

Nasstar Hardware Terms

1. Products

1.1 Products will be supplied by Nasstar subject to any terms and conditions, including any limitations on use, on which the manufacturer or third-party distributor supplies the Products to Nasstar. Nasstar will pass on to the Customer the benefits of any warranties which it receives for the Products from the manufacturer or third-party distributor to the extent it is permitted to do so. The Customer's sole and exclusive remedy for any faults, defects or errors in the Products shall be to have the Products repaired, corrected or replaced pursuant to any such warranty during the applicable warranty period, unless otherwise stated in the terms and conditions on which the manufacturer or third-party distributor supplies the Products to Nasstar. Products may not be returned after purchase, unless otherwise expressly agreed in writing by Nasstar.

1.2 Items excluded from the above warranty will include: (a) Products that have been fitted with non-manufacturer approved accessories; (b) Products that fail due to misuse, abuse or damage; (c) Products that have been serviced or repaired by anyone other than a manufacturer authorised repair centre; (d) Products that have been incorrectly installed; (e) Products damaged by failure to follow user manual instructions; (f) batteries and consumables (i.e. things that are produced to be used and replaced); and (g) normal wear and tear and deterioration.

1.3 If Nasstar is or becomes unable to obtain any particular Products for any reason (including by reason of discontinuance or due to supply constraints or supplier cancellation), then Nasstar may on written notice to the Customer cancel the Customer's Order (to the extent it relates to such Products) without any liability to the Customer. Nasstar will use its reasonable endeavours to offer the Customer substitute Products with a similar or higher specification.

1.4 To the extent that the Products are manufactured, combined, configured or customised in accordance with a Specification supplied by the Customer, the Customer shall indemnify Nasstar against all liabilities, costs, expenses, damages and losses (which shall constitute any direct or legal and other reasonable professional costs and expenses)

suffered or incurred by Nasstar in connection with any claim made against Nasstar for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Nasstar's (or its third party provider's) use of the Specification. This clause 1.4 shall survive termination or expiry of any Order.

1.5 Except as expressly provided in these Hardware Terms (including this clause 1), and to the extent permitted by law, all Products supplied by Nasstar under an Order are supplied "as is" and without any warranties, guarantees, or representations of any kind, whether express or implied, including any warranties, guarantees, or representations of merchantability, fitness for a particular purpose, or non-infringement.

2. Delivery

2.1 Nasstar will deliver the Products to the location set out in the Order or to the Customer's billing address where no delivery address is specified in the Order.

2.2 Nasstar will notify the expected delivery date of any ordered Products where this is available. Should an ordered Product not arrive within three (3) days of the expected delivery date the Customer should notify Nasstar. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Nasstar shall have no liability as a result of any failure by the Customer to provide adequate delivery instructions and the Customer shall be responsible for any additional costs incurred as a result.

2.3 If the Products are received incomplete, incorrect or damaged, the Customer must notify Nasstar within three (3) days of delivery.

2.4 Nasstar may deliver the Products by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

2.5 If the Customer fails to accept delivery of the Products then, except where such failure is caused by Nasstar's failure to comply with its obligations under an Order: (a) the Products shall be deemed to have been delivered at 9am on the



expected delivery date; and (b) Nasstar shall store the Products until actual delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

3. Ownership and risk

3.1 The risk in the Products will pass to the Customer on delivery.

3.2 Ownership of the Products will not pass to the Customer until Nasstar has received payment in full in cleared funds in accordance with clause 4.3. Until ownership of the Products has passed to the Customer, the Products will be treated as Nasstar property and the Customer shall ensure that the Products remain readily identifiable as such.

3.3 Nasstar supplies the Products with a limited title guarantee free from encumbrances.

4. Price and payment

4.1 The price of the Products will be the price set out in the applicable Order or, if no price is quoted, the price set out in Nasstar's published price list in force as at the date of the Order. The price of the Products may change prior to delivery to reflect any increase in Nasstar's costs of supply (including as a result of tariffs, tax changes and/or exchange rate fluctuations, where applicable). Nasstar will notify such an increase to the Customer and the Customer may cancel the Contract (to the extent it relates to such Products) by written notice to Nasstar within five (5) days of being notified of the increase, failing which the Customer shall be deemed to have accepted it. Clause 8.9 shall not apply to any change in the price of a Product under this clause 4.1.

