

TERMS AND CONDITIONS OF SALE

These Terms of Sale shall apply to and form part of all Brookcourt Quotations and shall take precedence over any terms proposed by the Customer. The Customer's issuance of a Purchase Order in response to a Brookcourt Quotation shall constitute acceptance of these Terms in full.

1. Definitions

"Buyer" shall mean the person (s) or corporate body placing an order with Brookcourt Solutions under these conditions of sale.

"Brookcourt Solutions" shall mean Brookcourt Solutions Limited a company incorporated in England and Wales whose registered number is 05356175 and whose registered office is at 22 Great James Street, London, England WC1N 3ES.

"Goods" shall mean items and/or services to be provided to the Buyer by Brookcourt Solutions under these conditions of sale.

2. Application

- Brookcourt Solutions enters into contracts for the supply of goods, including, for the avoidance of doubt, software and/or services in accordance with these terms and conditions of sale, and/or any special terms and conditions notified by Brookcourt Solutions. The Buyer accepts that these terms and conditions shall prevail between Buyer and Brookcourt Solutions to the exclusion of all other terms, whether express or implied. In the event of any conflict between any Brookcourt Solutions special terms and conditions and these terms and conditions, the Brookcourt Solutions special terms and conditions shall prevail. No variation of these terms and conditions shall be valid unless agreed in writing by a duly authorised representative of Brookcourt Solutions.
- Where Brookcourt Solutions acts as agent only in procuring a contract for services, such as third party maintenance, or third party internet services, the terms and conditions governing such contract shall be those of the third party provider, copies of which are available from Brookcourt Solutions on request.

3. Acceptance of Orders

- All quotations are made and all orders are accepted only upon and in accordance with these terms and conditions. Each order by the Buyer shall be an offer. No order is binding until accepted by

Brookcourt Solutions. No variation of these Conditions may be made unless agreed to in writing by an authorised representative of Brookcourt Solutions.

- Charges will be invoiced according to the quoted terms set down by Brookcourt Solutions, and accepted by the Buyers' reciprocal purchase order and instructions to proceed.

4. Prices

- All prices quoted are valid for the period specified in the quotation and are exclusive of VAT and all other applicable taxes, duties and delivery
- For services work undertaken by Brookcourt Solutions, the following terms apply:
 1. All services work undertaken by Brookcourt Solutions for or on behalf of the Buyer will be charged at current rates. Unless stated otherwise (by prior written agreement between Brookcourt Solutions and the Buyer), all rates exclude travelling time and expenses.
 2. Unless by prior written agreement between Brookcourt Solutions and the Buyer, a day consists of 5 normal working hours plus 1 hour for lunch. All hours worked over and above this, or outside normal daytime working hours will be charged at the standard overtime rate for the relevant price stratum.
 3. The first two hours travelling time for each working day are free.
 4. Brookcourt Solutions reserves the right by giving notice to the Buyer at any time before delivery to increase the price of services to reflect any increase in the cost to Brookcourt Solutions which is due to any factor beyond the control of Brookcourt Solutions.

5. Delivery

- All delivery dates quoted are estimates only and are not Whilst every endeavour is made to comply with delivery dates Brookcourt Solutions shall have no liability whatsoever for any delay in dispatch or delivery.
- Where the delivery of Goods and/or the supply of Services requires Brookcourt Solutions to be on site at Buyer's premises, the Buyer will provide to Brookcourt Solutions access to all information and facilities reasonably required by Brookcourt Solutions for the delivery of such Goods or the performance of such Services, and Buyer shall provide safe working conditions for Brookcourt Solutions.
- The services shall be performed by Brookcourt Solutions at the location on the dates specified in the quotation.
- The buyer shall not be entitled to reject a delivery of the Goods on the basis that an incorrect volume of Goods has been supplied.
- If the buyer fails to accept delivery of the Goods, Brookcourt Solutions shall store and insure the Goods pending delivery and the Buyer shall pay all the costs and expenses incurred by Brookcourt Solutions in doing so.
- Brookcourt Solutions shall not be liable for any delay in or failure of performance caused by the Buyer's failure of performance caused by the Buyer's failure to make the address for delivery available or the Buyer's failure to prepare the address for delivery in accordance with the instructions of Brookcourt Solutions where applicable or Force Majeure.

