

1 DEFINITIONS

"**Buyer**" means the company, firm, body or person so named in the Order;
 "Conditions" means these terms and conditions;
 "Contract" means the contract between the Buyer and the Seller consisting of the Order, and these Conditions;
 "Customs Free Zone" means a part of the territory of a country where any goods introduced are generally regarded, insofar as import duties and taxes are concerned, as being outside the customs territory of that country, and are not subject to the customs controls that would otherwise apply. Commonly referred to as export processing zones (EPZ), Special Economic zones (SEZ), Free Trade Zones (FTZ) or Free ports;
 "Electronic Document(s)" means, without limitation, any online Order, online e-mail communication between authorised persons, acknowledgements, invoices and/or any online transaction capable of acceptance by its intended recipient;
 "Intellectual Property Rights" means the patents, inventions, registered designs, copyright, database rights and design rights, semiconductor topography rights, trademarks, service marks, logos, domain names, business names, trade names, moral rights, and all registrations or applications to register any of the aforesaid items in any country or jurisdiction;
 "Order" means the order issued by or on behalf of the Buyer to the Seller for the purchase of the Products and/or the performance of the Services;
 "Parties" means the Buyer and the Seller (each a Party);
 "Personal Data" has the meaning given in the Data Protection Act 2018;
 "Price" means the sum to be paid by the Buyer to the Seller for the purchase of the Products and/or the performance of the Services the subject matter of an Order;
 "Products" means the products set out in an Order (including without limitation Resold Services);
 "Provider" means the third-party provider of any Resold Services;
 "Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006;
 "Resold Services" means the third party services (such as but not limited to cloud services or third party maintenance) specified in the Order to be purchased by the Seller from the Provider and resold to the Buyer.
 "Resold Services Terms" means the Provider's terms and conditions for the provision of the Resold Services as made available by the Provider and amended by the Provider from time to time including any additional appended to these Conditions by Seller;
 "Seller" means Computacenter (UK) Limited;
 "Services" means the work and/or services specified in the Order to be performed by the Seller for the Buyer upon acceptance of the same;
 "Web Platform" mean a third party portal or platform for the purchasing of Products or Services supplied by Seller such as but not limited to Amazon Web Services and Google Marketplace.

2 GENERAL

2.1 Any Order placed upon a quotation or otherwise shall only be accepted expressly by the Seller and entirely at the discretion of the Seller and if so accepted shall be accepted subject only to these Conditions.
 2.2 These Conditions shall apply to the Contract and shall prevail over any contrary, different or additional terms or conditions howsoever communicated by the Buyer.
 2.3 No other agreement, representation, promise, undertaking or understanding of any kind unless expressly confirmed in writing by an authorised representative of the Seller shall add, vary or waive any of these Conditions.
 2.4 Headings to clauses in these Conditions are included for ease of reference only. These Conditions apply to Services in the same way as they apply to Products.
 2.5 A reference to any statute or statutory instrument shall be construed as including a reference to any modification, extension or re-enactment thereof from time to time.

3 SPECIFICATION

3.1 The published specification of the applicable manufacturer, provider or licensor shall be the sole specification for any Products supplied. The written specification agreed between the parties shall be the sole specification for any Services provided. No other specification, descriptive material, written or oral representation, correspondence or statement, promotional or sales literature shall form part of or be incorporated by reference into the Contract.

4 PRICES

4.1 The Seller's price list shall not form part of the Contract.
 4.2 The Price does not include unless otherwise specified:
 4.2.1 any value added tax and any other tax or duty relating to the manufacture, transportation, export, import, sale or delivery of the Products or performance of the Services;
 4.2.2 any cost of effecting delivery;

4.2.3 any special packing, alteration or modification to the Order required by the Buyer;
 4.2.4 any insurance.
 4.3 The Price shall be in the currency stipulated by the Seller.

5 TERMS OF PAYMENT

5.1 Save in the case of a bona fide dispute notified to the Seller within 7 days of receipt of invoice (and in which case all undisputed amounts shall be payable in any event) all invoices shall be paid within 30 days of the date of the invoice.
 5.2 A counterclaim or set-off shall not entitle the Buyer to withhold payment.
 5.3 The Seller shall be entitled to charge interest at the Barclays Bank PLC base rate plus 3% per annum on outstanding payments from the date of delivery up to and including the date payment is received by the Seller.
 5.4 In the event that the Buyer fails to make payments in accordance with the provisions of this Condition 5 the Seller shall be entitled, without prejudice to any other rights it may have, to suspend delivery or performance of any outstanding Orders (in whole or in part) without liability until payment in full of all outstanding sums has been made.
 5.5 The Buyer consents to the Seller making credit reference and other enquiries for the purposes of assessing the credit worthiness of the Buyer and holding the results of the same for its records.

