

# Terms and Conditions

**VALID FOR PRODUCT PURCHASED FROM 1st AUGUST 2019 UNTIL FURTHER NOTICE**

## IN THESE TERMS:

1. "CBS" means Colebrook Bosson & Saunders (Products) Limited (registered in England under number 02516754)
2. "Buyer" means the person who accepts the Seller's written quotation for the sale of the Goods or whose written order for the Goods is accepted by the Seller;
3. "Goods" means the Goods (including any instalment of the Goods or any parts for them) which the Seller is to supply in accordance with these Terms;
4. "Seller" means CBS or Colebrook Bosson & Saunders (Products) Limited (registered in England under number 02516754)
5. "Contract" means the Contract for the sale and purchase of the Goods as per these Terms;
6. "Incoterms" means the international rules for the interpretation of trade Terms of the International Chamber of Commerce as in force at the date when the Contract is made;
7. "Purchaser" means a person or entity is appointed by CBS as its authorized dealer for the sale and purchase of the Goods as per these Terms.
8. "Terms" means the standard terms of sale set out in this document and (unless the context otherwise requires) includes any special terms agreed in writing between the Buyer and the Seller;
9. "Writing" and any similar expression, includes facsimile transmission, electronic mail or any comparable means of communication.
10. A reference in these Terms to a provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
11. The headings in these Terms are for convenience only and shall not affect their interpretation.
12. The Seller shall sell and the Buyer shall purchase the Goods in accordance with the Seller's written quotation (if accepted by the Buyer), or the Buyer's written order (if accepted by the Seller), subject in either case to these Terms, which shall govern the Contract to the exclusion of any other Terms subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.
13. No variation to these Terms shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.
14. The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations which are not so confirmed, but nothing in these Terms affects the liability of either party for fraudulent misrepresentation.
15. Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, transportation, application or use of the Goods which is not confirmed in writing by the Seller is followed or acted on entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.
16. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.
17. No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller's authorised representative.
18. The Buyer shall be responsible to the Seller for ensuring the accuracy of the Terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its Terms.
19. The quantity, quality and description of the Goods and any specification for them shall be as set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller).
20. If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with, or paid or agreed to be paid by the Seller in settlement of, any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specification.
21. The Seller reserves the right to make any changes in the specification of the Goods which are required to conform to any applicable statutory or E.U. requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.
22. No order which has been accepted by the Seller may be cancelled or changed by the Buyer except with the agreement in writing of the Seller and on Terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation or changes, subject to a minimum charge of 50% of the value of the Goods.
23. The Seller may agree to provide the Buyer with Goods on loan in which case the Goods shall be invoiced in accordance with these Terms but shall be credited upon their return provided that the Buyer returns them to the Seller within 30 days of having taken delivery of them, in a resalable condition and in their original packaging and unopened otherwise the Seller shall be entitled to charge in full for the Goods.
24. The price of the Goods shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of acceptance of the order. Where the Goods are supplied for export from the United Kingdom, the Seller's published export price list shall apply. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.
25. The Seller reserves the right, by giving written notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.
26. Except as otherwise stated in the Seller's written quotation or in any price list of the Seller, and unless otherwise agreed in writing between the Buyer and the Seller, all prices are given by the Seller on an EXW (Ex Works) basis, and where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance.
27. The price is exclusive of any value added tax. If applicable, the Buyer shall be additionally liable to pay any value added tax payable.
28. In addition to the price charged for the Goods, all orders will be subject to the following conditions:
  - a) (With the exception of CBS AV stands, e.g. "AVALL", "VCALL", "AV/VC One" and "AV/VC Intro" and components) all orders with a value of less than £1,000 sterling, €2000 euro, \$3000 US dollars will be subject to a shipping charge of £20 in the UK and standard shipping charges within Europe. Orders of any size outside Europe will be subject to shipping charges.
  - b) Regardless of order value, any special delivery requests outside of the normal delivery terms (for example 'timed' deliveries) will be subject to additional charges to be agreed between the seller and the buyer.

- c) For "AVALL", "VCALL", "AV/VC One" and "AV/VC Intro" and components, all UK orders will incur a standard delivery charge of £50 per pallet. For units despatched into Continental Europe there will be no shipping charge for orders with a value of more than €2000 euro, orders of less than €2000 euro will be subject to a shipping charge. As above, orders of any size outside Europe will be subject to shipping charges.
29. The Seller reserves the right to administer delivery charges to orders of a similar value in other currencies as deemed necessary by the Seller.
  30. Any promotional prices or bundles offered by the Seller are valid only if the Goods stated in the promotion are ordered together. The Seller reserves the right to withdraw the promotions at any time without giving notice.
  31. In instances where the Buyer has agreed to collect the Goods and fails to do so on the agreed date, the Seller may invoice the Buyer on the agreed date of collection or the Buyers stated required date, whichever is first.
  32. If the Buyer wrongfully fails to take delivery of the Goods, the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.
  33. The Buyer shall pay the price of the Goods [in pounds sterling, euros or US dollars as determined by the Seller] (less any discount to which the Buyer is entitled, but without any other deduction) within 30 days of the date of the Seller's invoice, and the Seller shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only on request.
  34. The Seller shall inform the Buyer of the amount of the Buyer's credit limit and, if that credit limit is exceeded, all outstanding invoices will become immediately payable by the Buyer. Until the Buyer is informed of its credit limit by the Seller, the Buyer shall make payment under these Terms.
  35. No payment shall be deemed to have been received until the Seller has received cash or cleared funds.
  36. If the Buyer fails to make any payment on the due date then, without limiting any other right or remedy available to the Seller, the Seller may: Cancel the Contract or suspend any further deliveries to the Buyer; appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other Contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 5 per cent per annum above Bank of England base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).
  37. In the event that legal action is required to collect outstanding invoices, all reasonable legal costs incurred by the Seller in attempting to recover the debt shall be added to any outstanding amount and shall become part of the total collectible debt.
  38. The Seller retain the right to forward outbound orders by whatever courier or means of dispatch it chooses from the Sellers preferred agents.
  39. The Seller maintains the right to select the most economical method of transportation for the Seller for the shipment of orders and is under no obligation to expedite orders (confirmed or otherwise) should the Seller be unable to deliver Goods on or before the Buyers required date.
  40. The Seller has no obligation to provide alternative quotes for shipment of Goods to the Buyer.
  41. As per Term 26 above, delivery charges are applicable to all Consignments (except for "AVALL", "VCALL", "AV/VC One" and "AV/VC Intro" and components) of a value less than £1000 sterling, €2000 euro, \$3000 dollar. Where the total value exceeds these figures but smaller partial shipments are made from different locations, then delivery charges will apply.
  42. The delivery charges raised by the Seller are to be charged against the value of the individual outbound stock movements from the Seller, not the total value of the Buyers purchase order.
  43. The Seller retains the right to package, configure orders and present them to the customer in whatever format or grade of packaging is determined fit for purpose by the Seller.
  44. Unless notified in writing by the Buyer prior to shipping, the disposal of pallets, cardboard and excess materials is the responsibility of the end customer.
  45. The Seller reserves the right to schedule picking, packing and shipment of Goods at its discretion and convenience.
  46. Orders that have entered warehouse processing and have been scheduled for picking may not be amended.
  47. The Seller reserves the right to process any amended orders requiring additional Goods as a separate order.
  48. The Seller maintains the right to add an additional administrative charge of 3% of the Buyers order value on any orders amended by the Buyer.
  49. The Seller maintains the right to consolidate products or orders going to the same address on the same date into a single consignment unless it has agreed otherwise.
  50. Product kits, configurations or assemblies will be delivered as individual items unless otherwise instructed. The Seller maintains the right to make additional charges for any additional reconfigurations or assembly requested by the Buyer.
  51. The Seller maintains the right to make additional charges for requests by the Buyer which deviate from the Seller's standard methods of packaging, presentation or shipment
  52. Delivery of the Goods shall be made by the Seller delivering the Goods to an address agreed by the Seller and the Buyer or by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection.
  53. Goods that are agreed for collection are not subject to delivery charges, however the Seller reserves the right to make additional charges for administration at 3% of the order value on orders less than £1000 sterling, €2000 euro or \$3000 US dollars, or for re-stocking should the Buyer wrongfully fail to take delivery of the Goods prepared for collection.
  54. Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the quoted delivery date on giving reasonable notice to the Buyer but the Seller may not invoice the Buyer for the price of the Goods until the original delivery or despatch date.
  55. Where the Goods are to be delivered in instalments, each delivery shall constitute a separate Contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Terms or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
  56. The Seller may invoice the Buyer for the agreed value of Goods delivered at the time that they are delivered and is not bound to deliver all Goods listed on the order before invoicing.
  57. If the Seller fails to deliver the Goods (or any instalment) for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar Goods to replace those not delivered over the price of the Goods.
  58. A claim by the Buyer that any delivery of Goods is not complete or that there is damage to the external packaging must be made on the delivery note. If the Buyer does not notify the Seller accordingly the Seller shall have no liability for such shortage or damage and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
  59. If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without limiting any other right or remedy available to the Seller, the Seller may:
    - store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or
    - if the Goods are still required by the Buyer restock the Goods at a fee of 15% of the original order value payable by the Buyer, and reschedule the order for redelivery at the Sellers convenience
    - implement a cancellation fee as in point 20, where the Buyer has agreed to indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation or changes, subject to a minimum charge of 50% of the value of the Goods.

60. Goods which are to be returned that are not returned under guarantee must be returned by the Buyer to the Sellers chosen destination (the Point of Return) which unless the Buyer is advised otherwise will be the warehouse from which the Goods were dispatched.
61. The Buyer must request a goods return notice from the Seller within 30 days of the original dispatch of Goods and in advance of attempting to return Goods and give the Seller written notice of the date the Goods will be delivered to the Point of Return.
62. Failure to comply with Term 58 will result in the Goods being rejected by the Seller.
63. The cost of shipment for the return of Goods not under guarantee is the sole responsibility of the Buyer.
64. The Goods must be returned unopened and in their original packaging with any seals or closings unbroken.
65. The Seller will only accept the return of Goods that are undamaged at the Sellers chosen Point of Return.
66. Goods which are returned but which do not comply with all of the above criteria will not be credited to the Buyers account.
67. The Seller will not refund the value of Goods not returned under guarantee, but will issue the Buyer credit to the value of returned Goods which have been accepted back into stock.
68. The final value of the credit will be for the total sale value of the Goods, less 15% handling charge, minus the disposal costs for any Goods that have been damaged as part of the reverse logistical activity, have been opened, used, require rework, are unable to be restocked by the Seller or are not suitable for resale. In instances where the cost of restocking is greater than 15% of the value of the goods the full value of the restocking activity will be deducted from the value of the credit noted.
69. Credit will be issued a minimum of 30 days after Goods have been booked back to stock.

#### **DEMONSTRATION AND PROMOTIONAL STOCK**

70. Goods purchased by the Buyer for display, demonstration, marketing or other promotional activities may be offered at the discretion of the Seller at a discount of 70%.
71. The Seller reserves the right to refuse requests for promotional stock at this level of discount should the Buyer not be an existing customer, the quantity or value of Goods be considered disproportionate to the purchasing history of the Buyer from the Seller or the Seller suspect that the Goods end application is not for promotional purposes.
72. The Seller maintains the right to invoice the Buyer for promotional items at the time of dispatch.
73. Goods accepted by the Buyer as promotional items may only be returned to the Seller under the Terms described under the Return of Goods terms.

#### **RISK AND PROPERTY**

74. Risk of damage to or loss of the Goods shall pass to the Buyer: in the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection; or in the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.
75. Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other Goods agreed to be sold by the Seller to the Buyer for which payment is then due.
76. Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall ensure that any identification numbers or labels identifying them as the Seller's property will not be obscured or removed and that the Goods will be properly stored, protected and insured, but the Buyer may resell or use the Goods in the ordinary course of its business.
77. Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller may at any time require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, the Buyer grants the Seller, its agents and employees an irrevocable licence at any time to enter on any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
78. The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without limiting any other right or remedy of the Seller) forthwith become due and payable.

#### **WARRANTIES AND LIABILITY**

79. Subject to the following provisions, the Seller warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for the duration of its operational life subject to the following conditions:-
80. The life time guarantee offered by the Seller Products shall extend to the original requisitioner of the Goods only.
81. The warranty is only valid on items which have been purchased from CBS directly or one of our authorised dealers.
82. The guarantee provides cover against defects in design, materials and workmanship of the product.
83. The guarantee does not provide provision against marks, scuffs or the degeneration of visual finishes through fair wear and tear as part of the Products operational life.
84. Where a valid claim in respect of any of the Goods which is based on a defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Terms, the Seller may replace the Goods (or the part in question) or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price) (subject to a handling charge of 20% of the invoice value of the Goods), in which case the Seller shall have no further liability to the Buyer in respect of such Goods.
85. The guarantee is for the replacement of the original Goods with like or equivalent product and the final specification is at the sole discretion of the Seller.
86. This guarantee is void if the Goods have been modified or placed in to applications which are outside of the product's specification.
87. The Seller maintains the right to void the guarantee should the Buyer be unable to provide reasonable supporting evidence to confirm the product has not been abused, placed into use outside of its specification or used beyond the expectations of ordinary service.
88. The guarantee does not extend to the replacement or repair of furniture, IT equipment or any Goods not supplied by the Seller.

#### **LIMITATION OF LIABILITY**

89. The above warranty is given by the Seller subject to the following conditions:
  - a) The Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;
  - b) The Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Seller's approval;
  - c) The Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;
  - d) The above warranty does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller;
  - e) The lifetime warranty offered by the Seller applies to the 'operational life' of the product. This is deemed to be a period of 12 years from the date of purchase, subject to certain exceptions listed below;
  - f) The lifetime warranty does not apply to:
    - "Tabetha", "Cubert", "Flo Power Hub", "Lolly", "Amble" – warranty 5 years.
    - "Olive" – warranty 2 years.
    - Bespoke "Special" solutions – no warranty.

90. Subject as expressly provided in these Terms, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are excluded from the Contract to the fullest extent permitted by law.
91. Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Buyer are not affected by these Terms.
92. A claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within five working days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within five working days of discovery of the defect or failure. Goods must be returned to the Buyer undamaged immediately, complete with goods return number, issued by the Seller at the time of notification. If delivery is not returned via indicated guidelines, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
93. Nothing in these conditions excludes or limits the liability of the Seller: a) for death or personal injury caused by the Seller's negligence; or b) under section 2(3), Consumer Protection Act 1987; or c) for fraud or fraudulent misrepresentation.
94. Except in respect of death or personal injury caused by the Seller's negligence, or liability for defective Products under the Consumer Protection Act 1987, the Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express Terms of the Contract, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods (including any delay in supplying or any failure to supply the Goods in accordance with the Contract or at all) or their use or resale by the Buyer, and the entire liability of the Seller under or in connection with the Contract shall not exceed the price of the Goods, except as expressly provided in these Terms.

#### **ASSIGNMENT**

95. The Seller may assign the Contract or any part of it to any person, firm or company.
96. The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Seller.

#### **FORCE MAJEURE**

97. The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:
- Act of god, explosion, flood, tempest, fire or accident;
  - War or threat of war, sabotage, insurrection, terrorism, civil disturbance or requisition;
  - Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
  - Import or export regulations or embargoes;
  - Strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);
  - Difficulties in obtaining raw materials, labour, fuel, parts or machinery;
  - Power failure or breakdown in machinery.

#### **INSOLVENCY OF BUYER**

98. This clause applies if:
- The Buyer makes a voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
  - An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
  - The Buyer ceases, or threatens to cease, to carry on business; or
  - The Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
99. If this clause applies then, without limiting any other right or remedy available to the Seller, the Seller may cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

#### **EXPORT TERMS**

100. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Terms, but if there is any conflict between the provisions of Incoterms 2010 and these Terms, the latter shall prevail.
101. Where the Goods are supplied for export from the United Kingdom, the provisions of this term shall (subject to any special terms agreed in writing between the Buyer and the Seller) apply notwithstanding any other provision of these

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102. The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties on them.
103. Unless otherwise agreed in writing between the Buyer and the Seller, the Goods shall be delivered EXW – Ex works (named place of delivery) the place of shipment and the Seller shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.
104. Unless the Seller has agreed to deliver the Goods to the Buyer's premises, the Buyer shall be responsible for arranging for testing and inspection of the Goods at the Seller's premises before shipment. The Seller shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which are made after shipment, or in respect of any damage during transit.

#### **COMPLIANCE WITH LAWS**

105. The Purchaser shall at all times and without exception comply with all applicable laws and regulations of United Kingdom in the performance of its obligations under this Contract, including without limitation procuring of applicable approvals and consents from applicable Federal, State, local regulatory authorities. The Purchaser shall be solely responsible for compliance with all applicable laws and shall be presumed to have knowledge of all applicable laws and regulatory requirements and any amendments thereto or restatements thereof. CBS shall not be responsible for or be required to intimate the Purchaser of any applicable laws or regulatory requirement. If at any time during the term of this Contract, the Purchaser is informed or becomes aware that it is or may be in violation of any law or regulation (or if it so determined by any court, tribunal or other authority), the Purchaser shall immediately take all appropriate steps to remedy such violation and comply with such law or regulation under written intimation to CBS.

Without prejudice to the generality of the foregoing, the Purchaser shall at all times comply with the following laws including but not limited to:

##### **105.1 Data Protection Law**

105.1.1 Purchaser undertakes, represents and warrants that Purchaser will comply at all times with the Data Protection Law. Purchaser agrees to ensure that its employees, agents, representatives and subcontractors shall observe the provisions of the Data Protection Law. Purchaser shall take all such steps reasonably requested by CBS to assist CBS in complying with the obligations applicable to CBS under Data Protection Law.

105.1.2 Purchaser shall process the Personal Data for the purposes of performing its obligations under this Contract and in accordance with the written instructions given by CBS from time to time, unless Purchaser is subject to an obligation under applicable law (including Data Protection Law) to do otherwise, in which case Purchaser shall (to the extent permitted by law) notify CBS in advance of that legal obligation. Purchaser shall not disclose the Personal Data to any third party in any circumstances other than on CBS's written instructions, with CBS's specific written consent or where required to do so by applicable law (including Data Protection Law).

105.1.3 Purchaser shall implement and maintain all adequate and appropriate technical and organisational measures, records and controls to prevent unauthorised or unlawful processing of Personal Data and to protect against accidental loss, destruction or damage of the Personal Data, and such measures shall at a minimum meet the standard required by Data Protection Law. Purchaser shall provide CBS with access to those measures, records and controls upon CBS's request.

105.1.4 Purchaser shall ensure that all its personnel with access to Personal Data are subject to a contractual duty of confidence to hold the Personal Data in strict confidence to the standard required by this Contract and Data Protection Law. Purchaser shall promptly and without undue delay notify CBS in writing in case of unlawful or unauthorised processing of Personal Data or any other security incident affecting the Personal Data. Purchaser shall take all necessary steps as may be instructed by CBS to prevent, contain and mitigate the impact of the above breach.

105.1.5 Purchaser shall provide CBS with all information requested by CBS to enable CBS to verify Purchaser's compliance with this Contract and Data Protection Law. Without prejudice to the foregoing, CBS shall either directly or through its authorized representative be entitled to inspect, test and audit all facilities, premises, equipment, systems, documents and electronic data relating to the processing of Personal Data by or on behalf of Purchaser and Purchaser shall cooperate and assist CBS (and its representative) with each inspection, test and audit

105.1.6 In the event that CBS identifies any non-compliance with this Contract as a result of the exercise of its rights under Clauses 105.1.1 to 105.1.5 above, Purchaser shall: (i) remedy the non-compliance and shall take such steps as CBS reasonably requests for this purpose; and (ii) reimburse CBS for the costs and expenses incurred by CBS in connection with the inspection, test or audit.

105.1.7 "Data Protection Law" shall mean all applicable: (i) laws and regulations; and (ii) rules, standards, guidelines, policies and procedures issued by a local, state and federal government, in each case pertaining to the security, confidentiality, protection, privacy or processing of Personal Data, as amended or re-enacted from time to time by local, state and federal government authorities relating to the processing of Personal Data

105.1.8 "Personal Data" shall mean data which relate to a living individual who can be identified (a) from those data, or (b) from those data and other information which is in the possession of, or is likely to come into the possession of, the Purchaser, and includes any expression of opinion about the individual and any indication of the intentions of the Purchaser or any other person in respect of the individual.

#### 105.2 Anti-Bribery Laws

Purchaser shall at all times comply with the provisions of CBS's Ethics and Anti-Bribery Policy applicable from time to time, US Foreign and Corrupt Practices Act, 1977, UK Bribery Act 2010 and other applicable anti-bribery laws (hereinafter referred to as "Anti-Bribery laws"). Purchaser agrees to have appropriate policies, processes and systems in place to comply with the Anti-Bribery laws. Purchaser agrees to intimate forthwith CBS in case of any request or demand for any financial or other advantage of any kind received in connection with supply of Products. Purchaser agrees to intimate CBS forthwith in case of appointment of public official, foreign official or otherwise, is an employee or officer of Purchaser. Purchaser agrees to provide supporting evidence, declarations, certifications, undertakings, etc. on compliance of Anti-Bribery laws/terms of this Clause to CBS upon its request from time to time.

#### 105.3 Modern Slavery Law

The Purchaser undertakes, warrants and represents that:

105.3.1 neither the Purchaser nor any of their officers, employees, agents or subcontractors has:

105.3.1.1 committed an offence under the UK Modern Slavery Act 2015 (a "MSA Offence"); or

105.3.1.2 been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the UK Modern Slavery Act 2015; or

105.3.1.3 is aware if any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the UK Modern Slavery Act 2015;

105.3.2 Purchaser agrees to comply at all times with the UK Modern Slavery Act 2015.

105.3.3 Purchaser responses to the CBS's modern slavery and human trafficking due diligence questionnaire which may be sent from time to time are complete and accurate; and

105.3.4 Purchaser agrees to notify CBS immediately in writing if Purchaser becomes aware or has reason to believe that Purchaser, or any of their officers, employees, agents or subcontractors have, breached or potentially breached any of Purchaser's obligations under this Clause. Such notice to set out full details of the circumstances concerning the breach or potential breach of Purchaser's obligations.

#### GENERAL

- 106 A notice required or permitted to be given by either party to the other under these Terms shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified in writing pursuant to this provision to the party giving the notice.
- 107 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 108 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 109 If any provision of the Contract is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.
- 110 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of third Parties) Act 1999 by any person that is not a party to it.
- 111 Any dispute arising under or in connection with the Contract or the sale of the Goods shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the president for the time being of the institute of chartered accountants in England and Wales.
- 112 The Contract shall be governed by the laws of England, and the Buyer agrees to submit to the non-exclusive jurisdiction of the English courts.
- 113 CBS is committed to the continuing availability of its products, however our policy is also one of continual product improvement and the company does reserve the right to make detailed changes to the visual or performance characteristics of products without prior notice. The company also reserves the right to withdraw products providing they are replaced with components of a similar or improved capability.

1<sup>st</sup> August 2019