6. Damage or Loss in Transit

- The risk in the goods shall pass to the buyer on delivery to the address specified by the In the event of the goods being damaged or incomplete the buyer shall immediately notify Brookcourt Solutions. The Buyer shall also immediately notify Brookcourt Solutions if the goods are not received by the Buyer within 7 working days of the invoice date.

7. Payment

Payment is due within 30 days from the date of invoice provided that the Buyer maintains satisfactory credit rating. In the absence of a satisfactory credit rating, payment is due before delivery at a time to be specified by Brookcourt Solutions. The Buyer agrees to pay interest on late payments at the rate of 5% per annum above the base rate for the time being of the Bank of England from the due date until payment is received in full. Brookcourt Solutions shall also be entitled to recover reasonable costs incurred in pursuing payment, including legal fees.

8. Package, Postage or Carriage

Charges for packing and postage or carriage will be made on each delivery requested by the Buyer.

9. Title

1. The goods shall remain the sole and absolute property of Brookcourt Solutions until such time as the Buyer shall have paid to Brookcourt Solutions the agreed price together with the full price of any other goods subject to any other contract with Brookcourt
2. Until such payment the Buyer shall be in possession of the goods solely as bailee for Brookcourt Solutions in a fiduciary capacity and shall store the goods in such a way as to enable them to be identified as the property of Brookcourt
3. Brookcourt Solutions reserves the immediate right of repossession of any Goods to which it has obtained title as aforesaid which right shall become exercisable if the Buyer shall exceed its credit limit without Brookcourt Solution's prior written authority or become unable to pay its debts as they fall due and for this purpose the Buyer hereby grants an irrevocable right and license to Brookcourt Solutions, its servants and agents to enter upon its premises with or without vehicles during normal business hours. Thereafter Brookcourt Solutions reserves the right to re-distribute the said Goods. The rights conferred on Brookcourt Solutions by this sub-paragraph shall be without prejudice to any accrued rights of Brookcourt Solutions under these Conditions or
4. In the event of repossession, Brookcourt Solutions reserves the right to charge the Buyer for reasonable costs associated with retrieval, storage, and resale of the Goods. Any resale shall be at Brookcourt Solutions' discretion, and any shortfall in recovery of outstanding payments shall remain due from the Buyer.

10. Rental of Goods

Where Brookcourt Solutions agrees to supply Goods to Buyer on a rental basis, Buyer agrees to keep such goods insured to their full value by a reputable insurer; to permit the use of such goods only in accordance with the manufacturer's instructions by properly trained personnel; to keep such Goods on the premises of Buyer notified to Brookcourt Solutions as the delivery address and not to move such Goods from such address without Brookcourt Solutions' prior written consent; to return such Goods to Brookcourt Solutions

at the end of the agreed rental period at Buyer's expense, in good condition and with all original packaging, cables and documentation intact.

11. Software Licences and Maintenance

- The Buyer acknowledges that any software supplied is supplied subject to the terms and conditions of the software manufacturer's License and the Buyer agrees to comply with those terms and conditions.
- The Buyer acknowledges that the support for any Software supplied, apart from warranty considerations, shall be limited to that defined in a separate support In the absence of a support agreement there shall be no obligation to supply support and that any support supplied shall be at the discretion and by the goodwill of Brookcourt Solutions and/or the software manufacturer.

12. Confidential Information

All information relating to either Party's business, products, or services that one Party (Brookcourt Solutions or Buyer) discloses to the other (whether provided orally, in writing, or in any other form, and whether or not marked as confidential) shall be treated as confidential by the receiving Party ("Confidential Information"). The receiving Party shall not use or disclose any Confidential Information except as necessary to perform its obligations under this Agreement. These confidentiality obligations remain in effect for five (5) years from the date of disclosure; however, any trade secrets included in the Confidential Information shall be protected **indefinitely**. These obligations shall not apply to any information that:

- now or later comes into the public domain other than by breach of this clause 12;
- is in the possession of the recipient with full right to disclose prior to receiving it from the other party;
- is independently received by the recipient without using information supplied by the discloser;
- is required by law or a regulatory authority to be disclosed or otherwise by the provisions of a contract.