6 DELIVERY AND RISK

6.1 Any times for delivery are estimates only and although the Seller will use reasonable efforts to deliver the Products in accordance with the times specified, time is not of the essence.
 6.2 Unless otherwise agreed in writing, the Seller shall be entitled to make partial deliveries by instalments and these Conditions shall apply to each partial delivery.
 6.3 The risk in the Products shall pass to the Buyer on delivery of the Products to the Buyer by the Seller (or by the Seller's nominated carrier) but where the Buyer nominates a carrier other than the Seller to deliver the Products, the risk shall pass to the Buyer upon the earlier of the Products being handed to the Buyer's nominated carrier or leaving the Seller's or applicable supplier's premises.
 6.4 Where the Buyer notifies the Seller that it is unable to take delivery of the Products at the time specified, then provided that the Seller receives such notification at least 7 days before such specified time, the Seller shall endeavour to store the Products at the Buyer's risk and the Buyer shall reimburse the Seller without delay all reasonable costs (including insurance) of such storage incurred by the Seller until such time as the Buyer is able to take delivery. This provision is without prejudice to any other right which the Seller may have in respect of the Buyer's failure to take delivery of the Products or pay for them in accordance with the Contract.
 6.5 Where the Buyer either:
 6.5.1 fails to accept any delivery when due or;
 6.5.2 defaults in making any payment when due,
 then the Seller may cancel or suspend such delivery and/or any further deliveries and the Buyer shall compensate the Seller in full for any loss or expense arising from such cancellation or suspension. Where the Seller is unable to cancel its order with its own suppliers in respect of any Products so cancelled without incurring further cost the Buyer shall pay to the Seller the full the Price in respect of such Products and Seller shall deliver such Products to Buyer as soon as reasonably practicable.

7 DAMAGE IN TRANSIT AND NON-CONFORMANCE

7.1 The Buyer shall examine the Products upon delivery and shall notify the Seller and the courier immediately in writing of any visible damage to or short delivery of the Products.
 7.2 The Buyer shall further notify the Seller in writing within 3 working days of delivery in the event of any other damage to, short delivery of or other non-conformance of the Products.
 7.3 The Seller will replace and deliver free of charge any Products proved to the Seller's reasonable satisfaction as having been damaged in transit missing from the original delivery or where the incorrect item has been delivered. In the event that notification is not received by the Seller within the requisite time the delivery shall be deemed complete.

8 TRANSFER OF PROPERTY

8.1 The Seller warrants that it has good title in the Products and that (pursuant to s12(3) of the Sale of Goods Act 1979 or s2(3) of the Supply of Goods and Services Act 1982, whichever Act applies to the Contract) it will transfer such title as it may have in the Products to the Buyer pursuant and subject to Condition 8.2.
 8.2 Notwithstanding delivery to the Buyer and save in respect of software where title to the same shall remain at all times with the relevant licensor and the licensor of such software shall grant to Buyer a licence to use such software as set out in Condition 16.1, title in the Products shall not pass to the Buyer until the Seller has received the Price in full.
 8.3 Until such payment is made in accordance with Condition 8.2, the Buyer shall take all necessary measures to protect the Products including maintaining adequate insurance therefor; and not dispose of the Products whether by sale or otherwise nor allow any third party right to be created in respect of the same.

8.4 Any resale by the Buyer of Products in which title has not passed to the Buyer shall (as between the Seller and the Buyer only) be made by the Buyer as agent for the Seller.

8.5 So long as the title in the Products remains with the Seller, the Seller shall have the right without prejudice to any obligation of the Buyer to the Seller, to re-take possession of all or any of the Products and for that purpose to go upon any premises (or authorise others to do so) occupied by the Buyer which the Buyer hereby authorises, or to require the Buyer to deliver up to it all or any of the Products.

9 TERMINATION

9.1 If the Buyer becomes insolvent, is presented with a petition for bankruptcy and/or winding up, or in the reasonable opinion of the Seller is likely to go into bankruptcy, receivership or liquidation or commits a breach of the contract, the Seller may forthwith terminate the Contract without incurring any liability to the Buyer.

9.2 Termination shall not affect the continuance in force of any provision hereof which is expressly or by implication to survive the Contract.

