

iOCO Solutions Limited
CONDITIONS OF SALE

1. INTERPRETATION

In these Conditions:-

"Authorised Representative" means an employee of iOCO Solutions Limited who has been authorised by the respective board of iOCO Solutions and who is acting expressly in that capacity. A list of Authorised Representatives will be provided on request;

"iOCO Solutions Limited Procedures" means the procedures of the company relating to returns and warranty for the time being in force (details of which are available upon request and which form part of these terms;

"Conditions" means the standard terms and conditions of sale, licence and supply set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between You and an Authorised Representative;

"Contract" means the sale and purchase products & services;

"Product" means the Software license or third party software which iOCO Solutions supplies in accordance with these Conditions;

"Services" means the services described in the SoW including without limitation analysis training installation and consultancy which iOCO Solutions supplies in accordance with these Conditions;

"P&S" means the Products & Services we may provide;

"SoW" means the Scope of Works which we will prepare before we provide any Services;

"Writing" "Written" includes facsimile or electronic transmission (including e-mail) and comparable means of communication;

"You/Your" means the buyer of products & services.

The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. THE CONTRACT

- 2.1 iOCO Solutions shall sell and You shall purchase P&S in accordance with any order You give which is accepted by iOCO Solutions subject to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions (including Your own) even if You have contracted or purported to transact on Your terms.
- 2.2 No variation to these Conditions shall be binding unless agreed in Writing and signed by an Authorised Representative.
- 2.3 Save in the case of fraud iOCO Solutions shall not be liable for any advice or representation provided to You before a contract is made unless the advice is in Writing and signed by an Authorised Representative.
- 2.4 Where there is an error in information provided by iOCO Solutions we can correct it without any liability on our part and we retain the right to cancel an order in this event.
- 2.5 The supply of P&S may be subject to external controls e.g. export controls. It is Your responsibility to obtain any necessary consents although iOCO Solutions will co-operate in this provided You meet any expense.
- 2.6 You shall comply and shall make sure that any Users shall comply with the terms of any licensed third party software.

3. ORDERS AND SPECIFICATIONS

- 3.1 You may place an order in Writing. An order shall be deemed to be accepted by iOCO Solutions on the despatch of an Order Confirmation to You or by iOCO Solutions commencing fulfilment of the order. All Written communication is recorded and archived.
- 3.2 iOCO Solutions may change the specification of P&S where there is no material adverse effect on quality or performance or to comply with applicable safety or other statutory requirement.
- 3.3 Both parties are responsible for ensuring that no infringement of a third party's intellectual property rights will result from processing P&S in accordance with specifications/instructions given by either party.
- 3.4 All information iOCO Solutions provides on Product is based on information from the vendor. This is liable to change without notice. Accordingly Product will be supplied with the specifications and information current at the time of supply. Any compliance information is passed on by iOCO Solutions from the vendor without liability.

4. PRICE

- 4.1 The price of P&S shall be iOCO Solutions' quoted price (whether provided orally or in Writing). All prices quoted are valid on the day of publication and are subject to change and availability of P&S unless otherwise specified in Writing.
- 4.2 Except as otherwise agreed in Writing where iOCO Solutions agrees to arrange delivery of the P&S we will charge You for that delivery. Full details are available on request.
- 4.3 The price is exclusive of any applicable value added tax, which You shall be additionally liable to pay to iOCO Solutions.
- 4.4 iOCO Solutions reserves the right to charge a minimum order fee.

