

1. These terms and conditions which consist of the Sections listed below (these “**Conditions**”) apply to all contracts that we enter into our customers for the provision of “**IT Supplies & Services**” to them:

SECTION A – DEFINITIONS AND INTERPRETATION

SECTION B – GENERAL TERMS

SECTION C – SOFTWARE AND HARDWARE SUPPLY TERMS

SECTION D – ONLINE PURCHASING PORTAL TERMS

2. Section A contains the definition and interpretation provisions that apply to these Conditions generally.
3. Section B contains the general terms which apply to orders for all IT Supplies.
4. Section C only applies where they are applicable to the IT Supplies being ordered.
5. Unless and until superseded by any new Conditions that we may post on this Website, these Conditions apply to all Statements of Work and/or Orders.
6. Unless otherwise stated in a quotation or a price guide, a price is valid for 30 days in which it is quoted only, and otherwise agreed in writing. We may withdraw it at any time by notice to You.
7. Each Order or acceptance of quotation for IT Supplies by You shall be deemed to be an offer by You subject to these conditions. You shall ensure that Your order is complete and accurate and You are liable for any errors or omissions on your order.
8. A binding contract shall not come into existence between Us and You unless a Statement of Works is signed by both parties, until We issue a written Order acknowledgement to You or We commence delivery of the IT Supplies to You.
9. No Order which has been acknowledged by Us may be cancelled by You, except as provided in these Conditions and/or a Statement of Works and provided that You indemnify, subject to the general limitation of liability, Us in full against all loss (including without limitation loss of profit), costs (including without limitation the cost of all labour and materials used), damages, charges and expenses incurred by Us as a result of cancellation.
10. Any advice or recommendation given by Us or Our employees or agents to You or Your employees or agents as to the storage, application or use of the goods which is not confirmed in writing by Us is followed or acted upon entirely at Your own risk, and accordingly We shall not be liable for any such advice or recommendation which is not so confirmed.
11. Unless expressly agreed in writing by Us, all descriptions, drawings, designs, specifications and particulars of weight and dimensions submitted by Us are approximate only and We shall have no liability in respect of any designs or specifications not prepared by Us and You shall indemnify Us against any and all liabilities and expenses incurred by Us arising therefrom.
12. It is suggested that you download and retain a copy of these Conditions if you have or will be placing an Order or signing a Statement of Works.
13. Phone calls received and made by Us may be recorded for training and quality measurement purposes. All call recordings are treated as confidential information and are only available for review by authorised staff.

SECTION A – DEFINITIONS AND INTERPRETATION

1. Definitions and Interpretation

- a. In these Conditions the expressions which follow are given these meanings unless the context in which they are used requires a different meaning:
 - i. **"Completion"** means the fulfilment of a Client's Purchase Order by Nabra Tech Ltd.
 - ii. **"Confidential Information"** means data and any information (or copy or part thereof) relating to a party's proprietary, legal, business or technical matters, including but not limited to Intellectual Property Rights, financial information, operational data, business plans, employee and asset details, lists of Clients and all associated Client details, marketing and product plans, software or information ascertainable by the inspection or analysis of samples, whether disclosed in writing, orally or by any other means to one party ("the Receiving Party") by the other party (or by any third party on its behalf) ("the Disclosing Party"), before or after the date of the Commencement Date.
 - iii. **"Client"** means the business or individual placing a Purchase Order with Nabra Tech Ltd.
 - iv. **"Contract"** means the Client's Purchase Order and Nabra Tech Ltd.'s acceptance of it under clause 2 subject to these conditions.
 - v. **"Consultancy Services"** means project based professional services provided on a time and materials basis unless stated otherwise.
 - vi. **"Commencement Date"** means the date (a) where an Order Confirmation is sent; (b) a Statement of Work is agreed and signed or (c) the date the Goods or Services are first delivered or supplied to the Client, whichever is the earlier.
 - vii. **"Cloud Solution Provider (CSP)"** means where Nabra Tech Ltd resells Microsoft licencing and software subscriptions related to Microsoft 365 and Microsoft Azure. "Cloud Solution Provider Billing" means the process of invoicing the Client for all Nabra Tech Ltd supplied CSP subscription licences. Dependant on the licence type this will be in arrears or 12-months in advance.
 - viii. **"Cloud Solution Provider Payment"** means the mandatory Client Direct Debit (DD) payment mechanism for all Nabra Tech Ltd supplied Microsoft CSP subscription licences.
 - ix. **"Data Protection Legislation"** means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 (subject to Royal Assent) to the extent that it relates to processing of Personal Data and privacy; (iii) all applicable Law about the processing of Personal Data and privacy, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.
 - x. **"DPA" 2018** means Data Protection Act 2018.
 - xi. **"Delivery"** means the date when the Goods or Services are delivered to the Client or if the Client refuses to take delivery of the Goods or Services then the date that Nabra Tech Ltd informs the Client that the Goods or Services are ready for delivery.
 - xii. **"Developed IPR"** has the meaning that all IPR in the Services, the Documentation or otherwise arising from or created, produced or developed by Nabra Tech Ltd and the Workers (whether alone or jointly with others) under or in the course of the Contract wherever in the world enforceable, including without limitation all right, title and interest in and to the Services and Documentation.
 - xiii. **"Documentation"** means all materials or products produced by Nabra Tech Ltd (however recorded) including designs, plans, instructions and descriptions, test results and training material to be supplied with the Services.
 - xiv. **"Expenses"** means any business-related costs incurred as part of the delivery of Nabra Tech Ltd Consultancy or Managed Services. Typical Expense costs relate to travel, accommodation and sustenance.
 - xv. **"Force Majeure"** means any circumstances beyond the reasonable control of Nabra Tech Ltd, including, but not limited to, acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood or any disaster, strikes or

industrial disputes, failure of a utility service or transport network, storm or adverse weather conditions, failure or default of suppliers or sub-contractors.

- xvi. **“Goods”** means any hardware, Third Party Software and other goods supplied by Nabra Tech Ltd to the Client.
- xvii. **“GDPR”** means the General Data Protection Regulation (Regulations (EU) 2016/679).
- xviii. **“Fair Use Policy”** means the limitation of usage relating to a Managed Services contract as described in the respective Service Level Agreement document agreed between the parties.
- xix. **“Invoice Charge”** means the total amount payable by the Client to Nabra Tech Ltd for the supply of Goods and/or Services and excluding delivery and freight costs, VAT and other taxes which shall be added at the relevant charge and excluding any discretionary or additional fees entitled to be charged in accordance with these Conditions.
- xx. **“Intellectual Property Rights (IPR)”** means all right, title and interest in and to the Services (including any deliverables) and all copyright, patent, trademark, design rights (in each case whether registered or unregistered) and all documents, data, drawings, specifications, computer programs, source code, object code (Software), know how, network designs, notes, sketches, drawings, reports, improvements, modifications, scripts or other items relating thereto.
- xxi. **“Lender”** means a Nabra Tech Ltd recommended partner providing direct financial lending and or leasing services to a Client for the provision of hardware product, services and Goods
- xxii. **“Pre-existing IPR”** means all Intellectual Property Rights of Nabra Tech Ltd existing prior to the Commencement Date or which arise or are developed otherwise than as a direct result of providing the Services to the Client.
- xxiii. **“Managed Services”** means contracted, annuity and service level based fixed term agreements for Nabra Tech Ltd to provide support and management services.
- xxiv. **“Microsoft Recognition Scheme”** means any Microsoft funding or fees allocated to Nabra Tech Ltd in relation to a specific Client and or set of deliverables. Microsoft Funding and fees include Client specific conditions and obligations. Mainly, in the absence of Nabra Tech Ltd payment made directly by Microsoft the Client is liable to pay the fees directly.
- xxv. **“Project Start-up Document (PSD)”** means a mandatory document where Nabra Tech Ltd Consultancy Services are engaged providing all necessary detail to prepare and deliver the project.
- xxvi. **“Project Closedown Document (PCD)”** means a mandatory document when Nabra Tech Ltd Consultancy Services are engaged providing all necessary detail for the Client to approve project deliverables.
- xxvii. **“Purchase Order”** means a Client’s request for the supply of the Goods or Services including the acceptance of a Nabra Tech Ltd quotation, a Client’s instruction to proceed with the supply of Goods or Services or any other confirmation from the Client to proceed with a Purchase Order which is accepted by Nabra Tech Ltd.
- xxviii. **“Purchase Order Confirmation”** means Nabra Tech Ltd’s written acknowledgement of a Client’s Purchase Order and that Nabra Tech Ltd’s Terms and Conditions are accepted by the Client and take precedence.
- xxix. **“Personal Data”** means any information relating to an identified or identifiable natural person.
- xxx. **“Project Closedown Process”** the process of system checking signed by Nabra Tech Ltd at the completion of any project.
- xxxi. **“Nabra Tech Ltd”** means Nabra Tech Limited (Company registration number 12479609) whose registered office address is 101 Galgate, Barnard Castle, Co. Durham, England, DL12 8ES.
- xxxii. **“Nabra Tech Ltd Policies”** means all Policies Nabra Tech Ltd comply with are available and updated regularly here, www.nabratech.co.uk/termsandconditions
- xxxiii. **“Statement of Work (SOW)”** means a statement of work (if any) signed by the Parties under which Nabra Tech Ltd shall provide Goods and/or Services to the Client
- xxxiv. **“Workers”** means an employee, agent, subcontractor or officer of Nabra Tech Ltd or a person contracted and provided by Nabra Tech Ltd to the Client.

SECTION B – GENERAL TERMS

1. General Terms

- a. The general terms of Section B of these Conditions apply to and are deemed incorporated within all Statements of Works and any Orders placed by You to the exclusion of any terms and conditions or other contractual terms or arrangements proposed by You except to the extent expressly agreed by Us in the Statement of Works or Order.

2. IT Supplies

- a. We will use reasonable endeavours to provide the IT Supplies and/or Deliverables to You in accordance with:
- b. The Statement of Works or Order in all material respects;
- c. All Applicable Laws; and the Project Timetable, recognising however that the dates set out in the Project Timetable shall be estimates only and time shall not be of the essence of these Conditions.
- d. The current edition of the relevant Published Specifications as published from time to time by the Manufacturer (copies which are available from Us upon request).
- e. The specifications or descriptions (if any) shall be expressly listed in the Statement of Works or Order. No other specifications, descriptive material, written or oral presentation, correspondence or statement, promotional or sales literature shall form part of or be incorporated by reference into the Statement of Works or Order.
- f. The quantity and description of any specification for IT Supplies shall be those set out in the Statement of Works or Order. We reserve the right to make any changes in the specification of IT Supplies which are required to conform to any applicable safety regulations or other statutory requirements.

3. Deliverables

- a. Risk of damage to, or loss of, any Deliverable which is a good, or any physical medium on which a Deliverable is stored, will pass to You on delivery to You.
- b. Property in any Deliverable which is a good, or any physical medium on which a Deliverable is stored, will pass to You upon payment by You of the Fees in respect of that Deliverable.

4. Your obligations

- a. co-operate with Us in all matters relating to the IT Supplies.
- b. provide in a timely manner such access to Your premises, Your Property and data (including Your Input Data), and such office accommodation, computer and other facilities, as is requested by Us and/or as indicated as being required from You in the Statement of Works or Order.
- c. provide in a timely manner such information as We may request, and ensure that such information is accurate in all material respects.
- d. be responsible (at Your own cost) for preparing the relevant premises for the supply of the IT Supplies.
- e. where the provision of the IT Supplies requires Us to ensure that certain resources are made available at a time and location agreed by both Parties and/or as set out in the Project Timetable, if You are unable to fulfil Your obligations in relation to such activities at such time and location or wish to cancel or postpone the activity so that the resources are not required at the agreed time and/or location then You must give Us notice in accordance with Clause 18 (Notices) not less than 5 Business Days prior to the date of such activity.
- f. We shall not be liable to You if Our performance of Our obligations under any Statement of Work or Order is prevented or delayed by any act or omission of You or Your agents, sub-contractors or employees. Subject to Clause 5.2, if Our performance of Our obligations under any Statement of Work or Order is prevented or delayed by any act or omission of You or Your agents, sub-contractors or employees, You shall be liable to pay to Us on demand all reasonable costs, charges or losses sustained or incurred by Us (including, without limitation, any loss of opportunity to deploy resources elsewhere), subject to Our confirmation and evidence of such costs, charges and losses to You in writing, and provided We have taken all reasonable steps to mitigate such costs, charges and/or loss. For the avoidance of doubt, such costs, charges and losses may include any such costs, charges or expenses that We incur to Our sub-contractors.

- g. You shall not, without Our prior written consent, at any time from the Commencement Date to the expiry of six months after the completion of the IT Supplies, solicit or entice away from Us or employ or attempt to employ any person who is, or has been, engaged by Us as an employee or sub-contractor in relation to the relevant IT Supplies.

5. Fees, invoicing and payment

- a. The Fees, invoicing and payment information shall be confirmed in writing by Us in the Statement of Works or Order.
- b. We shall ensure that all members of the team complete time sheets recording time spent in providing the IT Supplies, and We shall use such time sheets to calculate the charges covered by each monthly invoice.
- c. Unless otherwise stated in the Statement of Works or Order We shall invoice You monthly in arrears for Our Fees for time, expenses and materials (together with VAT where appropriate) for the month concerned and calculated. Each invoice shall set out the time spent by each member of Our team.
- d. Where the Statement of Works or Order does not contain a Project Timetable, We may invoice You on the dates otherwise set out in the Statement of Works or Order or otherwise on delivery of the IT Supplies and/or the Deliverables.
- e. You shall pay each invoice submitted to You by Us in full, and in cleared funds, within 30 days of receipt.
- f. All payments payable to Us under the Statement of Works/Order shall become due immediately on termination of the Statement of Works or Order, despite any other provision. This Clause is without prejudice to any right to claim for interest under the law, or any such right under these Conditions.
- g. We may, without prejudice to any other rights We may have, set off any liability that We may have to You against any liability of You may have to Us.

6. Contract governance

- a. Where applicable, the Parties will implement and follow the Contract Governance Arrangements.
- b. Each Party will ensure that the individuals identified in the Contract Governance Arrangements attend the meetings and otherwise perform the functions set out there. We may also require You to ensure that one or more of Your senior representative(s) attends any of those meetings, in any case where We consider that the issues to be discussed at that meeting justify that.

7. Intellectual Property Rights

- a. All Intellectual Property Rights existing prior to the Commencement Date shall vest in their originator absolutely.
- b. You grant Us for the Term a non-exclusive, worldwide, royalty free license to use your Intellectual Property Right to fulfil Our obligations under these Conditions or the Statement of Works or Order.
- c. Where We have agreed to provide You with third party software as part of the IT Supplies, the terms upon which such software is provided are set out in Section C of these Conditions.

8. Limitation of liability

- a. The following provisions set out Our entire financial liability (including any liability for the acts or omissions of Our employees, agents and sub-contractors) to You in respect of:
 - i. Any breach of these Conditions or any Statement of Works or any Order/s.
 - ii. Any use made by You of the IT Supplies, the Deliverables or any part of them.
 - iii. Any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including without limitation negligence) arising under or in connection with these Conditions or the Statement of Works or Order.
- b. We will provide the IT Supplies to You using reasonable care and skill and any Deliverables will conform substantially to the requirements of the Statement of Works or Order.

9. Insurance

- a. We will take out and maintain with a reputable insurer the insurance policies in respect of Our potential liabilities under or in relation to the Statement of Works or any Order. This includes employers and public liability insurance.

10. Confidentiality

- a. Each Party will in respect of any Confidential Information of which it is the Recipient:
 - i. Use that Confidential Information only if and to the extent necessary for the purposes of performing its obligations and/or exercising its rights under these Conditions and the Statement of Works or Order.
 - ii. Not disclose that Confidential Information to any person other than, any person employed or engaged by its auditors and other professional advisers.
 - iii. Otherwise use its best endeavours to protect and maintain the confidentiality of that Confidential Information.
 - iv. A Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of this disclosure as possible.
 - v. Each Party agrees that damages may not be an adequate remedy for any breach of this Clause and that the other Party will be entitled to a court order to enforce compliance with this Clause or to stop any breach of it, actual or threatened.

11. Data Protection

- a. Within these Conditions the terms “controller”, “data subject”, “personal data”, “personal data breach”, “process (‘processed’ to be construed accordingly) and “processor” shall have the same meanings as in the Data Protection Legislation.
 - i. With respect to the either Parties' rights and obligations under these Conditions, the Parties acknowledge that in relation to Your Data, You are a controller and We are a processor.
 - ii. The Parties acknowledge their respective obligations under the Data Protection Legislation and shall give each other such assistance as is reasonable to enable each other to comply with such obligations. However, for the avoidance of doubt, You agree that where We have satisfied a contractual obligation under these Conditions or Statement of Works/Order, then such satisfaction of the contractual obligation is deemed to satisfy the same or similar requirement under the Data Protection Legislation.
 - iii. You warrant, represent and undertake to Us that You have lawful grounds for the processing of Your Data.
- b. Where We process Your Data under or in connection with these Conditions, We shall:
 - i. save as required otherwise by law, only process Your Data as is necessary to perform our obligations under any Statement of Works/Order, and only in accordance with Your documented instructions.
 - ii. put in place appropriate technical and organisational measures to meet Our obligations under the Data Protection Legislation.
 - iii. ensure Our staff who will have access to Your Data are subject to appropriate confidentiality obligations.
 - iv. be entitled to engage sub-processors to process Your Data subject to Us ensuring that equivalent requirements to those set out in this Conditions are imposed on any sub-processor(s), Us remaining fully liable to You for the performance of the sub-processor's obligations and where applicable, providing You reasonable prior notice of any addition, removal or replacement of any such sub-processors.
 - v. not process or transfer Your Data outside the European Economic Area without Your prior documented consent (which consent is hereby given in respect of the processing of data by those third parties described where applicable in the relevant Statement of Works/Order). For the avoidance of doubt, any consent given under this clause includes the consent to transfer Your Data to the United Kingdom.
 - vi. have in place the appropriate technical and organisational security measures to protect Your Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access.
 - vii. notify You without undue delay after becoming aware of any personal data breach involving Your Data, taking into account the nature of processing and the information available to Us. You confirm that you have had opportunity to review Our breach notification policy, systems

- and guidance and concluded that they are suitable and adequate for the nature of the processing under any Statement of Works/Order or other agreement.
- viii. make available to You such information reasonably requested and which We are reasonably able to provide, and, permit and contribute to such audits, including inspections, conducted by You (or Your appointed auditors), as is necessary to demonstrate compliance with the Data Protection Legislation. You will give reasonable notice of any audit and will be fully liable for any associated costs.
 - ix. (save as may be required by law) may need to retain Your Data for an agreed period upon expiry or termination of any Statement of Works/Order or other agreement under these Conditions, and at Your cost and option either delete or return Your Data on expiry or termination of any Statement of Works/Order or other agreement under these Conditions, provided always that nothing in this clause shall oblige Us to provide assistance which does not relate directly to any IT Supplies performed pursuant to any agreed Statement of Works/Order or agreement under these Conditions.
- c. We shall inform You in writing if, in Our opinion, an instruction from the You infringes the Data Protection Legislation but only in relation to a breach of General Data Protection Regulation ((EU 2016/679)) and/or other Union or Member State data protection provisions and not jurisdictions outside of these areas. However, You acknowledge that:
- i. any information We provide is not legal advice or guidance in anyway whatsoever, and that We make no warranty or representation regarding the information (express or implied).
 - ii. this clause shall not relieve You of Your obligation to ensure that all instructions to Us comply with all applicable legislation, including all Data Protection Legislation.
 - iii. We may charge reasonable costs (or the rates otherwise agreed between the parties) for Our time spent and expenses incurred in providing the You with co-operation and assistance as required by this clause.

12. Compliance with legislation

- a. You shall:
 - i. comply with all applicable law, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.
 - ii. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.
 - iii. have and shall maintain in place throughout the term of the Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Act, the Relevant Policies and will enforce them where appropriate.
 - iv. promptly report to Us any request or demand for any undue financial or other advantage of any kind received by You in connection with the performance of the Statement of Works/Order.
 - v. immediately notify Us (in writing) if a foreign public official becomes an officer or employee for You or acquires a direct or indirect interest in You (and You warrant that You have no foreign public officials as officers, employees or direct or indirect owners at the date of the Statement of Works/Order).

13. Termination

- a. Any Statement of Works or Order may be terminated by Us at any time by giving at least Ninety days' written notice to You or as otherwise specified in any Statement of Works or Order.
- b. Any Statement of Works or Order may be terminated by Us immediately by giving written notice to You, if You commit a material breach of the Statement of Works or Order.
- c. You may terminate the Statement of Works or Order by giving written notice to Us, if We commit a material breach of the Statement of Works or Order. However, where a breach is capable of being remedied, such Statement of Works/Order may only be terminated where We have failed, within 14 days of receipt of a notice from You (unless an alternative timescale is agreed), describing that breach and requesting that it be remedied, to remedy that breach.

- d. The Statement of Works may be terminated immediately by You by giving written notice to Us, if We are in persistent breach of the Statement of Works. We will be in persistent breach of the Statement of Works if We have committed a material breach of such Statement of Works on at least the number of occasions in the period prescribed in the Statement of Works or any Order. In the absence of any agreed number of occasions and period in the Statement of Works the parties agree that persistent breach is a material breach by Us for which written warning notice has been issued, which has continued for more than 60 days or recurred for more than three successive months.
- e. Where any of the IT Supplies is subject to a User License, We shall be entitled to suspend or terminate the relevant IT Supplies immediately effective upon notice, for a violation of the User License by You, and You agree to defend, indemnify and hold Us harmless from any losses, damages, costs, liabilities or expenses resulting from any third party claim or allegation arising out of, or relating to, use of the relevant IT Supplies, which is as a result of Your violation of the User Licence.

14. Force majeure

- a. A Party that is subject to a Force Majeure Event will not be in breach of these Conditions and/or the Statement of Works/Order or liable for any failure or delay in the performance of any obligations under these Conditions and/or the Statement of Works/Order to the extent that such failure or delay is attributable to the Force Majeure Event.

SECTION C – SOFTWARE AND HARDWARE SUPPLY TERMS

1. Application of Section C

- a. The terms of this Section C of these Conditions apply to and are deemed incorporated within all Statement of Works or any Order where within the IT Supplies there is a reference to Software and/or Hardware, to the exclusion of any terms and conditions or other contractual terms or arrangements proposed by You.
- b. Unless any provision in this Section provides otherwise, the terms of this Section shall apply to the re-sale of all Hardware and Software by Us.

2. Definitions

- a. In these Conditions the expressions which follow are given these meanings unless the context in which they are used requires a different meaning:
 - i. **"Hardware"** means the hardware products to be provided by Us to You under the Statement of Works or set forth in any Order.
 - ii. **"Media"** means the media upon which Software is recorded and any documentation produced by Us which is associated with Software specified in the Statement of Works or Order.
 - iii. **"Software"** means any third-party software products to be provided by Us to You under the Statement of Works or Order.
 - iv. **"User Licence"** means the end user licence agreement applying to the Software provided to You by the licensor of the Software.