10 TUPE

10.1 It is not anticipated that the employment of any person will transfer from the Buyer to the Seller pursuant to these Conditions or any Contract.

10.2 Where any individual is transferred from the Customer to Computacenter by virtue of the Regulations, without limiting any other remedy available to Seller, the Customer agrees to indemnify and hold Computacenter harmless against any liability howsoever arising prior to the date of said transfer.

11 WARRANTY

11.1 In respect of all Products, the Seller will ensure the Buyer receives the benefit of any guarantee or warranty that may have been given to the Seller by a third-party manufacturer or supplier.

11.2 The Seller will on request supply to the Buyer (insofar as possible) details of the terms and conditions of any such guarantee or warranty but the Buyer shall be responsible for instructing itself on the terms of the same and ensuring full compliance with the terms thereof.

11.3 The Buyer shall ensure that the Products are properly serviced, maintained and operated in accordance with the Seller's recommendations (and any guarantee or warranty of the manufacturer or supplier) and are not fitted or used with any parts, accessories or ancillary equipment other than those recommended by the Seller or stated by the Seller to be suitable.

11.4 During the period of any warranty referred to in Conditions 11.1 & 11.2, neither the Buyer nor any third party on behalf of or for the Buyer shall attempt to remedy any defect or to dismantle or otherwise tamper in any way with the Products except in accordance with specific instructions, directions and/or requests of the Seller.

11.5 Save as expressly stated herein, all other conditions, warranties, stipulations or other statements whatsoever concerning the Products, whether express or implied, by statute, at common law or otherwise howsoever are hereby excluded.

11.6 The Seller shall perform the Services with reasonable skill and care.

11.7 The Services shall be performed by suitably qualified and/or experienced individuals.

12 DATA PROTECTION

12.1 Each party shall comply with its obligations in respect of the Data Protection Act 2018, the Regulation of Investigatory Powers Act 2000 (where applicable), and all applicable laws, regulations, codes of practice and industry guidelines relating to the processing of Personal Data and privacy as amended from time to time.

13 RESOLD SERVICES TERMS

13.1 The Buyer acknowledges that use of the Resold Services is subject to its acceptance of and compliance with the Resold Services Terms and that it is responsible for informing itself as to the applicable Resold Service Terms.

13.2 In the event of any conflict between these Conditions and the applicable Resold Services Terms, the Resold Services Terms will take precedence.

13.3 The Buyer shall indemnify the Seller against any loss or damage incurred by the Seller arising out of or in connection with any action brought by the Provider arising out of or in connection with any failure of the Buyer to comply with the Resold Services Terms.

13.4 Where the Buyer is not purchasing Resold Services and raises an Purchase Order for:

13.4.1 Project services the Sellers Standard Framework Agreement shall apply;

13.4.2 Managed services the Sellers Standard Managed Services Agreement shall apply.

14 THIRD PARTY PURCHASING PLATFORMS

14.1 The Buyer acknowledges that where it purchases Products or Services which are supplied by the Seller via a Web Platform:

14.1.1 Buyer is responsible for informing itself of and complying with any additional terms imposed by the provider of such Web Platform;

14.1.2 Seller may impose additional terms in relation to the use of such Web Platform and Buyer agrees to comply with such terms (which will be provided on or before use of such Web Platform);

14.1.3 notwithstanding the use of any Web Platform, it has a primary obligation to pay the Seller for the supply of the applicable Goods or Services and that such obligation is not discharged until Seller has received such payment whether directly from Buyer or indirectly from the provider of such Platform.

15 LIMITATION OF LIABILITY

15.1 Neither party excludes nor limits its liability for personal injury or death arising out of or in connection with its negligence, for fraudulent misrepresentation nor for any other form of loss or damage for which it is not permitted at law to exclude or limit liability.

15.2 Subject to Condition 15.1 and notwithstanding anything contained in these Conditions (other than Condition 15.1) the Seller's liability to the Buyer under the Contract shall not:

15.2.1 in respect of damage to tangible property exceed £1,000,000 in yearly aggregate (such period to commence on the date of delivery of the Products or Services); or

15.2.2 in respect of any and all other direct loss caused by the negligence of or breach of any obligations hereunder of the Seller, its employees, servants and/or agents exceed the Price or £250,000 whichever is the greater.

15.3 Notwithstanding anything contained in these Conditions, the Seller shall not be liable for any indirect, special or consequential loss or damage suffered or incurred by the Buyer arising out of any breach of these Conditions and for the purpose of these Conditions indirect, special or consequential loss shall include, but not be limited to damage to or loss of data or other equipment or property, economic loss or damage, damage to or loss of profits, interest, business, goodwill, contracts, revenues or anticipated savings and the incurring of liability for loss or damage of any nature whatsoever suffered by third parties (including in each case incidental and/or punitive damages).