5. TERMS OF PAYMENT

- 5.1 Subject to any agreement in Writing, iOCO Solutions shall be entitled to invoice You (i) for Product on the earlier of delivery or notification to You that Product is available for collection/delivery; (ii) for Services on completion of the SoW or against an agreed schedule and (iii) immediately for any charges under the relevant clauses of this agreement. Invoices may be delivered to You electronically.
- 5.2 You shall pay the price of P&S in the currency denoted in the invoice within 30 days of the invoice date (unless a shorter time is agreed in Writing) even if property in P&S has not passed to You. Time for payment shall be of the essence. Receipts for payment will not be given unless requested. iOCO Solutions may at any time demand that You make immediate early payment of invoices if we certify that we have reasonable grounds to doubt Your continued creditworthiness.
- 5.3 Payment will only be effective once iOCO Solutions' bank account is irrevocably credited with the amount due.
- 5.4 If You or any company in Your group (if appropriate) fail to pay on time or breach any other provision of this or any other contract with iOCO Solutions or if there is default under Condition 11.2 then You shall be deemed to have repudiated each contract and we shall be entitled to exercise our rights under Conditions 7.4 and/or 11.1 and appropriate any payments made by You against any outstanding invoices as we may think fit (notwithstanding any purported appropriation by You). Statutory interest (and costs incurred in collecting debts) will be charged on overdue invoices as provided by statute under the Late Payment of Commercial Debts (Interest) Act 1998 or subsequent legislation. Such interest shall be charged from the date the invoice was due for payment until payment (both before and after any judgement, unless ordered otherwise). Interest will be compounded on the first day of each calendar month.
- 5.5 You have no rights to withhold payment by reason of any alleged breach of warranty or other obligation of iOCO Solutions. In such circumstances Your sole remedy are the provisions set out in Condition 8. You also have no right to set off payments due.

6. DELIVERY, ACCEPTANCE AND CANCELLATION

- 6.1 All Product shall be delivered ex works from iOCO Solutions' shipping point /distribution centre unless otherwise agreed in Writing.
- 6.2 Any dates quoted for delivery are approximate only and iOCO Solutions shall not be liable for any delays howsoever caused. Subject to 6.3 and unless agreed otherwise in Writing time for delivery shall not be of the essence. Product may be delivered by iOCO Solutions in advance of the quoted delivery date subject to Written confirmation.
- 6.3 Subject to agreement Product may be delivered in instalments in which case each delivery shall constitute a separate Contract and any rights which You may obtain in respect of one Contract shall not apply to any other Contract.
- 6.4 Any discrepancy in shipment quantity must be notified in Writing to iOCO Solutions within 48 hours of receipt of Product and whenever possible recorded on the proof of delivery paperwork.
- 6.5 You should refuse to accept damaged Product. Failing this damage must be recorded on the proof of delivery paperwork. Within 48 hours of delivery (or attempted delivery) You must also provide Written notification to us of the damage.
- 6.6 Acceptance will be deemed to have taken place unless Written notice of rejection is received by iOCO Solutions within 3 working days of delivery. You waive any right to revoke acceptance thereafter.
- 6.7 You may not cancel an order for Product except with the prior Written consent of iOCO Solutions and You must indemnify iOCO Solutions in relation to all losses resulting from such cancellation. If iOCO Solutions agrees to a cancellation we may impose a cancellation fee. iOCO Solutions' agreement to a cancellation will not bind us on any future request for cancellation.

6.8 If You cancel an order for Services prior to their commencement iOCO Solutions reserves the right to levy a cancellation charge. Where notification is given within the following time periods prior to commencement date as specified in the Order Confirmation the following charges will apply:

- 6.8.1 100% of price payable where notification within 1 working day;
- 6.8.2 50% of price payable where notification within 2-5 working days;
- 6.8.3 25% of price payable where notification within 6-10 working days;
- 6.8.4 No charge where notification in excess of 10 working days

7. RISK AND PROPERTY

- 7.1 Risk shall pass to You at the time Product is delivered by iOCO Solutions in accordance with clause 6.1 above. iOCO Solutions does not accept any liability for loss or damage caused by a carrier. Once Product is Your responsibility You must keep it fully insured until You own it. You shall on demand produce evidence of this insurance to iOCO Solutions. Until the full price for Product has been paid You shall hold the policy and proceeds of insurance to the extent of the unpaid price on trust for us.
- 7.2 The ownership of Product shall not pass to You until we have received in cash or in cleared funds payment in full for the Product or any other products sold or agreed to be sold to You under this or any other Contract (or any group company of which You are part). You have no right to pledge, charge, encumber or otherwise dispose of Product or any interest therein or purport to do so until You own it.
- 7.3 Until such time as You own Product You shall hold it on behalf of iOCO Solutions and shall retain possession of it in good order and condition properly stored and protected and identified as iOCO Solutions' property and shall (in the absence of proof to the contrary) be deemed to deal with it and other like product supplied by iOCO Solutions on a 'first in first out basis'.
- 7.4 If there is an event of default under Condition 11.1 then we may Write to You revoking our consent for You to retain possession of, and any express or implied authority to sell use or consume any Product which You do not own. We can require You to deliver Product up to us (and You shall forthwith do so) failing which we may repossess and in order to do so may enter Your premises or that of any third party where Product is or is thought to be without liability for any resulting damage and against the consequences of which You shall indemnify iOCO Solutions and we may re-sell Product.
- 7.5 No title shall pass in any third party software supplied to You.

8. RETURNS AND RECTIFICATION

- 8.1 Return of Product by You must be in compliance with iOCO Solutions Procedures and if You fail to comply iOCO Solutions reserves the right to levy an administration charge (equal to 10% of the Product price subject to a minimum of £20). Failure to comply with the iOCO Solutions Procedures may also invalidate any warranty and in certain cases may result in Product being destroyed for which You will still be liable to pay. A restocking fee may also be applied.
- 8.2 No returns will be accepted without a Return Materials Authorisation ('RMA') number which may be issued by iOCO Solutions at its sole discretion. Returns must be in original manufacturer's shipping cartons complete with all packing materials. All Product for return shall be returned freight prepaid by You in the manner specified in the RMA. You must tell us in Writing what You wish us to do with any ineligible returns within seven days of notification of ineligibility. Otherwise we reserve the right to dispose of the Product and charge You for any costs incurred. We do not accept any responsibility for ineligible returns.

9. WARRANTIES AND LIABILITY

- 9.1 In the case of defective Product, iOCO Solutions shall pass on to You the benefit of any warranty supplied to us by the manufacturer so far as we are able to and provided that You comply with Condition 8. Further iOCO Solutions warrants that any Services provided to You (or to an End User at Your direction) will be provided using reasonable skill and care and as far as possible in accordance with the SoW. The above warranty excludes all other warranties and/or representations relating to the P&S.
- 9.2 iOCO Solutions shall be under no liability (a) in respect of any defect in any P&S supplied arising from any drawing design End User requirement or specification supplied by You or End User (b) for any loss of damage to or disclosure of data either contained in Product returned to iOCO Solutions or arising from the supply of Services by iOCO Solutions (and it is Your responsibility to take all adequate back-up and confidentiality precautions) (c) in respect of any defect arising from fair wear and tear wilful damage negligence abnormal working conditions or failure to follow instructions given by us or the manufacturer or (d) if the total price for Product has not been paid by the due date for payment.

- 9.3 Where iOCO Solutions is providing P&S to You or an End User You are solely responsible for determining Your or the End User's requirements and for ensuring that P&S is satisfactory for the purpose for which it is required and has overall sufficient functionality and compatibility. Where You fail to do this any assessment made by iOCO Solutions shall be accepted as binding between You and iOCO Solutions.
- 9.4 You shall ensure that (a) warranty claims are validly made (b) no Product returned to iOCO Solutions contains any viruses or defects (c) all warning labels and instructions applicable to Product are not tampered with and/or removed before such Product is sold on or otherwise transferred (d) all serial numbers of Product are recorded and that proper records are kept to enable Product to be traced to any third party and (e) we are allowed reasonable access to such records.
- 9.5 Save in the case of death or personal injury due to negligence or as specified in this Clause, the extent of either party's liability to the other for being in breach of contract or tort shall be limited to the amount paid to and retained by iOCO Solutions under this Agreement and neither party shall be liable for any indirect consequential or economic loss or damage (whether for loss of profit or otherwise), which arises out of or in connection with the supply of P&S or the use by You of P&S. The total direct liability for iOCO Solutions for either a breach of the Data Protection Agreement or for a breach of third party intellectual property rights (save as provided for under clause 3.3) will be limited to £1,000,000.
- 9.6 iOCO Solutions is entitled to treat as conclusive any representation from a person who is or appears to be Your employee representative or agent and in iOCO Solutions' reasonable opinion has the requisite authority.