4.2 Save as otherwise set out in an Order, Nasstar may invoice the Customer for Products on or at any time before completion of delivery. Nasstar reserves the right to require payment of the Charges for the Products before ordering Products from its third party suppliers. All quotes or offers to supply Products are subject to availability and Nasstar shall not be bound to supply any Products that are subject to a quote or offer until such time as the Customer has accepted the quote or offer in writing and made payment of the applicable Charges and Nasstar has confirmed in writing that the Products are available.

4.3 The Customer shall pay all properly invoiced amounts: (a) in full cleared funds within

thirty (30) days of the date of invoice, or such other payment period as may be expressly specified in the applicable Order; (b) in the currency set out in the applicable Order, or if no currency is specified, in Pounds Sterling; (c) to the account specified in Nasstar's invoice; and (d) without set-off or withholding.

4.4 The price of the Products is exclusive of VAT and the costs and charges of packaging, insurance and transport of the Products will be invoiced to the Customer, as specified on the applicable Order. Where packaging, insurance and transport charges are not specified on the Order, standard charges will be payable. Any delivery charge in excess of £150 per item will be confirmed to the Customer beforehand. Delivery charges for Northern Ireland, Channel & Scilly Isles, Isle of Wight, Isle of Man, Scottish Highlands and International, are available on request.

4.5 If an amount due for payment by the Customer is not paid by the due date, Nasstar shall be entitled, from the due date until the date of actual payment, to: (a) charge interest on the overdue amount at the rate of 4% above the rate of Bank of England base rate from time to time, such interest to accrue and compound daily; and/or (b) suspend delivery of the Products to which the overdue payment relates until payment is made, without liability to the Customer.

5. Software and support

5.1 The Customer shall only have the right to use any firmware or other software supplied with the Products in accordance with the licence terms set out or referred to in the applicable Order, or in such documentation or media on which the software or firmware is supplied. The Customer shall enter into and comply with any licence agreements with such third parties as Nasstar may reasonably require for the Customer to use the relevant software or firmware. Nasstar provides no warranties in respect of any software or firmware.

5.2 Any maintenance, support or other services relating to the Products are out of scope of any Order and shall be subject to separate agreement between the parties.



6. Acceptable Use

6.1 Products will be supplied by Nasstar subject to any terms and conditions, including any limitations on use, on which the manufacturer or third party distributor supplies the Products to Nasstar. The Products are supplied for the Customer's own use and are not for commercial resale or re-distribution. The Customer shall not: (a) deal with the Products other than as expressly provided in the Order; (b) copy or repackage any Products without the prior written consent from Nasstar; (c) modify or make any new work based on the Products; (d) disassemble, reverse engineer or decompile the Products; (e) remove, obscure or alter any notice of proprietary rights appearing on the Products. In addition, the Customer must not use the Products, or allow them to be used: (i) for any unlawful, illegal, immoral, indecent, abusive, defamatory or fraudulent purpose; (ii) in a way that interferes with Nasstar's or of its licensors' / suppliers' ability to provide products to its customers or avoids its obligation to pay for the Products or any other products, software or services provided by Nasstar or any of its licensors or suppliers; (iii) to violate or infringe the rights of any person, including any intellectual property rights; (iv) in breach of any obligation of confidence or privacy; or (v) to manufacture, use, distribute or transfer any counterfeit, pirated or illegal content or products.

6.2 The Customer must: (a) comply with all applicable laws in relation to its use of the Products; (b) operate the Products in line with the manufacturer or third party distributor's instructions; (c) ensure that any waste products are disposed of in a responsible manner and in compliance with relevant legislation on waste disposal; (d) safeguard any Products from unauthorised, fraudulent or dangerous use; (e) implement appropriate technical and organisational measures in order to ensure that all Products are accessed and used securely and that all appropriate steps are taken to prevent unauthorised access or use of the Products; and (f) make any notifications to regulatory authorities or obtain any applicable licences, registrations or authorisations required for the use of the Products.

7. Liability

7.1 Nasstar's total liability to the Customer in relation to any Product (whether arising under contract, tort including negligence, statute or

otherwise) shall be limited to the Charges paid by the Customer to Nasstar for that Product.

