear its own costs and expenses incurred by reason of ADR procedure unless a different agreement is reached as part of any settlement arrived at the conclusion of the ADR procedure.
- 24.6 If the Parties have not agreed the dispute at the conclusion of the ADR referred to in Condition 24.5 (Governance and Dispute Resolution – ADR), within twenty (20) Working Days of the commencement of the ADR (which is deemed to be the date on which the Dispute is first referred to CEDR for the purposes of ADR by either Party), each Party is free to refer the Dispute to arbitration

pursuant to Condition 24.2, but prior to that point and subject to Condition 24.7, neither Party can refer the Dispute to arbitration.

24.7 Nothing in this Condition 24 shall prevent;

24.7.1 Bell from pursuing a claim for an unpaid debt pursuant to Condition 6 (Payment) and/or

24.7.2 either Party from seeking equitable relief including an injunction to protect its legitimate business interests.

25. ENTIRE AGREEMENT

25.1 The Contract contains all the terms which the Buyer and the Seller have agreed in relation to the supply of the Deliverables and supersedes any prior written or oral agreements, representations or understandings between the Parties relating to such Deliverables.

25.2 Each Party acknowledges that it has not relied upon any warranty, representation, statement or understanding made or given by or on behalf of the other Party which is not set out in the Contract and agrees that it shall have no claim in respect of the same. Nothing in the Contract will exclude any liability which one Party would otherwise have to the other Party in respect of any statements made fraudulently.

26. NO PARTNERSHIP, JOINT VENTURE, AGENCY OR EMPLOYMENT

26.1 Nothing contained in the Contract, and no action taken by the Parties pursuant to the Contract, will be deemed to constitute a relationship between the Parties of partnership, joint venture, principal and agent or employer and employee. Neither Party has, nor may it represent that it has, any authority to act or make any commitments on the other Party's behalf.

27. GOVERNING LAW AND JURISDICTION

27.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed at all times in accordance with the laws of England and Wales and the Parties submit to the exclusive jurisdiction of the courts of England and Wales.

27.2 The Buyers shall comply with any relevant Applicable Laws restricting the export or disposal of the Deliverables and their components.

**SECTION 3
SPECIAL TERMS AND CONDITIONS**

The terms and conditions in this section do not apply in isolation and should be read in conjunction with the General Terms and Conditions in Section 2 and the Definitions in Section 1. Each Appendix refers to an additional set of terms and conditions that will apply according to the Deliverable(s). It is possible that more than one Appendix will apply if there are different types of Deliverables in a single Contract.

If there is any dispute between the Seller and the Buyer as to whether an Appendix applies or not, then this dispute shall be dealt with in accordance with a Dispute Resolution procedure as highlighted in Condition 24.

The Special Terms and Conditions are to be used with the following categories of Deliverables:

Appendix 1 Hardware

Appendix 2 Products

APPENDIX 1

PROVISION OF HARDWARE

The following terms and conditions shall apply only to the sale to the Buyer of Hardware only.

1. DEFINITIONS

1.1 The following words and phrases used in this Appendix 1 shall have the meanings assigned to them below:

“Documentation”	means standard information made available by the Third Party Vendor and/or manufacturer without charge along with the Hardware relating to the installation, use and/or operation of the Hardware;
“Embedded Software”	means any software licensed by a TPV at no additional charge and embedded in or pre-loaded on the Hardware and necessary for the proper functioning of the Hardware.

2. PROVISION OF HARDWARE

2.1 The Seller shall make available all Documentation of the Hardware provided by the TPV of the Hardware if applicable.

2.2 Unless expressly stated otherwise on Marketplace, the Buyer is responsible for providing any cabling, wiring and any other equipment needed for the installation of the Hardware or its connection to or interfacing with any other equipment, system or network other than that usually supplied by the TPV with the Hardware.

2.3 Unless expressly stated otherwise in the Marketplace, delivery of Hardware shall not include installation which shall be the Buyer’s responsibility.

3. EMBEDDED SOFTWARE

3.1 The Buyer acknowledges that the Hardware may contain Embedded Software. Ownership of the Intellectual Property Rights in Embedded Software does not transfer to the Buyer and its possession and use are subject to the licence terms of the licensor.

4. PREPARATION OF PLACE OF USE

4.1 The Buyer shall be responsible for ensuring the place for delivery of the Deliverables is ready and able to take delivery on the Delivery Date and the Buyer shall not unreasonably refuse to take delivery at any other time.

4.2 The Seller shall be entitled to charge for any additional costs reasonably incurred as a result of the Buyer’s failure to comply with Paragraph 4.1.

5. RETURNS PROCEDURE

5.1 When seeking to return any Hardware that is the subject of a claim under any warranties of the TPV, the Buyer shall comply with the returns procedure of the manufacturer or TPV of the Hardware.

5.2 Buyer may, request an exchange for any missing, wrong or defective or dead on arrival Hardware, within 30 (thirty) days from the date of Delivery. Such Hardware are subject to Seller's or its TPV's standard manufacturer's warranty.

6. TERMINATION

6.1 In the event of termination or expiry of the Contract for Hardware:

6.1.1 Seller may refuse to fulfil remaining obligations under existing Orders placed by the Buyer, if the Buyer: (i) commits a material and irremediable breach of the Contract (ii) commits a material and remediable breach of the Contract and fails to remedy it following the provision of a reasonable period; (iii) fails to make payments when they fall due; (iv) acts in a way which in Sellers reasonable discretion is damaging to the Seller.

6.1.2 Seller may end the Contract with immediate effect upon notice in writing to the Buyer if the Buyer is in breach of any export compliance or anti-corruption provisions.

APPENDIX 2

PROVISION OF PRODUCTS

The following terms and conditions shall apply to the sale to the Buyer of Products only:

1. DEFINITIONS

- 1.1 The following words and phrases used in this Appendix 2 shall have the meanings assigned to them below:

“Return Merchandise Authorization Procedure (RMA)” means a part of the process of returning a Product to receive a refund, replacement, or repair during the product's warranty period;

2. RMA

- 2.1 In the event a Product is defective the Seller shall, at its option and expense, arrange for the defective Product to be collected from the delivery location agreed between the Parties and: (i) promptly repair the defective Product within forty-eight (48) hours in a Working Day from compliant provided that the Third Party Vendor has spare parts in stock, or (ii) provide a replacement Deliverable or, (iii) provide a full refund to Buyer and the Order shall be terminated.
- 2.2 In the event a Product is lost in transit or not delivered, the Seller shall: (i) send a new Deliverable at no additional charge to Buyer or (ii) provide a full refund to the Buyer.