10. INDEMNITY

Subject to Clause 9.5, either party shall be indemnified (the "Indemnitee") by the other party (the "Indemnitor") for any loss or damage suffered by the Indemnitee for a breach of clauses 2.6 or 3.3.

11. EVENTS OF DEFAULT

11.1 If an event of default occurs iOCO Solutions can without prejudice to any other right or remedy available to it send notice to You in Writing to (a) terminate or cancel the Contract and to cancel the licence to use any third party software (b) suspend any further deliveries or provision of P&S (c) suspend any warranty or other support for any P&S we have supplied (d) demand that any sums owed by You are immediately due and payable (e) set off any amounts on any account whatsoever and (f) exercise our rights under Condition 7.4.

11.2 An event of default will take place if (a) You make any voluntary arrangements with Your creditors or become subject to an administration order or (being an individual or firm) become bankrupt or (being a company or partnership) go into any form of liquidation, winding up, dissolution or insolvency procedure (otherwise than for the purposes of amalgamation or reconstruction) or anything analogous to the foregoing occurs in relation to You in any jurisdiction (b) someone takes control of all or part of Your assets (c) You cease or threaten to cease to carry on business (d) iOCO Solutions reasonably apprehends that any of the events mentioned above is about to occur and notifies You accordingly or (e) iOCO Solutions becomes entitled to exercise any of our rights under Condition 5.4.

12. CONFIDENTIAL INFORMATION

12.1 All information which comes to the knowledge of either of us concerning the other's respective operations including but not limited to price specific information supplied by iOCO Solutions to You shall be treated as confidential. It must not be disclosed to any third party without the prior consent in Writing of the party to whom the information relates unless the information was (a) known beforehand (b) becomes publicly available through no breach of confidentiality (c) is received in good faith from a third party who has no obligations of confidence in respect of such information or (d) is required to be disclosed by a court of law or similar body.

13. MODERN SLAVERY ACT TRANSPARENCY STATEMENT

13.1 Modern slavery is a crime and a violation of fundamental human rights. It takes various forms, such as slavery, servitude, forced and compulsory labour and human trafficking, all of which have in common the deprivation of a person's liberty by another in order to exploit them for personal or commercial gain. We have a zero-tolerance approach to modern slavery and we are committed to acting ethically and with integrity in all our business dealings and relationships and to implementing and enforcing effective systems and controls to ensure modern slavery is not taking place anywhere in our own business or in any of our supply chains.

We are also committed to ensuring there is transparency in our own business and in our approach to tackling modern slavery throughout our supply chains. We expect the same high standards from all of our contractors, suppliers and other business partners, and as part of our contracting processes, we include specific prohibitions against the use of forced, compulsory or trafficked labour, or anyone held in slavery or servitude, whether adults or children,

14. GENERAL

14.1 Any notice required or permitted to be given under these Conditions shall be in Writing addressed to the receiving party at its registered office or principal place of business. Any signature given by way of electronic signature shall be deemed by the receiving party to have been given by the signatory at the time represented and to be binding upon that party.

14.2 Neither of us will be liable to the other for any delay or failure under the contract (apart from Your failure to pay) if the delay or failure was due to force majeure or any cause beyond reasonable control.

14.3 If we waive Your breach of any provision of any Contract that will not be treated as a waiver of any other or subsequent breach of the same or any other provision of that or any other Contract. iOCO Solutions' rights under these Conditions are in addition to any other rights which iOCO Solutions may have under the general law or otherwise. If 'You' comprises two or more persons, Your obligations are joint and several.

14.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

14.5 None of these terms are enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person/party who is not a party to the Contract.

14.6 These Conditions and all Contracts shall be governed by and construed in accordance with English law **SAVE THAT** in the case of Product to be delivered by us or You to premises in Scotland these conditions shall be governed by Scottish law.

14.7 Any special terms for P&S to be supplied outside the United Kingdom shall be specified in the Order Confirmation.

01-Sep-21