7.2 Where Nasstar arranges for delivery of the Products via courier, Nasstar accepts no liability for loss or damage caused by any courier beyond the limits of the courier's liability. If the Customer regards these limits as insufficient, it should make its own insurance arrangements. Where Nasstar agrees to arrange shipment insurance at the Customer's request, the provider's terms and conditions will apply and the applicable costs and charges will be invoiced to the Customer. Nasstar may use the Customer's own preferred freight accounts where requested in writing by the Customer in a timely fashion ahead of intended dispatch, provided that the arrangements for use of this service are acceptable to Nasstar.

7.3 Nasstar is not responsible for any loss or damage generally arising from the Customer's misuse of the Products. The Customer shall indemnify Nasstar in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Nasstar arising out of, or in connection with any failure by the Customer to comply with the terms of these Hardware Terms.

7.4 Nasstar shall not be liable for any damage to persons or property caused by the Products after delivery and whilst in the possession or under the control of the Customer.

7.5 Nothing in this clause 7 shall have the effect of limiting or excluding Nasstar's liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation, under s.12 of the Sale of Goods Act 1979 or for any other liability that cannot be excluded or limited under applicable law

8. General

8.1 **Confidentiality.** Each party agrees to treat all Confidential Information of the other party as strictly confidential and not to disclose such Confidential Information to any person, except: (a) where required by law or order of the courts, or by any securities exchange or regulatory or



governmental body to which such party is subject; (b) where disclosed on a necessary basis to its professional advisers, insurers, auditors, shareholders and bankers; (c) where the Confidential Information has come into the public domain other than by a breach of any obligation of confidentiality; (d) where disclosed to the party's agents, directors, officers, employees, sub-contractors or suppliers in connection with the performance of that party's obligations under these Hardware Terms or the applicable Order and provided that such persons are made aware of the confidential nature of the Confidential Information and are bound by obligations of confidentiality in respect of the Confidential Information that are substantially equivalent to those set out in this clause; or (e) with the prior written approval of the other party. This clause shall continue to bind the parties for a period of three (3) years following the date of the applicable Order.

8.2 Assignment, sub-contracting, and other dealings. (a) The Customer must not assign or transfer any of its rights or obligations under an Order without the prior written consent of Nasstar. Any purported assignment or transfer in breach of this sub-clause (a) shall be ineffective. (b) The Customer hereby consents to any assignment or transfer of Nasstar's rights or obligations under an Order to another member of Nasstar's corporate group or to any person or entity acquiring all or substantially all of the assets of Nasstar's business. (c) Nasstar may subcontract the performance of any of its obligations under these Hardware Terms or an Order to a third party provided that, unless otherwise stated, Nasstar shall remain liable to the Customer for the subcontracted obligations.

8.3 Force Majeure. Nasstar shall not be liable for any failure or delay in performing its obligations under these Hardware Terms or an Order to the extent caused by a Force Majeure Event. Nasstar shall notify the Customer of the Force Majeure Event without undue delay and take reasonable precautions to mitigate the effects of the Force Majeure Event.

8.4 Corruption, bribery and sanctions. Each party shall comply with all applicable laws and regulations regarding anti-corruption and anti-bribery. The Customer warrants and undertakes to Nasstar that neither it nor any of its personnel are or shall be the subject of any sanctions enforced by the

US, the UK, the EU, or any EU member state, and the Customer shall not use the Products to engage, facilitate, or support any person or entity that is the subject of such sanctions.

8.5 Modern slavery. Each party shall comply with all applicable laws and regulations regarding anti-slavery and shall have and maintain throughout the term of each Order policies and procedures for ensuring compliance with such laws and regulations. Each party shall promptly notify the other on becoming aware of any slavery or human trafficking in its supply chain relevant to the provision or receipt of the Products.

8.6 Survival. All clauses that are intended expressly or by implication to survive expiry or termination of an Order shall remain in full force and effect following such expiry or termination.

8.7 Entire agreement. An Order and these Hardware Terms, constitutes the entire agreement and understanding between the parties relating to the subject matter of the Order for Products and supersedes any other agreement or understanding (written or oral) between the parties relating to the same. Each party acknowledges and agrees that it does not rely on, and shall have no remedy in respect of, any promise, assurance, statement, warranty, undertaking or representation made (whether innocently or negligently) by the other party or any other person except as expressly set out in the applicable Order, in respect of which its sole remedy shall be for breach of contract. Nothing in this clause shall exclude or limit the liability of any person for fraud, including fraudulent misrepresentation.