15.4 In cases where the Seller is asked to recommend Products to meet the Buyer's requirements the Seller does not warrant, represent or undertake that purchase of the Products will satisfy the Buyer's requirements. All recommendations of Products by the Seller are therefore recommendations only and the Seller accepts no responsibility if any Products sold fail to meet the Buyer's requirements or purpose or to achieve any particular level of performance.

16 INTELLECTUAL PROPERTY RIGHTS

16.1 Where the Products include software, the Buyer's attention is drawn to the licence terms imposed by the individual software licensor governing use of such software or such other terms as otherwise directly agreed between Buyer and such licensor which shall apply to the use and/or misuse of such software to the exclusion of all other terms.

16.2 The Seller shall indemnify the Buyer against all third-party claims arising from any infringement or alleged infringement of any Intellectual Property Rights of a third party arising out of or in connection with the purchase or use of any Products supplied by the Seller.

16.3 The Buyer shall indemnify the Seller against all actions, costs (including the cost of defending any legal proceedings), claims, proceedings, accounts and damages arising from any infringement or alleged infringement of any Intellectual Property Rights of a third party by reason of the Seller performing its obligations under the Contract in accordance with the Buyer's instructions, whether express or implied, including, without limitation, the loading of third-party software, the use of designs, drawings or specifications given to the Seller by the Buyer in respect of the Products and Services or the misuse by the Buyer of any third party's Intellectual Property Rights.

17 ANTI BRIBERY AND CORRUPTION

17.1 Each Party shall comply with all applicable laws, statutes, directives and/or regulations relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010, the U.S. Foreign Corrupt Practices Act.

17.2 Neither Party will at any time engage in any activity, practice or conduct that may cause either itself or the other party to contravene the UK Bribery Act 2010 or violate any applicable anti-bribery law.

17.3 Each Party has implemented and will at all times maintain and comply with adequate procedures designed to prevent it or any person in its employment or who conducts work for or on its behalf from engaging in any activity which would constitute an offence under the UK Bribery Act 2010 or violate any applicable anti-bribery law.

17.4 Each Party shall promptly report to the other any request or demand which, if complied with, would amount to a breach of 17.1(above).

17.5 Any breach of this Condition 17 shall be deemed a material breach incapable of remedy entitling the non-defaulting Party to terminate these Conditions and any Contract immediately.

18 MODERN SLAVERY

18.1 In performing its obligations under this Agreement and any Contract, Seller shall and shall ensure that each of its relevant affiliates and subcontractors shall:

- 18.1.1 comply with all applicable laws relating to slavery, servitude and forced or compulsory labour and human trafficking, including but not limited to the Modern Slavery Act 2015; and
- 18.1.2 take reasonable steps to ensure that there is no modern slavery or human trafficking in its supply chains or in any part of its business.

18.2 Seller represents and warrants that neither it nor any of its relevant affiliates or their respective officers, employees or other persons associated with it has:

- 18.2.1 been convicted of any offence involving slavery and/or human trafficking; and
- 18.2.2 to the best of its knowledge, been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

18.3 Seller shall maintain in place throughout the Term of this Agreement and each Contract, its own policies and procedures to ensure compliance with its obligations under this Condition 18 (Modern Slavery).

19 EXPORT CONTROLS

19.1 The Parties shall comply with all relevant export control and sanctions laws and regulations of applicable jurisdictions, including but not limited to those of the European Union and its member states, the United Kingdom, and the United States of America as applicable.

19.2 The Parties acknowledge that the Products (including provision of technical assistance) provided under this Agreement may be subject to restrictions for certain end-uses or end-users. Buyer agrees to promptly inform Seller of any potential end-use which is controlled under applicable law, and not to use, distribute, transfer, or transmit the products, software or technology (even if incorporated into other products) except in compliance with all applicable export laws and regulations.

19.3 As required by applicable law or otherwise reasonably required by the Seller, the Buyer shall provide upon request appropriate end use and end-user certifications to confirm that the Products and/or technology (including provision of technical assistance) will not be used in prohibited applications or exported or re-exported to entities or persons that are subject to trade restrictions under relevant export control laws.

19.4 Each Party will reasonably cooperate with the other and will provide to the other promptly upon request any documents or information, as are reasonably requested to obtain authorizations, consents, licenses and/or permits required for any payment or any export or import of Products, technology or Services under the Agreement.