13. Warranties

- Brookcourt Solutions warrants that it has good title to or licence to supply the Goods to the buyer.
- Subject to the following limitations, should the Goods prove defective in materials or workmanship under normal operational service new goods will be repaired or replaced only in accordance with any warranty cover and terms provided by the manufacturer of the goods, and second-hand goods, if proven defective within 30 days of delivery, will be repaired or replaced or the purchase price refunded at Brookcourt Solutions' option.

PROVIDED THAT any warranty shall not apply if:

1. the condition of the Goods is as a result of improper use or the operation of the Goods outside the specified environmental conditions or the instructions of Brookcourt Solutions;
2. the condition of the Goods is the result of any incident after the delivery including but not limited to fire, flood and any attempt of the Buyer or a third party to repair the
3. the condition of the Goods is as a result of modifications made by any party other than Brookcourt Solutions or its authorised agent.

- Buyer acknowledges that it is the responsibility of Buyer to ensure that the Goods meet Buyer's requirements
- No Goods may be returned without Brookcourt Solutions' written consent.
- Brookcourt Solutions shall not be liable in respect of any variation in the manufacturer(s) specification for the Goods.
- Except as set out in this clause 13, Brookcourt Solutions makes no warranty or representation in relation to the Goods and/or Services.
- All warranties and conditions (including the conditions implied by ss12-16 of the Supply of Goods and Services Act 1982 and ss13-15 of the Sale of Goods Act 1979), whether express or implied by statute, common law or otherwise are excluded to the extent permitted.
- The Buyer warrants that any design material, instructions, technical and non-technical information furnished or given by it are not libelous or such that will cause Brookcourt Solutions to infringe any copyright, registered designs, or any intellectual property rights or any legislation for the time being in force in the United Kingdom in the performance of the
- Brookcourt Solutions makes no representation or warranty that the Goods or Services will be suitable for any particular purpose, whether or not such purpose has been communicated to Brookcourt Solutions by the Buyer. The Buyer is solely responsible for determining the suitability of the Goods or Services for its intended purpose before purchase.

14. Indemnity and Third-Party Terms

- The Customer shall indemnify, defend and hold harmless Brookcourt, its Affiliates, officers, employees and agents from and against any and all third-party claims, actions, liabilities, losses, damages, costs and expenses (including reasonable legal fees) arising out of or in connection with:

(i) Unauthorised Use of Materials – the Customer's unauthorised use, reproduction or distribution of any third-party software, data or other materials;

(ii) Breach of Laws – any breach by the Customer of applicable law in connection with the Services or Deliverables;

(iii) Misuse/Non-conforming Use – the Customer's use of the Services, Deliverables or Products in a manner not authorised by, or otherwise inconsistent with, this Agreement;

(iv) Violation of Third-Party Licence Terms – the Customer's use of any Products or Deliverables contrary to the licence terms, usage limits or other restrictions of Brookcourt's licensors or other third-party providers, including any excess consumption beyond agreed metrics ("Overage") regardless of whether such terms were expressly provided with the Quotation.

- The Customer shall be liable for— and shall promptly reimburse Brookcourt on demand for—any fees, penalties or overage charges imposed by such third-party providers that result from the Customer's breach of paragraph 14 (a). including any failure to comply with the relevant EULA or equivalent terms of use.
- The Customer acknowledges that certain third-party Products may be subject to licence terms imposed directly by the third-party provider ("Third-Party Terms"), and agrees to comply with such terms as a condition of use. Where such terms are not attached to the Quotation or otherwise provided by Brookcourt, the Customer shall obtain them directly from the relevant provider's website or request them from Brookcourt in advance of purchase.

- Brookcourt shall give the Customer prompt written notice of any claim for which indemnity is sought and shall not settle any such claim without the Customer's prior written consent (not to be unreasonably withheld or delayed).

15. Intellectual Property

- All intellectual property rights in the services, deliverables, software, and associated materials provided by Brookcourt or its licensors shall remain the property of Brookcourt or its respective third-party licensors.
- The Customer shall receive a non-exclusive, non-transferable licence to use such deliverables solely for its internal business purposes and strictly in accordance with the agreed scope.
- Nothing in this Agreement shall operate to assign or transfer any ownership of IPR to the Customer. The Customer shall not:

(i) copy, reverse engineer, modify, or distribute any software or materials provided;

(ii) remove any proprietary notices or branding.

- Third-party licence terms shall apply where relevant and shall prevail in the event of conflict.

16. Data Protection

Where Brookcourt processes any personal data on behalf of the Customer, it shall:

(i) act only on the documented instructions of the Customer;

(ii) Implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk;

(iii) Assist the Customer with data subject rights requests and compliance with Articles 32 to 36 of the UK GDPR;

(iv) Ensure that persons authorised to process personal data are bound by confidentiality;

(v) Not transfer personal data outside the UK without appropriate safeguards in place.

- Upon termination, Brookcourt shall return or securely destroy personal data unless required to retain it by law.

17. Limitation of Liability

- Save in the event of physical injury or death caused by the negligence of Brookcourt Solutions or its employees or agents, the total aggregate liability of Brookcourt Solutions (including its employees, agents, or subcontractors) under or in connection with these terms and conditions, whether in contract, tort (including negligence), misrepresentation, or otherwise, shall in no circumstances exceed £500,000 in aggregate for all claims arising in any consecutive 12-month period.
- Except as stated in Clause 17a), Brookcourt Solutions shall not be liable for any indirect or consequential loss or damage, including but not limited to loss of profits (whether direct or indirect), loss of business, loss of opportunity, loss of goodwill or reputation, loss of anticipated savings, or loss or corruption of data, however caused.

18. Termination

- Brookcourt Solutions may terminate any contract it has with the Buyer at any time with immediate effect, by giving notice in writing to the Buyer if the Buyer commits a material breach of any of its obligations under these terms and conditions or under any contract entered into with Brookcourt Solutions, (and where such breach is capable of remedy, has not been remedied within fifteen days of receipt of a written notice from Brookcourt Solutions requiring that the same be remedied).

19. Effect of Termination

- On termination of any contract between Brookcourt Solutions and Buyer, each party shall promptly return to the other any materials or equipment belonging to the other which was delivered under, or in connection with the contract which has been
- Any termination of any contract between Brookcourt Solutions and Buyer shall not affect any accrued rights and liabilities of either

20. Non-solicitation

During, and for a period of twelve (12) months after termination of any contract between the parties, neither party shall seek to entice away from the other's employment any employee involved in the performance of that contract. The parties agree that if either party breaches this clause, the breaching party shall pay the non-breaching party liquidated damages equal to 50% of the employee's gross annual salary at the time of departure. The parties acknowledge that this sum represents a genuine pre-estimate of loss and is not a penalty.

• . Export

Notwithstanding any other provision of these Conditions of Sale the Buyer shall comply with all the relevant export Laws including United States export laws.

• . Force Majeure

Neither Brookcourt Solutions nor the Buyer shall be under any liability for any failure to perform any or all of their obligations under these conditions if such failure shall be due to any circumstances beyond the reasonable control of the parties including (without limitations) acts of God, war, terrorism, civil unrest, epidemic or pandemic, government actions, fire, flood, labour disputes, power failure or any failure by a manufacturer to meet its delivery estimates (Force Majeure Event). The affected party shall: (a) notify the other party promptly of the Force Majeure Event; (b) use reasonable endeavours to mitigate the effect of the Force majeure Event. If the Force Majeure Event prevents performance for a continuous period of more than 30 days, either party may terminate this Agreement by written notice.

19. Waiver

The failure by Brookcourt Solutions or the Buyer to enforce at any time any one or more of these Conditions of Sale shall not be a waiver of these Conditions or of the right at any time subsequently to enforce these Conditions of Sale.

20. Law

These Conditions shall be governed by English law and any disputes arising there from shall be subject to the non-exclusive jurisdiction of the English Courts.