8.8 Counterparts. An Order may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy.

8.9 Changes. Except as expressly provided otherwise in an Order, no purported change or variation to the Order shall be effective unless agreed in writing or authorised according to these Hardware Terms.

8.10 Waiver. The failure to exercise or delay in exercising a right or remedy shall not constitute a waiver of that right or remedy, and no waiver by a party of any breach by the other party shall constitute



a waiver of any subsequent breach of the same or any other provision.

8.11 Rights and remedies. Except as expressly provide otherwise in an Order, the rights and remedies provided under these Hardware Terms or the Order are in addition to, and not exclusive of, any rights or remedies provided by law.

8.12 Severance. If any provision of these Hardware Terms or an Order is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable (and clause 8.9 shall not apply in respect of such modification). If this modification is not possible, the provision shall be deemed deleted.

8.13 No partnership or agency. Nothing in these Hardware Terms or in any Order shall give rise to any relationship of partnership, joint venture, or profit sharing between the parties.

8.14 Notices. Any notice to be given under these Hardware Terms and any Order must be given in writing. Notices to Customer shall be sent by e-mail to the address(es) specified in the Order or by post or delivery to Customer's registered address, and notices to Nasstar shall be sent by e-mail to the address(es) specified in the Order (with a copy to legal@nasstar.com) and with a copy by post or delivery to Nasstar's registered address. A notice sent in accordance with this clause shall be deemed effective: (i) if sent by email, when received by the recipient's e-mail server; (ii) if delivered personally, when left at the party's registered address; or (iii) if sent by post, two Business Days after posting by registered post.

8.15 Third-party rights. A person who is not a party to an Order has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of the Order or these Hardware Terms and the consent of such person shall not be required to affect any amendments to the same.

8.16 Governing law and jurisdiction. These Hardware Terms and each Order and any disputes arising therefrom shall be governed by and construed in accordance with the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out

of, or in connection with, these Hardware Terms or the relevant Order, its subject matter or formation (including non-contractual disputes or claims).

9. Definitions and Interpretation

9.1 In these Hardware Terms, unless the context otherwise requires, the below will be given the following meanings:

- (a) **"Business Day"**: A day other than Saturday, Sunday or a bank or public holiday in England.
- (b) **"Charges"**: The applicable price payable for the Products in accordance with these Hardware Terms.
- (c) **"Confidential Information"**: Any information disclosed by or on behalf of a party which is described as confidential or which a reasonable businessperson would regard as confidential.
- (d) **"Force Majeure Event"**: Any cause or event that is beyond the reasonable control of the affected party, to the extent that the affected party is without fault in causing or failing to prevent such occurrence.
- (e) **"Order"**: A contract for the supply of Products between Nasstar and the Customer, whether in the form of a statement of work, service agreement, standalone order form, or other ordering document.
- (f) **"Products"**: Each of the products, hardware, or equipment specified in an Order which Nasstar agrees to sell to the Customer.
- (g) **"Specification"**: Any specification including any relevant plans or drawings that are agreed in writing by the Customer and Nasstar.

9.2 In these Hardware Terms and each Order, unless the context requires otherwise: (a) any reference to an enactment includes that enactment as amended, extended, consolidated, or re-enacted, and any subordinate legislation made under that enactment; (b) the singular includes the plural and vice versa; (c) any reference to a party includes its successors and permitted assigns; (d) any reference to something being "written" or "in writing" includes



e-mail; (d) any reference to an English legal term includes, in any jurisdiction other than England, what most closely approximates that English legal term in that jurisdiction; (e) the words "includes", "including" and any similar words or expressions do not limit the generality or extent of any other words or expressions; (f) the headings in these Hardware Terms do not affect its interpretation; (g) an obligation for a party not to do something includes an obligation for that party not to cause or permit that thing to be done; and (h) if any capitalised term (or term beginning with a capital letter) is used but not defined in these Hardware Terms or any Order, the term shall be given its generally accepted meaning in the information and communications technology industry or, if it does not have such a meaning, its ordinary meaning in its context.