19.5 For clarity, Seller shall not be obligated to fulfil any Contract if and to the extent such fulfilment is prevented by any national or international foreign trade or customs requirements or any embargoes or other sanctions.

20 SANCTIONS AND EXPORT COMPLIANCE

20.1 The Buyer shall comply with the Seller's sanctions and export compliance requirements as amended from time to time and available at <https://www.computacenter.com/en/sanctions-and-export-compliance> "Sanctions and Export Compliance Requirements".

20.2 Any violation of the Seller's Sanction and Export Compliance Requirements including but not limited to the Russian, Belorussian and related sanctions provisions established by the European Union as modified from time to time shall constitute a material breach of an essential element of these Conditions and the applicable Contract(s), and the Seller shall be entitled to seek appropriate remedies, including, but not limited to termination of this Agreement.

21 PERSONNEL

The Buyer warrants that it shall not solicit whether directly or indirectly the Seller's personnel for a minimum period of six months after such personnel leave the employment of the Seller except with the express written permission of the Seller. In the event that the Buyer engages any of the Seller's personnel in breach of this Condition, the Buyer shall pay an introduction fee of 13 weeks, or the equivalent, of the engaged person's remuneration.

22 FORCE MAJEURE

22.1 The Seller shall be under no liability for any delay or failure to perform any of its obligations under the Contract in the event of Force Majeure. Following notification by the Seller to the Buyer of such event, the Seller shall be allowed a reasonable extension of time for the performance of its obligations.

22.2 For the purposes of this Condition, "Force Majeure" means any act or circumstances beyond the Seller's reasonable control including, but not limited to Act of God, act of terrorism, war, rebellion, riot, sabotage, fire, explosion, flood, drought, pandemic, failure of power supply or other utilities, failure of fuel supply, unforeseen closures of international shipping routes, lock-out, strike or other action taken by employees in contemplation or furtherance of a trade dispute or any change in legislation.

22.3 If an event of Force Majeure continues for a period of twenty-one days from the date of notification by the Seller to the Buyer in accordance with Condition 22.1, then the Seller may terminate the Contract forthwith without prejudice to any of its other rights hereunder.

23 WAIVER

In the event that either Party does not insist upon strict performance of any of these Conditions then this shall not be deemed a waiver of any rights or remedies nor of any subsequent default.

24 INVALIDITY

The invalidity, illegality or unenforceability in whole or in part of any provision of these Conditions shall not affect the validity of the remaining provisions.

25 ASSIGNMENT

25.1 The rights and obligations of the Buyer under the Contract may not be assigned or transferred in whole or in part without the prior written consent of the Seller.

25.2 The Seller may without obtaining the consent of, or giving notice to the Buyer, assign or sub-contract all or any of its rights and obligations under the Contract.

26 NOTICES

26.1 Subject to Conditions 26.3 and 26.4 below, any notice or document or other communication to be given under these Conditions must be in writing and shall be given by sending the same by registered post, delivery receipt recorded to the address of the relevant Party set out in the Contract or to such other address as such Party may have notified to the other for the purposes hereof.

26.2 Any notice, document or other communication sent by post shall be deemed (in the absence of evidence of earlier receipt) served 2 working days after despatch if sent first-class (and 4 working days after despatch if sent second-class) and in proving despatch it shall be sufficient to show that the envelope containing such notice, document or other communication was properly addressed, stamped and posted.

26.3 Notwithstanding the provisions of Conditions 26.1 and 26.2 the parties may implement and use such form of electronic invoicing and/or ordering ("EDI") as may be required from time to time.

26.4 The parties shall ensure that any EDI correspondence is issued by an authorised person and the recipient of any EDI correspondence shall be entitled to treat the same as a legally binding document capable of acceptance.

27 ENTIRE AGREEMENT

The Contract contains the entire understanding and agreement between the Seller and the Buyer in respect of the subject matter of the Contract and replaces and supersedes all prior oral or written communication, undertakings and any practice or course of dealing applying between the Seller and the Buyer. It may not be amended except in writing signed by the authorised representatives of both the Seller and the Buyer.

28 GOVERNING LAW

The Contract shall be governed by and construed in all respects in accordance with the laws of England and Wales and the parties hereby agree to submit to the exclusive jurisdiction of the English courts.

Signed for and on behalf of:

Signature:

Print name:

Title:

Date:

Signed for and on behalf of:
Computacenter (UK) Limited

Signature:

Print name:

Title:

Date: