

HARDWARE SALES TERMS AND CONDITIONS (Effective from November 2018)

Application and entire agreement

In buying from Concero, the Customer acknowledges and agrees that it is buying goods and services as a business and not as a consumer. As a business, purchases the Customer makes from Concero will not benefit from the same statutory protection available to consumers under the Sale of Goods Act 1979 (as amended), the Consumer Contracts Regulations 2013 or any other consumer protection legislation. These Terms and Conditions must be read in conjunction with Concero's additional Terms and Conditions. These additional terms can be found at www.concerouk.com These Terms and Conditions are subject to change.

These Terms and Conditions should also be read in conjunction with any Service Level Agreement (SLA) or Contract that is effective between Concero and the Customer.

1. These Terms and Conditions will apply to the purchase of the goods detailed in our quotation (**Goods**) by the buyer (**you**) from Concero UK Ltd a company registered in England and Wales under number 06673066 whose registered office is at Suite D, The Westlands, 132 Compton Road, Wolverhampton, WV3 9QB (**Concero, we** or **us**). Concero Technology Services and Concero Property Services are both registered trading names of Concero UK Ltd.
2. These Terms and Conditions will be deemed to have been accepted by you when you accept them or the quotation or from the date of any delivery of the Goods (whichever happens earlier) and will constitute the entire agreement between us and you.
3. These Terms and Conditions and the quotation (together, the Contract) apply to the purchase and sale of any Goods between us and you, to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

Interpretation

4. A "business day" means any day other than a Saturday, Sunday or bank holiday in England and Wales.
5. The headings in these Terms and Conditions are for convenience only and will not affect their interpretation.
6. Words imparting the singular number include the plural and vice-versa.

Goods

7. Concero remains the owner of the Products until these have been paid for in full.
8. The description of the Goods is set out in our sales documentation, unless

expressly changed in our quotation. In accepting the quotation you acknowledge that you have not relied upon any statement, promise or other representations about the Goods by us. Descriptions of the Goods set out in our sales documentation are intended as a guide only.

9. We can make any changes to the specification of the Goods which are required to conform to any applicable safety or other statutory or regulatory requirements.

Price

10. The price (Price) of the Goods is set out in our quotation current at the date of your order or such other price as we may agree in writing.
11. If the cost of the Goods to us increases due to any factor beyond our control including, but not limited to, material costs, labour costs, alteration of exchange rates or duties, or changes to delivery rates, we can increase the Price prior to delivery.
12. Any increase in the Price under the clause above will only take place after we have told you about it.
13. You may be entitled to discounts. Any and all discounts will be at our discretion.
14. The Price is inclusive of fees for packaging and transportation / delivery.
15. The Price is exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

Credit Control

16. Concerro reserves the right to run a credit check with a relevant credit agency before giving a Customer credit, and to validate any credit card account holder or delivery address details.
17. Concerro reserves the right to impose credit limits on customer accounts, with amounts set at Concerro's sole discretion.

Cancellation and alteration

18. Details of the Goods as described in the clause above (Goods) and set out in our sales documentation are subject to alteration without notice and are not a contractual offer to sell the Goods which is capable of acceptance.
19. The quotation (including any non-standard price negotiated in accordance with the clause on Price (above) is valid for a period of 7 days only from the date shown in it unless expressly withdrawn by us at an earlier time.
20. Either of us can cancel the order for any reason prior to your acceptance (or rejection) of the quotation, subject to a cancellation fee of up to but not greater than the total order value. Such cancellation fee to be calculated by Concerro at

its sole discretion and may include:

- a) Concero's charges for order processing and management; and / or
- b) a restocking fee of the manufacturer; and / or
- c) the full charges for the Product.

21. Non-cancellable / Non-returnable Products:

- a) Returns of the Products, unless they are dead on arrival, will not be accepted in the following circumstances: the Products were made to the Customer's own specification or configured to order; audio or video recordings or Software that the Customer has unsealed; open packaged Software or pre-loaded / downloaded Software Licences; or a Product stipulated on the order form or quotation as non-cancellable or non-returnable.
- b) For quotes / orders containing exclusively non-standard items the entire quote / order shall be designated as non-cancellable / nonreturnable.
- c) For quotes / orders containing both standard and nonstandard items, only the non-standard items or items the Customer has been told are non-returnable shall be non-cancellable / non-returnable

Payment

22. We will invoice you for the Price either:

- a. on or at any time after delivery of the Goods; or
- b. where the Goods are to be collected by you or where you wrongfully do not take delivery of the Goods, at any time after we have notified you that the Goods are ready for collection or we have tried to deliver them.

23. You must pay the Price within 28 days of the date of our invoice or otherwise according to any credit terms agreed between us.

24. You must make payment even if the goods have not yet been delivered to your premises and / or the title of the Goods has not passed to you.

25. Time for payment will be of the essence of the Contract between us and you.

26. All payments must be made in British Pounds unless otherwise agreed in writing between us.

27. Both parties must pay all amounts due under these Terms and Conditions in full without any deduction or withholding except as required by law and neither party is entitled to assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.

Late Payments

28. Concero reserves the right to charge interest and compensation under the Late

Payment of Commercial Debts (interest) Act 1998 from time to time on any payment or any part payment overdue calculated from the date due and to recover its expenses including legal fees and costs of collection and to suspend delivery, performance of any warranty or (at Concero's option) forthwith to determine the same. Concero has no obligation to provide service or support until Concero has received full payment for the Product or services or support that the Customer has purchased.

29. If payment is not received within 28 days of the payment date, then a £25.00 administration fee will be charged per invoice. However, if a full payment is received within the 7 days following the original 28-day payment date then the £25.00 administration fee will be waived.
30. Interest will be charged if full payment is still not received 7 days after the original 28-day payment date, the date of which shall be detailed within any invoice received.
31. The interest rate charged is the statutory interest rate (8%) plus the Bank of England base rate.
32. If the re-issuing of an invoice is required, then a fee of £10 per invoice will be charged.
33. If any sum owed by the Customer to Concero under the Agreement or any other contract the Customer has with Concero is not paid by the due date, Concero may deduct this sum from any payment or credit due to the Customer under the Agreement or any other contract with Concero.

Delivery

34. We will arrange for the delivery of the Goods to the address specified in the customer purchase order, or your order or to another location we agree in writing.
35. If you do not specify a delivery address or if we both agree, you must collect the Goods from our premises.
36. Subject to the specific terms of any special delivery service, delivery can take place at any time of the day and must be accepted at any time between 8 am to 5 pm.
37. If you do not take delivery of the Goods we may, at our discretion and without prejudice to any other rights:
 - a. store or arrange for the storage of the Goods and will charge you for all associated costs and expenses including, but not limited to, transportation, storage and insurance; and / or
 - b. make arrangements for the redelivery of the Goods and will charge you for the costs of such redelivery; and/or

38. If redelivery is not possible as set out above, you must collect the Goods from our premises and will be notified of this. We can charge you for all associated costs including, but not limited to, storage and insurance.

39. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. We will not be liable for any delay in delivery of the Goods that is caused by a circumstance beyond our control or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

40. We can deliver the Goods by instalments, which will be invoiced and paid for separately. Each instalment is a separate contract. Any delay in delivery or defect in an instalment will not entitle you to cancel any other instalment.

Holding Goods

41. The address at which Concero stores goods is our registered office is at Suite D, The Westlands, 132 Compton Road, Wolverhampton, WV3 9QB.

42. For items/orders with a total value of less than £500 Concero will store the goods for a maximum of 5 days free of charge, after which, a storage fee of £3.50 per day will be charged.

43. For items/orders with a value that exceeds £500 Concero will charge a storage fee of £8 per day.

44. Certain products (Apple products, Smart Interactive Displays etc...) must be delivered to customer premises in order for certain discounts to be obtained, and are therefore ineligible for storage at Concero's Premises.

Inspection and acceptance of Goods

45. You must inspect the Goods on delivery or collection.

46. If you identify any damages or shortages, you must inform us in writing within 5 days of delivery, providing details.

47. Other than by agreement, we will only accept returned Goods if we are satisfied that those Goods are defective and if required, have carried out an inspection.

48. Subject to your compliance with this clause and/or our agreement, you may return the Goods and we will, as appropriate, repair, or replace, or refund the Goods or part of them within 14 days of the date stated on any delivery note received.

49. We will be under no liability or further obligation in relation to the Goods if:

a. if you fail to provide notice as set above; and/or

b. you make any further use of such Goods after giving notice under the clause

above relating to damages and shortages; and/or

c. the defect arises because you did not follow our oral or written instructions about the storage, commissioning, installation, use and maintenance of the Goods; and/or

d. the defect arises from normal wear and tear of the Goods; and/or

e. the defect arises from misuse or alteration of the Goods, negligence, wilful damage or any other act by you, your employees or agents or any third parties.

50. You bear the risk and cost of returning the Goods.

51. Acceptance of the Goods will be deemed to be upon inspection of them by you and in any event within 5 days after delivery.

Installation

52. As well as the terms and conditions contained within this agreement, projects or orders that contain a provision for the installation of goods may also have to adhere to bespoke terms outlined within an individual project document.

53. Goods procured by the customer externally to Concero may or may not require a project-level installation, of which Concero will decide at its sole discretion. This may or may not incur additional costs to the customer.

54. Concero reserves the right to refuse to install goods procured.

Risk and title

55. The risk in the Goods will pass to you on completion of delivery.

56. Title to the Goods will not pass to you until we have received payment in full (in cash or cleared funds) for: (a) the Goods and/or (b) any other goods or services that we have supplied to you in respect of which payment has become due.

57. Until title to the Goods has passed to you, you must (a) hold the Goods on a fiduciary basis as our bailee; and/or (b) store the goods separately and not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; and/or (c) keep the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.

58. As long as the Goods have not been resold, or irreversibly incorporated into another product, and without limiting any other right or remedy we may have, we can at any time ask you to deliver up the Goods and, if you fail to do so promptly, enter any of your premises or of any third party where the Goods are stored in order to recover them.

Termination

59. We can terminate the sale of Goods under the Contract where:

- a. you commit a material breach of your obligations under these Terms and Conditions;
- b. you are or become or, in our reasonable opinion, are about to become the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtors;
- c. you enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with your creditors; or
- d. you convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part thereof, any documents are filed with the court for the appointment of an administrator, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of your affairs or for the granting of an administration order, or any proceedings are commenced relating to your insolvency or possible insolvency.

Limitation of liability

60. Our liability under the Contract, and in breach of statutory duty, and in tort, misrepresentation or otherwise will be limited to this clause.

61. Subject to the clauses above on **Inspection and Acceptance** and **Risk and Title**, all warranties, conditions or other terms implied by statute or common law (save for those implied by Section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law.

62. If we do not deliver the Goods, our liability is limited, subject to the clause below, to the costs and expenses incurred by you in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.

63. Our total liability will not, in any circumstances, exceed the total amount of the Price payable by you.

64. We will not be liable (whether caused by our employees, agents or otherwise) in connection with the Goods, for:

- a. any indirect, special or consequential loss, damage, costs, or expenses; and/or
- b. any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of

- reputation or goodwill; business interruption; or, other third party claims; and/or
- c. any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; and/or
 - d. any losses caused directly or indirectly by any failure or breach by you in relation to your obligations; and/or
 - e. any loss relating to the choice of the Goods and how they will meet your purpose or the use by you of the Goods supplied.

65. The exclusions of liability contained within this clause will not exclude or limit our liability for death or personal injury caused by our negligence; or for any matter for which it would be illegal for us to exclude or limit our liability; and for fraud or fraudulent misrepresentation.

Communications

66. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).

67. Notices will be deemed to have been duly given:

- a. when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
- b. when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
- c. on the fifth business day following mailing, if mailed by national ordinary mail; or
- d. on the tenth business day following mailing, if mailed by airmail.

68. All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

69. Concero will send out the following documentation following any requests for a goods purchase: Quote, Sales Order Confirmation, Delivery Note, Invoice.

Data protection

70. When providing the Goods to the Buyer, the Seller may gain access to and/or acquire the ability to transfer, store or process personal data of employees of the Buyer.

71. The parties agree that where such processing of personal data takes place, the Buyer shall be 'data controller' and the Seller shall be the 'data processor' as defined in the General Data Protection Regulation (**GDPR**) as may be amended, extended and/or re-enacted from time to time.

72. For the avoidance of doubt, 'Personal Data', 'Processing', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meaning as in the GDPR.

73. The Seller shall only Process Personal Data to the extent reasonably required to enable it to provide the Goods as mentioned in these terms and conditions or as requested by and agreed with the Buyer, shall not retain any Personal Data longer than necessary for the Processing and refrain from Processing any Personal Data for its own or for any third party's purposes.

74. The Seller shall not disclose Personal Data to any third parties other than employees, directors, agents, subcontractors or advisors on a strict "need-to-know" basis and only under the same (or more extensive) conditions as set out in these terms and conditions or to the extent required by applicable legislation and/or regulations.

75. The Seller shall implement and maintain technical and organisational security measures as are required to protect Personal Data Processed by the Seller on behalf of the Buyer. Further information about the Seller's approach to data protection are specified in its Data Protection Policy, which can be found on our website. For any enquiries or complaints regarding data privacy, you can contact company operations manager at the following e-mail address: accounts@concerouk.com.

Circumstances beyond the control of either party

76. Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

No Waiver

77. No waiver by us of any breach of these Terms and Conditions by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

Severance

78. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

Law and jurisdiction

79. This Agreement shall be governed by and interpreted according to the law of

England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.