HYPERTEC
MAKING IT PERFORM

Supply of Goods and Services

Terms and Conditions

September 2026

Supply of Goods and Services

1. Interpretation

1.1. Definitions

In these conditions, the following definitions apply:

Affiliate	any subsidiary of Hypertec Limited (company number 3258927) as defined in section 1159 of the Companies Act 2006.
Anti-Bribery Laws	the anti-corruption and/or anti-bribery laws in effect in jurisdictions where the Customer acts or markets, sells, distributes, or delivers the Goods, including but not limited to the Foreign Corrupt Practices Act of the United States and the UK Bribery Act 2010 and any local statutory legislation.
Backorder	an Order, or part of an Order, for Goods that are not available for immediate dispatch and which the Supplier has accepted for future supply subject to availability.
Business Day	a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business.
CFA 2017	the Criminal Finances Act 2017.
Conditions	the terms and conditions set out in this document as amended from time to time in accordance with clause 25.6.
Contract	the contract between the Supplier and the Customer for the sale and purchase of the Goods and / or Services in accordance with these Conditions.
Customer	means the person, company or firm who purchases the Goods and / or Services from the Supplier.
Customer Materials	all documents, information, items and materials in any form, whether owned by the Customer or a third party, which are provided by the Customer to the Supplier in connection with the Services.
Data	any information relating to a Data Subject.
Data Controller	has the meaning given to it under the Data Protection Laws.
Data Processor	has the meaning given to it under the Data Protection Laws.
Data Protection Laws	all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR, DPA 2018 and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which either party is subject, which relates to the protection of Data.
Data Subject	an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological,

	genetic, mental, economic, cultural or social identity of that natural person in accordance with section 3(2) of the DPA 2018.
Delivery Location	has the meaning given in clause 4.2.
Deliverables	any output of the Services to be provided by the Supplier to the Customer as specified in a Statement of Work and any other documents, products and materials provided by the Supplier to the Customer in relation to the Services.
D.O.A	Dead on Arrival and applies to Goods which fail on installation.
DPA 2018	the Data Protection Act 2018 (and regulations made thereunder).
EU GDPR	the General Data Protection Regulation ((EU) 2016/679).
Faulty Goods	Goods which fail after installation.
Force Majeure Event	has the meaning given in clause 17.
Goods	Hypertec distributed products, services, software and/or technology (or any part of them) as set out in the Order.
Insolvency Event	has the meaning given to it in clause 15.1.
IPR	patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Order	the Customer's order for the Goods and / or Services as set out in the Customer's purchase order form or in the Customer's written or verbal acceptance of the Supplier's quotation as the case may be.
Services	the services provided by the Supplier to the Customer from time to time, including the Deliverables supplied by the Supplier to the Customer as set out in the Specification and/or any customisation, implementation, installation or configuration services (or any part of them) relating to the Goods.
Site	the Supplier's e-commerce platform at www.hypertec.co.uk.
Specification	any specification for the Goods or Services that is agreed in writing by the Customer and the Supplier.
Statement of Work	a detailed plan describing the Services to be provided by the Supplier, the timetable for their performance and any related matters.
Supplier or Hypertec	Hypertec Limited, a company registered in England and Wales with company number 3258927, or, if different, the Affiliate which has entered into the Contract with the Customer.

UK GDPR	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.
VAT	means Value Added Tax.

1.2. Construction

In these conditions, the following rules shall apply:

a. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

b. A reference to a party includes its personal representatives, successors or permitted assigns.

c. A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re- enacted.

d. Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

e. Clause headings shall not affect the interpretation of these Conditions.

f. Subject to clause 25.2, a reference to writing or written includes faxes and e-mails.

2. Basis of Contract

2.1. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate (including under any purchase order, confirmation of Order, specification or any other document), or which are implied by trade, custom, practice or course of dealing.

2.2. In preparing any quotation or draft Statement of Work, the Supplier shall be entitled to ask the Customer for, and the Customer shall provide within 15 Business Days, such information as the Supplier may require in its absolute discretion. It shall be a condition of any quotation that the information provided by the Customer is correct, accurate, not misleading and a complete response to the Supplier's request(s) when provided and remains so for at least until the later of the date when the quotation lapses or the relevant Goods and/or Services are delivered.

2.3. The Customer shall indemnify the Supplier in full against all losses, costs, damages, claims, charges and/or expenses (including without limiting effect any obligation to pay any sum(s) to the relevant manufacturer(s) of relevant Goods or the provider of relevant Services) incurred by the Supplier as a result (whether directly or indirectly) of information provided by the Customer in accordance with clause 2.2 being or subsequently becoming incorrect, inaccurate, misleading and/or incomplete or of the Customer acting other than in accordance with such information.

2.4. A quotation or draft Statement of Work for the Goods or Services given by the Supplier shall not constitute an offer. Save where indicated to the contrary on the Supplier's quotation, the Supplier's quotation shall only be valid for a period of 7 days from its date of issue.

2.5. The Order constitutes an offer by the Customer to purchase the Goods and/or Services in accordance with these Conditions. The Customer is solely responsible for ensuring that the terms of the Order and any applicable Specification or Statement of Work are complete and accurate.

2.6. The Order shall only be deemed to be accepted when the Supplier confirms acceptance of the Order by formal acknowledgment or by processing the Order for delivery (whichever is earlier), at which point the Contract shall come into existence. The Supplier shall be entitled to either accept or to reject the Customer's offer and shall for the avoidance of doubt be under no obligation to accept the Customer's offer, particularly where its supplier is unable or unwilling to supply the Goods to the Supplier for onward supply to the Customer.

2.7. Once a draft Statement of Work is agreed, it shall be signed by both parties and form part of the Contract. No amendment may be made to it except in accordance with clause 25.6.

2.8. The Supplier's acceptance of all Backorders shall be subject to the Supplier's approval of the Customer's credit status.

2.9. Any samples, drawings, descriptive matter or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods and / or Services described in them. They shall not form part of the Contract or have any contractual force.

2.10. Any descriptions or illustrations on the Site are published for the sole purpose of giving an approximate idea of the services described in them and will not form part of the Contract or have any contractual force.

2.11. The Supplier reserves the right to vary the Specification and / or withdraw, modify or amend any Goods or Services without prior notice. Any such variation, withdrawal or modification shall not affect any Order that has already been accepted by the Supplier, save that the Supplier reserves the right to make any changes in the Specification which are required to conform with any applicable statutory requirements.

2.12. Notwithstanding anything contained in these Conditions, to the extent the Customer sells Microsoft products, the Additional Conditions are incorporated into these Conditions. To the extent of any conflict or inconsistency between the Conditions and the Additional Conditions, the Additional Conditions shall prevail.

3. Goods and Services

3.1. The goods are described on the site.

3.2. The services are described in the specification or Statement of work as applicable.

4. Delivery

4.1. The Supplier shall ensure that each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

4.2. Goods will be shipped or delivered to the address provided by the Customer as part of its customer account set up (Delivery Location) within a reasonable period following receipt of the Order or within such other period as shall be specifically agreed in writing by the Customer and the Supplier. Any request to amend or ship to an address other than the Customer's account address must be provided by the Customer to the Supplier in writing. The Supplier will not be liable for any loss, damages or delays arising out of or in connection with any such request.

4.3. Unless otherwise agreed in writing between the Customer and the Supplier, the Goods shall be delivered Incoterms®2020 DAP at the Delivery Location save where it has been agreed that the Customer will collect the Goods from the Supplier in which case the Goods will be delivered Incoterms®2020 FCA at the Supplier's premises

or save where, in accordance with the Windsor Framework to the EU-UK Withdrawal Agreement (the "Windsor Framework") the Goods designated for Northern Ireland, packaged for transport as a parcel, are not intended for re-export out of Northern Ireland in which case, at the Supplier's sole discretion, the Goods will be delivered Incoterms®2020 DDP. Delivery of the Goods shall be completed:

a. on their arrival at the Delivery Location; or

b. on the completion of loading of the Goods at the Supplier's premises in circumstances where it has been agreed that the Customer will collect the Goods from the Supplier.

4.4. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods howsoever caused.

4.5. If following receipt of the Order, the Supplier is unable to deliver the Goods for reasons beyond its reasonable control (including without limitation any restriction or withholding of supply by any manufacturer), the Supplier shall be entitled to terminate the Contract and the Supplier shall have no liability for such termination.

4.6. If the Customer fails to take or (as appropriate) accept delivery of the Goods, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract:

a. delivery of the Goods shall be deemed to have been completed at the point of attempted delivery or on the date that the Supplier notified the Customer that the Goods were ready;

b. risk in the Goods shall pass to the Customer (including for loss or damage cause by the Supplier's negligence);

c. the Supplier may store the Goods until the Customer takes delivery of the Goods, whereupon the Customer shall be liable for all related costs and expenses (including without limitation storage and insurance);

d. any discount or other allowance in respect of the Goods, which is or would otherwise be allowed to the Customer, shall be forfeited by the Customer.

4.7. If the Customer (including in the context of this clause any end user or consumer to whom the Supplier has delivered the Goods at the Customer's request) fails to take delivery or (as appropriate) accept delivery of the Goods, the Supplier may resell or otherwise dispose of part or all of the Goods and issue a credit note to the Customer for the price of the Goods less any reasonable transport and re-stocking costs.

4.8. The Goods may be delivered in instalments. Each delivery shall constitute a separate Contract and failure by the Supplier to deliver any one or more of the instalments in accordance with these Conditions or any defect in an instalment or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to cancel any other instalment and/or to treat the Contract as a whole as repudiated.

4.9. Where Goods are to be exported out of the United Kingdom (excluding Goods delivered into Northern Ireland under the Windsor Framework which are not intended for re-export out of the United Kingdom in accordance with clause 4.3 above) by the Supplier to the Customer or by the Supplier to the Customer's order the provisions of this clause 4.9 shall (subject to any special terms agreed in writing between the Customer and the Supplier) apply notwithstanding any other provision of these Conditions:

a. the terms of purchase will be subject only to the manufacturer's warranty and the Customer shall be solely responsible for ensuring that it fully understands and is aware of such warranty terms;

b. the relevant tax legislation will be applied in accordance with and under the United Kingdom legislation at the time of the Contract;

c. the Customer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination including, but not limited to, all applicable compliance requirements for placing the Goods on to the relevant market and for the payment of any duties thereon;

d. unless otherwise agreed in writing between the Customer and the Supplier, the Goods shall be delivered Incoterms®2020 DAP at the Customer's premises save where it has been agreed that the Customer will collect the Goods from the Supplier in which case the Goods will be delivered Incoterms®2020 FCA at the Supplier's premises;

e. the Supplier shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit;

f. the Customer shall not be entitled to withhold payment of the price for the Goods due to the Customer's failure to comply with the provisions of this clause 4.10;

g. the Goods will be packaged in accordance with the Supplier's standard practice, and the packaging shall meet any reasonable requirements stipulated in advance by any independent contractors or shippers.

5. Shortages or Damage in Transit

5.1. The Customer shall examine the Goods immediately upon delivery. The Supplier shall have no liability in respect of claims in respect of shortages or picking errors or damage in transit unless the Customer informs the Supplier's customer services department of such shortages or picking errors or damage by e- mail to cs@hypertec.co.uk within 2 Business Days after delivery. The Supplier shall have no liability in respect of claims for shortages or damages in transit if the Customer or its representative has signed for the Goods as being received either unchecked or in good condition.

5.2. Any liability of the Supplier for shortages or picking errors or damage in transit shall be limited to replacing the missing or wrongly picked or damaged Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods. The Customer shall return to the Supplier, promptly upon request, and in accordance with the Supplier's returns policy set out in clause 8, any Goods that have been incorrectly delivered.

6. Non-delivery

6.1. The Supplier shall not be liable for any non-delivery of Goods (even if caused by the Supplier's negligence) unless the Customer informs the Supplier's customer services department of such non-delivery by e-mail to cs@hypertec.co.uk within 2 Business Days of the date when the Goods would in the ordinary course of events have been received.

6.2. Any liability of the Supplier for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

7. Quality

7.1. The Supplier's D.O.A. returns procedure may vary depending on the manufacturer of the Goods and will be notified to the Customer upon the Customer notifying the Supplier that the Goods have apparently failed on installation.

7.2. In no circumstances may Faulty Goods be returned to the Supplier by the Customer without the prior written consent of the Supplier. The Customer must notify the Supplier of the fault becoming apparent and follow the instructions notified to it by the Supplier in relation to the fault.

7.3. The Supplier's liability (in contract, tort (including negligence), misrepresentation or otherwise) in respect of defects in the Goods shall be limited to the replacement or repair of faulty items or material, or issue of a credit note in respect thereof, or the granting of a refund or other such compensatory measures as the Supplier at its discretion considers appropriate in the circumstances, and shall be conditional upon the Customer complying with the conditions of the manufacturer's warranty (where applicable). Such measures shall relate only to the actual items or their value.