3. Software User Licenses, Intellectual Property and Representations

- a. Subject to the payment of the Fees by You and acceptance by You of the terms of the relevant User Licences, We shall procure the delivery of the Software for, and provide the Media to, You.
- b. We do not own any Intellectual Property Rights in the Software and We do not grant You any rights to use the Software. You acknowledge that User Licences are granted by the licensors of the Software direct to You and confirm that You will use Software on and subject to their terms.
- c. You acknowledge that We are not authorised to make and have not made any representations regarding the Software to You, and You have not entered into the Statement of Works or confirmed any Order in reliance of any representations regarding the Software.
- d. The Statement of Works or Order covers the supply of the Software by Us to You. Unless the description of the IT Supplies expressly provides otherwise, We do not advise or recommend the purchase of any software by You and assume no duties under contract or otherwise in relation to Your choice of Software.

4. Use of Software

- a. You undertake:
 - i. not to use the Software until You have accepted the terms of the relevant User Licence.
 - ii. to notify Us of any material breaches of User Licences without delay.
 - iii. not to copy the Software (other than in accordance with the terms of a User Licence).
 - iv. not to disassemble, decompile or reverse engineer the Software except in accordance with the terms of the User Licence, the Statement of Works/Order or as permitted by applicable law.
 - v. not to translate, modify, create derivative works from, adapt, enhance or extend the Software (other than in accordance with the terms of a User Licence).
 - vi. not to lease, rent, loan, distribute, sub-lease, transfer, or sub-license the Software (other than in accordance with the terms of a User Licence).
 - vii. to supervise and control use of Software to ensure compliance with the terms of User Licences and the Statement of Works/Order.
 - viii. to ensure that Your employees and agents are notified of the restrictions contained in this Section and the terms of User Licences prior to such employee or agent using the Software.
 - ix. not to use the Software to provide any bureau, application service or facilities management service or use the Software to process the data of any third party.

5. Payment

- a. Unless otherwise stated in the Statement of Works/Order, You shall pay the Fees which relate to the Software and/or Hardware in full to Us within 30 days of the date of Our invoice without any withholding, deduction, set-off, counterclaim or cross demand. We reserve the right to have User Licences revoked and withdraw IT Supplies if payment is not received for the Software and/or Hardware within 30 days of Our Invoice date (or in accordance with any other payment terms which are agreed between the Parties).
- b. Title to Media and/or Hardware shall not pass until full payment of the relevant Fees and all other monies due from You to Us have been paid.
- c. In addition to the Fees (and unless the parties agree otherwise) You shall pay any delivery charges associated with the delivery of Media and/or Hardware to Us and/or to You.

6. Delivery

- a. Where applicable, We agree to deliver Media and/or Hardware to You. Any delivery times provided by Us to You are estimates only and time of delivery of Media and/or Hardware shall not be of the essence.
- b. We may deliver Media and/or Hardware in instalments.
- c. Risk in Media and/or Hardware shall pass on delivery.
- d. You shall be responsible (at the Your own cost) for preparing the delivery location for the delivery of the Hardware and for the provision of all necessary access and facilities reasonably required to deliver and install the Hardware. If We are prevented from carrying out delivery or installation on the specified date because no such preparation has been carried out, We may levy additional charges to recover Our loss arising from this event.

7. Returns/Cancellation

- a. As a reseller of Software and Hardware, We are subject to the return and cancellation policies of the relevant supplier of the Software and Hardware. We shall provide reasonable efforts to assist You in cancelling and/or returning the Software and/or Hardware in accordance with the relevant return and/or cancellation policies of the supplier applicable to the Software and/or Hardware.

8. Warranty

- a. We warrant that Media will be of satisfactory quality on delivery but otherwise all warranties and conditions that may apply to the Software are excluded to the fullest extent permitted by law.
- b. You acknowledge that We do not manufacture the Hardware, We therefore, exclude all warranties, conditions and implied terms to the fullest extent possible in relation to such Hardware.