7.4. The following general provisions apply to D.O.A. and Faulty Goods:

a. any returns shall be subject to, and the Customer shall comply with, the Supplier's returns authorisation procedures as set out in clause 8;

b. the Customer shall be responsible for all transportation and insurance costs relating to returned Goods;

c. the Supplier shall not be responsible for installation of returned Goods after repair or exchange; and

d. any labour costs and expenses incurred in extracting defective parts and/or components shall be borne by the Customer and if incurred by the Supplier shall be paid for by the Customer at Supplier's then standard applicable rate.

7.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

7.6 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

8. Return of Goods

8.1. The Customer has no right to return Goods which have been delivered in accordance with the Contract.

8.2. The Supplier will not accept any returns unless:

a. the Customer first notifies the Supplier of any D.O.A. returns within 14 days of the date of delivery, giving the reason for the return;

b. the Customer first notifies the Supplier of any returns under clause 5.1 within 2 Business Days of the date of delivery;

c. any returns notification gives the reason for the return;

d. a returns authorisation number is obtained from the Supplier's customer service department by e-mailing cs@hypertec.co.uk;

e. the Goods are returned within 14 days of the date of issue of the returns authorisation number, at the Customer's cost;

f. the Goods returned are in the original packaging and in a clean resalable condition (subject only to defects which have been notified to the Supplier in accordance with clause 8.2(a));

g. the returns authorisation number is written on a label attached to the packaging.

8.3. Any returned Goods not meeting the criteria set out in clause 8.2 may, at the Supplier's discretion, be refused and returned to the Customer and/or, a handling charge (equal to a minimum of 15% of the Order value of the Goods involved) will be levied to the Customer's account to cover the additional costs involved (such as, without limitation, repackaging costs and/or the carriage and associated costs of returning the Goods to the Customer). In addition, the Customer will be charged for any damage caused to the Goods whilst they were in the Customer's custody or control.

8.4. If the Customer fails to make Goods ready for collection on the return date agreed with the Supplier, the Supplier reserves the right to charge the Customer a handling fee.

8.5. If, upon examination by the Supplier or the manufacturer, the returned Goods are found not to be defective, the Supplier reserves the right to return the Goods to the Customer or to dispose of the Goods and to charge the Customer a handling fee equal to a minimum of 15% of the Order value of the relevant Goods. In addition, the Customer shall be deemed to have purchased the replacement goods on these Conditions and the Supplier shall be entitled to invoice the Customer for the replacement goods.

8.6. The Supplier shall not be responsible for the loss in transit of any Goods where the Customer makes its own arrangements to return the Goods to the Supplier.

9. Title and Risk

9.1. The risk in the Goods shall pass to the Customer on completion of delivery.

9.2. Title to the Goods shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for: (a) the Goods; and (b) any other goods or services that the Supplier (or any associated company, subsidiary or holding company of the Supplier) has supplied to the Customer.

9.3. Until title to the Goods has passed to the Customer, the Customer shall:

a. hold the Goods on a fiduciary basis as the Supplier's bailee;

b. store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;

c. not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

d. maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

e. notify the Supplier immediately upon the occurrence of an Insolvency Event;

f. give the Supplier such information relating to the Goods as the Supplier may require from time to time; and

g. allow the Supplier access to its premises to verify that the Goods have been stored correctly.

9.4. Notwithstanding clause 9.3, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. The Supplier shall be entitled to recover payment for the Goods notwithstanding that ownership of any Goods has not passed from the Supplier.

9.5. If, before title to the Goods passes to the Customer, the Customer becomes subject to an Insolvency Event, or the Supplier reasonably believes that any Insolvency Event is about to happen and notifies the Customer accordingly, or if the Customer's right to possession of the Goods is terminated in accordance with clause 9.6, or if any sum due to the Supplier as referred to in clause 9.2 is not paid when due, then, provided that the Goods have not been resold or irrevocably incorporated into another product, and without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

9.6. The Customer's right to possession of the Goods shall terminate immediately if the Customer becomes subject to an Insolvency Event. However, the Supplier, having been informed of the Customer becoming subject to an Insolvency Event, may consent in writing (subject to such terms as the Supplier may in its sole discretion impose in respect of such consent) to the Customer's continued right of possession of the Goods.

10. Customer's Property

10.1. The Customer's property supplied to the Supplier by or on behalf of the Customer shall, while it is in possession of the Supplier or in transit to or from the Customer, be deemed to be at the Customer's risk and the Customer shall insure accordingly.

10.2. The Supplier shall be entitled to make a reasonable charge for the storage of any of the Customer's property left with the Supplier before receipt of the Order or after notification to the Customer of completion of the Services.

11. Supply of Services

11.1. The Customer may raise an Order for Services that it wishes the Supplier to provide (either as stand-alone services and/or in connection with the Goods). The Supplier shall, as soon as reasonably possible following its acceptance of any such Order, notify the Customer of the date by which it plans to commence the Services under the Order. Unless otherwise agreed by the parties in writing, the Customer shall not delay the agreed delivery date for the Services.

11.2. In preparation for the Services to be performed, the Customer shall if applicable:

a. at its cost, prepare the Customer site and co-operate with the Supplier in accordance with the Supplier's instructions and timescales;

b. provide an adequate environment and space for the safe operation of the Services;

c. provide to the Supplier in a timely manner all Customer Materials reasonably required under a Statement of

Work;

d. obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable the Supplier to use all of the Customer Materials in the provision of the Services.

11.3. The Supplier shall provide the Services using reasonable care and skill.

11.4. The Supplier shall be entitled to charge the Customer for any costs incurred by the Supplier as a result of any failure by the Customer to satisfy any requirements of clause 11.2.

11.5. The Customer hereby permits the Supplier to have access to the Customer site for the purpose of carrying out the Services at such times as may be agreed between the Supplier and the Customer, such access not to be unreasonably withheld or delayed.

11.6. The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

11.7. If the Services include configuration services the Customer shall be solely responsible for the accuracy of its Order which includes any such configuration services, the specification of the components and their configuration and for ensuring that the configured Goods specified are satisfactory for the purpose for which they are required, including that they have sufficient overall functionality and will support and be compatible and inter-operable with any hardware, software and middleware with which they are intended to operate.

11.8. In relation to the Deliverables:

a. the Supplier and its licensors shall retain ownership of all IPRs in the Deliverables, excluding the Customer Materials;

b. the Supplier grants the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty- free licence during the term of the Contract to copy and modify the Deliverables (excluding the Customer Materials) for the purpose of receiving and using the Services and the Deliverables in its business;

c. the Customer shall not sub-license, assign or otherwise transfer the rights granted in clause 11.8 (b).

11.9. In relation to the Customer Materials, the Customer:

a. and its licensors shall retain ownership of all IPRs in the Customer Materials;

b. grants to the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Materials for the term of the Contract for the purpose of providing the Services to the Customer.

11.10. The Customer:

a. warrants that the receipt and use in the performance of the Services by the Supplier, its agents, subcontractors or consultants of the Customer Materials shall not infringe the rights, including any IPRs, of any third party; and

b. shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including but not limited to 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 or paid by the Supplier arising out of or in connection with any claim brought against the Supplier, its agents, subcontractors or consultants for actual or alleged infringement of a third party's IPRs arising out of, or in connection with, the receipt or use in the performance of the Contract of the Customer Materials. This clause 11.10 shall survive termination of the Contract.

12. Credit Account

12.1. The Customer may apply to open a credit account with the Supplier by completing an online trade application form.

12.2. Once the Customer has completed the trade application form and submitted all required supporting documentation to the Supplier, the Supplier will review the trade application and notify the Customer of its acceptance or rejection within 5 Business Days of receiving such trade application (Application Period).

12.3. The Customer may request that the Application Period is expedited and the Supplier may expedite the Application Period at its sole discretion.

12.4. Following the opening of a credit account, the Supplier will issue a credit statement to the Customer on a monthly basis.

12.5. Credit accounts with overdue balances will be placed on credit hold. This means that no further Goods will be despatched and all support and repair/warranty services withdrawn until the account is brought in to order. Repeated failure to adhere to the Supplier's credit terms will result in permanent loss of the credit account.

12.6. All accounts are reviewed periodically in line with the Supplier's insurance terms and conditions and limits may be reduced/removed at the Supplier's discretion with no notification to the Customer. The Supplier may grant and remove credit lines at its sole discretion and is under no obligation to provide reasons why credit limits are removed or reduced.

13. Price and Payment

13.1. The price of the Goods and / or Services shall be the price at the date of dispatch or performance and the Supplier reserves the right to amend its quoted prices at any time prior to dispatch. The Supplier shall take all reasonable care to ensure that the prices stated for the Goods and/or Services are correct at the time when the relevant information was entered into the system. However, please see clause 13.14 for what happens if the Supplier discovers an error in the price of the Goods and/or Services ordered by the Customer.

13.2. The Supplier may, by giving notice to the Customer at any time, increase the price of the Goods and / or Services to reflect any increase in the cost of the Goods and / or Services that is due to:

a. any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, compliance with statutory provisions from time to time in force, and increases in labour, materials and other manufacturing costs and increases in prices charged to the Supplier by any manufacturer);

b. any request by the Customer to change the delivery date(s), the Delivery Location, quantities, capacity, form, content, style, description or types of Goods and / or Services ordered; or

c. any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.

13.3. Unless otherwise expressly agreed in writing the price of the Goods is exclusive of the costs and charges of packaging, insurance, transport of the Goods and any services, all of which will be charged at an extra cost. Any work or services carried out which is additional to that specified in the relevant quotation or the Order, whether experimentally or otherwise, shall be charged to the Customer.

13.4. The price of the Goods and / or Services is exclusive of amounts in respect of VAT. The Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and / or Services.

13.5. The Supplier may invoice the Customer for the Goods and Services on the date of dispatch of the Goods for delivery.

13.6. Unless otherwise agreed between the parties in writing, and except in the case of a cash sale which shall be paid for in accordance with clause 13.7, the Customer shall pay the invoice in full and in cleared funds within 30 days of the date of the invoice.

13.7. Where the Customer does not have a credit account with the Supplier, the Supplier may require immediate payment in full upon placing the Order.

13.8. Payment may be made by credit card. There will be a surcharge of two percent (2%) for payment by this method. The Supplier accepts the following cards: Visa, Access, Delta, Mastercard and Maestro.

13.9. The time of payment shall be of the essence of the Contract.

13.10. The Customer shall make all payments in pounds sterling. Payments in an alternative currency must be authorised in writing by an authorised representative of the Supplier prior to the Contract being concluded.

13.11. If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment (Due Date), then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount and an administration charge of 5% of the total amount due.

13.12. To the extent that the Customer has negotiated any rebate, discount or other concession directly with any manufacturer of the Goods, this shall be a matter between the Customer and such manufacturer and shall not bind or have any effect on the Supplier including without limitation the Customer's obligation to pay to the Supplier all amounts due under the Contract in full.

13.13. The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it or an Affiliate by the Customer against any amount payable by the Supplier or an Affiliate to the Customer under the Contract or any other contract in force between the parties.

13.14. It is always possible that, despite the Supplier's reasonable efforts, some of the Goods or Services on the Site may be incorrectly priced. If the correct price for the Goods or Services is higher than the price stated

on the Site, the Supplier will contact the Customer in writing as soon as possible to inform the Customer of this error and give the Customer the option of continuing to purchase the Goods or Services at the correct price or cancelling the Order. The Supplier will not process an Order until the Customer's instructions have been received. If the Supplier is unable to contact the Customer using the contact details the Customer provided during the Order process, the Supplier will treat the Order as cancelled and notify the Customer in writing. However, if the Supplier mistakenly accepts and processes an Order where a pricing error is obvious and unmistakable and could reasonably have been recognised by the Customer as a mispricing, the Supplier may cancel supply of the Goods or Services and refund the Customer any sums which have been paid.

13.15. In no case shall any dispute concerning:

a. any item or separate part of the Goods or Services; or

b. any other contractual obligation or liability of the Supplier to the Customer, affect the Customer's obligation in respect of payments to be made under these Conditions.

14. Cancellation, Termination and Suspension

14.1. The Customer's Order once accepted by the Supplier may only be cancelled or suspended with the Supplier's written consent and the Customer acknowledges that the Supplier reserves the right to require the Customer to reimburse the Supplier in full for any loss suffered as a result of such cancellation or suspension (including, but not limited to, payment for Services already carried out, materials specifically ordered and other additional costs including storage, loss of profit, damages, charges and expenses). Without limiting its rights under the Contract in any way, the Supplier reserves the right to charge the Customer for lost profit should the Customer cancel the Order without prior written agreement of the Supplier.

14.2. Without limiting its other rights or remedies the Supplier may, without liability to the Customer, suspend, cancel or terminate the Contract (and/or all further deliveries and/or all support and repair/warranty services under the Contract or any other contract between the Customer and the Supplier) with immediate effect by giving written notice to the Customer, and may recover all losses resulting therefrom, if the Customer:

a. commits a material breach of its obligations under the Contract;

b. fails to pay any amount due under the Contract on the due date for payment;

c. fails to pay any amount due under any contract referred to in clause 9.2;

d. commits or is party to dishonest or fraudulent conduct in relation to the Contract; and/or

e. becomes subject to an Insolvency Event.

14.3. On termination or suspension of the Contract for any reason:

a. the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;

b. the Customer shall return all Goods which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises or any other location and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use

them for any purpose not connected with the Contract;

c. the Supplier shall on request return any of the Customer Materials not used up in the provision of the Services;

d. the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

e. clauses which expressly or by implication have effect after termination shall continue in full force and effect.

15. Insolvency Events

15.1. For the purpose of these Conditions, the following events shall be deemed to be Insolvency Events:

a. the Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;

b. the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

c. (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

d. (being an individual) the Customer is the subject of a bankruptcy petition or order;

e. a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets;

f. (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;

g. (being a company) a floating charge holder over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;

h. a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;

i. any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 15.1(a) to clause 15.1(h) (inclusive);

j. the Customer encumbers or in any way charges any of the Goods;

k. the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business;

l. the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and

m. (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

16. Limitation of Liability

16.1. Nothing in these Conditions shall limit or exclude the Supplier's liability for:

a. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

b. fraud or fraudulent misrepresentation;

c. breach of the terms implied by section 12 of the Sale of Goods Act 1979; or

d. defective products under the Consumer Protection Act 1987.

16.2 Subject to clause 16.1:

a. the Supplier shall under no circumstances whatever be liable to the Customer for any losses or damages which may be suffered by the Customer (or any person claiming under or through the Customer), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence), breach of statutory duty, or otherwise howsoever including those, which fall within any of the following categories (without limitation):

   i. special damage even if the Supplier was aware of the circumstances in which such special damage could arise;
   ii. loss of profits;
   iii. loss of anticipated savings;
   iv. loss of business opportunity; and
   v. loss of goodwill; and

b. the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods and Services.

16.3. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

16.4. Notwithstanding any right to return Faulty Goods as set out in clause 7, the Supplier makes no

representations or warranties of any kind with respect to the Goods. To the extent permitted by law, the Supplier disclaims all representations and warranties, express or implied, as to the Goods or otherwise, including but not limited to any implied warranty of merchantability, non-infringement or fitness for a particular purpose. In particular the Supplier does not warrant that software provided by the Supplier is (a) uninterrupted or error-free and (b) fit for a particular purpose.

16.5. All reference to 'the Supplier' in this clause 16 shall, for the purposes of this clause only, be treated as including all employees, subcontractors and suppliers of the Supplier, all of whom shall have the benefit of the exclusions and limitations of liability set out in this clause.

17. Force Majeure

The Supplier shall not be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond the Supplier's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, pandemics, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

18. Data Protection

18.1. The Customer is the Data Controller of any Data which is transferred by the Customer to the Supplier in connection with the supply of the Goods and/or Services.

18.2. The Customer agrees and warrants that:

a. it shall at all times comply with the Data Protection Laws;

b. it has all necessary appropriate consents and/or notices in place to enable lawful transfer under a lawful basis of the Data to the Supplier for the duration and purposes of the Contract; and

c. it shall implement appropriate technical and organisational measures for the lawful transfer of the Data to the Supplier.

18.3 The Supplier shall:

a. comply with the Data Protection Laws;

b. process the Data as Data Processor in accordance with the Supplier's privacy policy set out here https://www.Hypertec.co.uk/policy-privacy.php save to the extent varied by the Customer's written instructions to the Supplier.

18.4. The Customer agrees to indemnify and keep indemnified and defend at its own expense the Supplier against all costs, claims, damages or expenses incurred by the Supplier or for which the Supplier may become liable due to any failure by the Customer or its employees or agents to comply with any of its obligations under the Data Protection Laws.

19. Confidentiality

19.1. Each party undertakes not at any time during the Contract and for a period of five years after termination of the Contract to disclose to any person any confidential information concerning one another's business, affairs, customers, clients or suppliers, except as permitted by clause 19.2.

19.2. Each party may disclose the other's confidential information:

a. to such of its respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of exercising its respective rights or carrying out its respective obligations under the Contract. Each party will ensure that such employees, officers, representatives, subcontractors or advisors comply with this clause 19; and

b. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

19.3. Each party may only use the other's confidential information for the purpose of fulfilling its respective obligations under the Contract.

20. Records and Audit

20.1. The Customer will maintain legible, accurate and complete books and records (including any certifications and authorisations) relating to the Contract or the sale, distribution, licensing, delivery, or end-use of the Goods for a period of 7 years from the date of creation or longer in accordance with (i) statutory requirements or (ii) any period during which a government or regulatory body may require access to that information. At the end of such retention period specified herein, the Customer must dispose of all records appropriately.

20.2. At the Supplier's request, the Customer must cooperate and assist the Supplier with any audit, review, or investigation (Audit) that relates to (i) these Conditions or the Customer's compliance with the law; (ii) the Customer's sale, distribution, licensing, or delivery of the Goods; (iii) any rebates, incentives, concessions, or other amounts paid or payable by the Supplier; or (iv) any amounts due to the Supplier. In connection with an Audit, the Customer will deliver all records, information, and documents reasonably requested by the Supplier. The Supplier has the right to conduct onsite Audits, and the Customer will grant the Supplier, its employees and representatives reasonable access to information, records, personnel, and customers, (including customer agreements to verify the Customer's compliance with the Contract) and provide entry and access to the Customer's premises or other locations (during normal business hours) where such information and records are located.

21. Compliance with law

21.1. The Supplier takes a zero tolerance approach to bribery and corruption.

21.2. The Customer agrees to comply with all laws and regulations that apply to the Customer in regard to the Contract and any onward sale, distribution or delivery of the Goods. The Customer shall procure that any third party engaged in connection with the Contract or the sale, distribution, or delivery of the Goods complies with all applicable laws and regulations. The Customer agrees to maintain, throughout the duration of dealings between the Customer and the Supplier, its own policies and business controls to ensure compliance with these laws, including having adequate procedures designed to ensure that any third party the Customer engages complies with applicable laws and regulations. The Customer must provide a copy of such policies and procedures to the Supplier on request and agrees to monitor and enforce such policies and procedures as appropriate. The Customer agrees at all times to conduct its business in an ethical manner and avoid any business practices that

may be perceived as deceptive, misleading, or otherwise improper or amount to a misrepresentation of the Supplier or the Goods or their capabilities.

22. Anti-Bribery laws

22.1. The Customer agrees to comply with the Anti-Bribery Laws. The Customer will not take or allow any third party to take any action or engage in any practice that would violate the Anti Bribery Laws.

22.2. The Customer warrants and represents that neither the Customer nor any of its officers or employees has been convicted of any offence involving bribery, corruption, fraud or dishonesty or, to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceeding by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Anti- Bribery Laws.

22.3. The Customer shall (i) maintain, throughout the duration of dealings between the Customer and the Supplier, its own anti-corruption policies and procedures, including without limitation, adequate procedures designed to ensure that the Customer and any third party the Customer engages in connection with the Contract comply with the Anti Bribery Laws; (ii) provide a copy of such policies and procedures to the Supplier on request; and (iii) monitor and enforce such policies and procedures as appropriate.

22.4. The Customer shall provide information, documentation and reasonable assistance to the Supplier and its representatives for the purposes of ensuring the Customer's compliance with the Anti-Bribery Laws or to support an inquiry or investigation of a suspected violation of those laws.

22.5. The Customer acknowledges, represents and warrants its compliance with the provisions of Part 3 of the CFA 2017 specifically in relation to criminal tax evasion and/or facilitation.

23. Export Control

23.1. The Customer agrees and undertakes to comply with all applicable export and re-export and in-country transfer control laws and regulations, including but not limited to those imposed, administered or enforced from time to time by the U.S. government through the

23.2. U.S. Department of Treasury, the U.S. Department of Commerce, the U.S. Department of State, or the European Commission, or the UK government through the UK Department for International Trade and the Export Control Joint Unit, the UK Foreign and Commonwealth Office, or Her Majesty's Treasury of the United Kingdom (Export Control).

23.3. At the time of Order, the Customer is required to inform the Supplier of any plans to export/re-export the Goods and will obtain an end- use statement from the end-customer regarding the end-use of the Goods in question.

23.4. The Supplier's acceptance of any Order subject to an export licence is contingent on the issuance of applicable licence and the Supplier shall not be held liable for delays or failure to deliver as a result of not obtaining an applicable export authorization.

23.5. Neither the Customer nor any of its owners, affiliates, related parties or subsidiaries nor any of its directors or directors of its owners, affiliates, related parties or subsidiaries or any of its administrators, officers, board of directors (supervisory and management), members or employees is the subject or target of any UK, U.S. or other national government financial and economic sanctions or trade embargoes or otherwise identified on a list of prohibited, sanctioned, debarred, or denied parties, including but not limited to those imposed, administered or

enforced from time to time by the U.S. government through the U.S. Department of the Treasury, Office of Foreign Assets Control's Specially Designated Nationals List, the Bureau of Industry and Security of the U.S. Department of Commerce, the US Department of Commerce's Denied Persons List, Entity List or Unverified List or the U.S. Department of State, the United Nations Security Council, the European Union, or Her Majesty's Treasury of the United Kingdom or the Organisation for Security and Co-operation in Europe (collectively Sanctions). Should this position change, the Customer will inform the Supplier within 48 hours of the Sanction being imposed.

23.6. The Customer has adequate controls and systems in place to screen, and is fully responsible for screening transactions of customers, sub- contractors, suppliers, vendors, and all other third parties who may assist, benefit from, or provide goods or services to, or receive goods or services from the Customer, and to ensure compliance with applicable laws pertaining to Export Controls and / or Sanctions. The Customer will not supply, sell, export, re-export or transfer (in country or otherwise) the Goods directly or indirectly to any country, entity or person which is subject to Export Controls and / or Sanctions.

23.7. In the event that the Customer provides any software to the Supplier, the Customer acknowledges that it remains responsible for export compliance requirements related to any such software and that all necessary export compliance information pertaining to such software will be provided in advance of any export or transfer to the Supplier.

23.8. The Customer agrees to fully indemnify and hold harmless the Supplier and its representatives from any third party claims, damages, costs, losses, and/or liabilities arising out of the Customer's non-compliance or alleged non-compliance with Export Control and Sanctions regulations. This clause will survive termination of the Contract.

23.9. Nothing in the Contract is to be construed as authorization by the Supplier for the Customer to market or resell the Goods in violation of the provisions of this clause 23.

24. Flow Down Terms

The Customer shall use reasonable endeavours (a) to flow down the following terms to its customers and (b) to inform its customers (if applicable) to flow down such terms to their end-users, in a form substantially similar to the terms in these Conditions:

a. Data Protection (clause 18)

b. Records and Audits (clause 20)

c. Compliance with law (clause 21)

d. Anti-Bribery Laws (clause 22)

e. Export Control (clause 23).

25. General

25.1. Assignment and subcontracting

a. The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

b. The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Supplier.

25.2. Notices

a. Any notice given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier or fax. Notices will not be validly served if sent by e-mail.

b. A notice shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 25.2(a); if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax, one Business Day after transmission.

c. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

25.3. Severance

a. If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

b. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

25.4. Waiver

A waiver by the Supplier of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by the Supplier to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy by the Supplier shall preclude or restrict the further exercise of that or any other right or remedy.

25.5. Third party rights

A person who is not a party to the Contract shall not have any rights under or in connection with it.

25.6. Variation

a. The Supplier has the right to vary these Conditions from time to time on giving the Customer at least 14 days' notice in writing. Such variation shall be deemed accepted by the Customer placing an Order on or after such 14 day notice period.

b. Except as set out in these Conditions, any purported variation to the Contract by the Customer , including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Supplier.

25.7. Authority to bind the Supplier

No representations or warranties made by members of the Supplier's sales team shall bind the Supplier unless they are set out in these Conditions.

25.8. Right to recover costs for overdue amounts

The Supplier shall have the right to recover from the Customer all sums which it incurs in recovering overdue amounts from the Customer including but not limited to the cost of using third party debt collectors.

25.9. Entire agreement

The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract. In entering into the Contract the Customer acknowledges that it does not rely on, and irrevocably waives any claim it may have for damages for or right to rescind the Contract for, any such representations which are not so confirmed (unless such representations were fraudulently made).

25.10. Governing law and jurisdiction

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Appendix 1

Additional Conditions

For the purpose of these Additional Conditions, the following definitions shall apply:

1. Definitions

"Confidential Information" means a party's non-public information, know-how, or trade secrets that (a) the party designates as being confidential; or (b) given the nature of the disclosure or circumstances surrounding the disclosure, the receiving party should treat as confidential.

"End User Agreement" means an agreement between a Qualified Customer and Microsoft, or a Microsoft Affiliate, and the associated Microsoft license terms that govern a Qualified Customer's use of a Product.

"Guide(s)" means a document delivered or made available to you by Supplier that specifies the execution and operational details, policies, and requirements applicable to the distribution of a Product.

"Indirect Reseller" means a company or other legal entity located in the Territory that is authorized by Supplier or Microsoft to further onward distribute Products to a Reseller or a Qualified Customer also located in the Territory.

"Indirect Provisioner" means a company or other legal entity located in the Territory that is authorized by Supplier or Microsoft to act as an agent to further onward distribute Products to a Provisioner or a Qualified Customer also located in the Territory.

"Laws" means all applicable international, national, and local laws (including regulations and binding judicial law) as amended, extended, repealed and replaced, or re-enacted.

"Marketing Materials" means any marketing materials provided or made available by Microsoft to promote and facilitate the sale of Products.

"Marks" means trademarks, trade names, trade dress, or logos.

"Microsoft" means the applicable Microsoft entity (including Microsoft Affiliate) that has authorized Supplier to distribute the Products under a Program.

"Microsoft Affiliate" means Microsoft Limited or Microsoft Ireland Operations Limited.

"Product(s)" means the online services, tools, software, hardware, currency stored value, subscription services, professional support or consulting services or other products that Microsoft may make available or incentivize under a Program.

"Product Terms" or **"Additional Terms"** means the additional terms, conditions, or restrictions that apply to specific Products in connection with a Program.

"Program" means an engagement between Microsoft and Supplier under which Microsoft may make available to Supplier certain rights, investments, or other benefits related to using, interoperating with, integrating, sublicensing, distributing, re-selling, promoting, or marketing Products.

"Provisioner" means an entity that is authorized to act as an agent to onward distribute Products directly to a Qualified Customer.

"Qualified Customer" means an End User within the Territory that acquires Product from a retail store or retail website. "End User" as used herein means a person, company, or other legal entity that acquires a Product for its end use rather than for resale.

"Reseller" means an entity that distributes Products directly to a Qualified Customer.

"Street Date" means the first date on which Product is made available for purchase and receipt by Qualified Customers.

"Sub-distributor" means, as applicable, Indirect Reseller, Reseller, Indirect Provisioner or Provisioner.

"Supplier" means Hypertec Limited.

"Territory" means Europe, Middle East and Africa (excluding Russia, Belarus and any other embargoed or sanctioned country).

These Additional Conditions apply if you are a Sub-distributor of Products. In addition, if you onward distribute Products to another Sub-distributor, you must notify each such Sub-distributor that their right to distribute Products is also subject to their ongoing compliance with these Additional Conditions. Compliance with these Additional Conditions is a condition of distribution and failure to comply may result in the termination of your ability to distribute such Products without waiving any other rights or remedies that may be available to the Supplier.

2. Distribution Requirements

a. Sub-distributor shall distribute Products only in the Territory and only as permitted by Supplier.

b. Sub-distributor acknowledges and agrees that neither Microsoft or Supplier(i) will have any liability to Sub-distributor or any Qualified Customer arising from Product availability or any Product shortages; and (ii) may at any time discontinue a Product, limit order quantity, or impose other limitations or conditions on Products.

c. Sub-distributor shall not distribute Products provided by any source other than Supplier or another Sub-distributor that acquires Products from Supplier unless such source is a Microsoft-approved distributor of the Products.

d. If Microsoft or Supplier issues a notice of Product discontinuance, Sub-distributor shall comply with any related instructions, including to immediately return or destroy all Products to Supplier if applicable.

e. Sub-distributor shall promptly report any damaged Products to Supplier and shall not further distribute any such damaged Products.

f. Sub-distributor shall adhere to all Guides and Product Terms applicable to the Products, whether provided by Supplier or Microsoft.

3. Marketing

Microsoft grants to Sub-distributor a non-exclusive, revocable, non-transferable and limited license to use the Marketing Materials and any Marks that correspond to the Products that Sub-distributor is authorized to distribute. Such use shall be solely in connection with the distribution of Products to Qualified Customers in the Territory and subject to these Additional Conditions. All rights not expressly granted to Sub-distributor with respect to the Marketing Materials and Marks are reserved by Supplier. Sub-distributor shall not remove or modify any proprietary notices, licenses, Marks or copyright notices contained in any Marketing Materials. Sub-distributor shall at all times comply with the trademark and branding guidelines as per provided by Supplier from time to time. Sub-distributor shall promptly correct any misuse upon notice from Supplier or Microsoft.

Sub-distributor shall use only the most up-to-date Marketing Materials and Marks. Following notification from Supplier or Microsoft that new Marketing Materials or Marks are available or that existing Marketing Materials or Marks have been modified, Sub-distributor shall take reasonable efforts to promptly update its own use of any such Marketing Materials or Marks. Sub-distributor shall reasonably cooperate with all requests from Supplier or Microsoft to immediately cease use of Marketing Materials or Marks, including in response to any third party infringement claim or requirement under Laws. Sub-distributor shall not continue to use Marketing Materials or Marks after receiving notice from Supplier or Microsoft to cease such use, including in connection with a legal claim or to otherwise comply with Laws. Sub-distributor shall promptly comply with all reasonable instructions in the event of a cease marketing event.

Sub-distributor shall not use any unauthorized, illegal, counterfeit, or modified hardware or software in connection with any Product.

Sub-distributor shall not repackage or otherwise hard bundle a Product with any other Product or product without Microsoft's prior written consent.

Sub-distributor shall not create a promotional bundle (i.e., a soft-bundle) that could reasonably create confusion as to the manufacturer origin of the Product or harm Microsoft's brand name or reputation.

If Sub-distributor is a Reseller or a Provisioner, it shall have sole responsibility for providing all aspects of customer support, customer service and billing for the purchase of Products except as may be set forth in the Product Terms. Such Sub-distributor understands and agrees that neither Supplier nor Microsoft shall have any responsibility for support with regard to the purchase and fulfilment process for Products.

4. Restrictions

Sub-distributor shall not:

a. (i) Change, decompile or reverse engineer any Product, in whole or in part, (except and only to the extent expressly required by Laws despite this limitation); (ii) lease, rent, sublicense, publish, change, adapt or translate any portion of any Product; (iii) make unauthorized copies of any Product; (iv) modify any accompanying End User Agreement; or (v) cause any Product, in whole or in part, to be governed by an excluded license. An "excluded license" is any license that requires, as a condition of use, modification or distribution of the Product, that the Product be: (A) disclosed or distributed in source code form; (B) licensed for the purpose of making derivative works; or (C) redistributable at no charge.

b. Distribute Products with any terms that would alter Microsoft's obligations to the Qualified Customer as set forth in the applicable End User Agreement, Product Terms or such other Microsoft written documentation that may be included in any Product.

c. Distribute any Product prior to the Street Date specified by Microsoft and communicated by Microsoft or Supplier or after the end-of-life date identified by Supplier or Microsoft, in either case, if applicable.

d. Embed advertising in any Product or in any transaction involving a Product unless approved by Supplier or Microsoft.

e. Distribute any Product after receiving notice from Supplier or Microsoft to cease distribution, including in connection with a legal claim, recall, error, or defect scenario involving a Product. Sub-distributor shall promptly comply with all reasonable instructions in the event of a cease distribution event.

f. Distribute Products other than to: (i) a Reseller or Provisioner in the Territory, as applicable; (ii) another Sub-distributor in the Territory which then sells such Products to a Reseller or Provisioner in the Territory, as applicable; or (iii) a Qualified Customer in the Territory.

g. Liquidate or retain a liquidator or other unauthorized third party to dispose of Product inventory, unless the Guides applicable to such Product expressly authorize such use.

5. Termination of Status

Sub-distributor acknowledges that Supplier or Microsoft may terminate or indefinitely suspend these Additional Conditions and all rights granted hereunder or otherwise to distribute the Products at any time and for any reason immediately on written notice to Sub-distributor.

Sub-distributor must take the following actions upon termination of its rights to distribute Products unless otherwise directed in writing by Supplier or Microsoft: (i) immediately cease distribution of the Products; (ii) promptly remove any other advertising, marketing or branding, including but not limited to in-store and online merchandising, that include the Products, Marketing Materials or Marks; (iii) return to Supplier or Microsoft or destroy, at no expense to Supplier or Microsoft, all Products, Marketing Materials and Microsoft Confidential Information in Sub-distributor's possession or control in strict accordance with Microsoft's instructions; and (iv) provide any other cooperation, as reasonably requested, to Supplier and Microsoft.

6. General

a. Compliance with Laws. Sub-distributor shall: (i) ensure that the distribution, sale and disposition of Products comply with all Laws; (ii) use its best efforts to prevent unauthorized distribution, duplication, or pirating of Products; and (iii) not knowingly distribute or aid in the distribution of any counterfeit product. Sub-distributor shall conduct its respective business activities in full compliance with all applicable import and export laws and regulations, including but not limited to, trade laws such as the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and sanctions regulations administered by the U.S. Office of Foreign Assets Control ("trade laws"). Sub-distributor will not take any action that causes Microsoft or Supplier to violate U.S. or other applicable trade laws. Supplier may suspend or terminate these Additional Conditions immediately to the extent that Microsoft or Supplier reasonably concludes that continued performance would violate trade laws or put them at risk of becoming subject to economic sanctions under trade laws.

b. Cooperation with Laws. Sub-distributor shall cooperate with Supplier's and Microsoft's reasonable requests aimed at ensuring their compliance with Laws applicable to the Products. If Microsoft or Supplier is required to report to any governmental agency that regulates any matter related to the distribution of Products, Sub-distributor will reasonably cooperate and provide assistance as needed.

c. Records and Audits. Sub-distributor shall keep and maintain complete and accurate records on its

premises of all matters governed by these Additional Conditions. During the term and for a period of 2 years following the termination of these Additional Conditions, Sub-distributor agrees that Supplier, Microsoft or their designated representatives, may conduct audits of Sub-distributor's applicable books, records, systems and operations upon 24 hours' notice, to verify Sub-distributor's compliance with these Additional Conditions. Unless otherwise requested by Microsoft, Sub-distributor will promptly correct any errors and omissions disclosed by such audit.

d. Microsoft Cloud Partner Program. Where applicable, Sub-distributor agrees to abide by the relevant Microsoft Cloud Partner Program Agreement and any Product specific additional terms associated therewith as an ongoing condition of its being able to resell Products.
Supplier reserves the right to reject the partnership of a Sub-distributor in the distribution of Products if Supplier or Microsoft reasonably determines that the participation of such Sub-distributor creates additional risk of legal liability for Supplier or Microsoft, including as a result of alleged violations of anti-corruption laws. Notwithstanding anything otherwise provided in these Additional Conditions, Supplier reserves the right to reject any purchase order based on the participation of a Sub-distributor that Microsoft has rejected in accordance with this section. Sub-distributor may be required to meet additional eligibility and competency requirements in order to be eligible to resell certain Products.

e. Product Warranty. Sub-distributor understands and agrees that the Products are provided with no warranty from Supplier or Microsoft except to Qualified Customers as may be set forth in the applicable End User Agreement or Product Terms accompanying a Product. Sub-distributor will ensure that any applicable End User Agreement or materials containing the warranty shall accompany the applicable Product that Sub-distributor distributes.
The limited warranties contained therein are in lieu of all other warranties, express or implied, or statutory, including implied warranties of fitness for a particular purpose, noninfringement of intellectual property or any other obligations or liabilities on Supplier's or Microsoft's part, and Sub-distributor shall waive and disclaim any such other warranties to the full extent permitted by Laws. Sub-distributor will not make any representations, warranties, guarantees or promises with respect to any Product that would alter Supplier's or Microsoft's obligations to Qualified Customers. Sub-distributor will be responsible for any extended manufacturer's warranty that it provides to Qualified Customers.

f. Privacy/Security. Sub-distributor shall adhere to all applicable privacy Laws related to the storage, collection, use and processing of personal information and payment card data related to its distribution of Products. In addition to any other security measures required by Supplier, Sub-distributor shall implement and maintain commercially reasonable security procedures and measures in connection with the ecommerce systems used in distributing the Products (including physical lock/key security, computer and communications network security and data security) designed to prevent disclosure of Microsoft intellectual property and Confidential Information to any unauthorized persons or any damage to Products, Marketing Materials or Microsoft Confidential Information. Sub-distributor shall promptly notify Supplier and Microsoft in writing in the event of any material breach or failure to comply with these or any other security or data protection requirements or of any breach of its security affecting Products, Marketing Materials or Microsoft intellectual property or Microsoft Confidential Information and shall reasonably cooperate with Supplier and Microsoft with respect to investigating or mitigating such breach.

g. Modification. Microsoft or Supplier may modify these Additional Conditions from time to time. Supplier will notify Sub-distributor of any such modifications and Sub-distributor must comply with such modified terms according to the notice from Supplier.

h. Systems Integration Requirements. Sub-distributor must satisfy any systems integration requirements provided by Supplier or Microsoft prior to and as an ongoing condition of distributing Products to Qualified Customers.

i. **Maintaining and Reporting Eligible Status.** From time to time, Supplier or Microsoft may require Sub-distributor to provide such information as reasonably necessary to demonstrate that Sub-distributor meets all requirements to participate as a Sub-distributor and is in compliance with these Additional Conditions. Sub-distributor shall promptly respond to any such request from Supplier.

Adam Turner
Managing Director
01.09.2026