



(* Please ensure all fields with an Asterisk are completed prior to sending back to Exclusive)

COMPANY DETAILS			
Legal Status (please select) *	Limited <input type="checkbox"/>	Sole Trader <input type="checkbox"/>	Partnership <input type="checkbox"/> Incorporation <input type="checkbox"/>
Company Name *			
Trading Name (if different)			
Registered Address *			
VAT Registration Number *			
Company Registration Number *			
D-U-N-S Number (if applicable)			
ACCOUNTS INFORMATION			
Invoice Address (if different)			
General Accounts Email			
Email to receive Invoices *			
Telephone Number *			
Credit Facility Requested *			
BUSINESS/TRADE REFERENCES			
Company Name			
Contact Name		Email	
Company Name			
Contact Name		Email	
* DECLARATION			
To be completed by a Director or Officer of limited company OR Proprietor OR All Partners. "I/We agree to abide by the Terms and Conditions of Exclusive Networks Limited"			
Signature		Name (Printed)	
Position		Date	
Additional Partners' Signatures (Partnerships Only)			
Signature		Name (Printed)	

STANDARD ACCOUNT TERMS ARE 30 DAYS FROM DATE OF INVOICE

General Terms and Conditions of Sale

I – GENERAL REMARKS:

Placing an order automatically entails acceptance of these General Terms of Sale and, where relevant, of the special conditions specified at the time of the order.

Offers are valid within the limits of the option period which, unless otherwise stipulated, is fifteen days starting from the presentation of the offer. Any information on the catalogues, manuals and price lists is for information only; EXCLUSIVE NETWORKS may have to make changes to it at any time without notice.

No additions, omissions or modifications to any of the provisions of these terms of sale will be binding on EXCLUSIVE NETWORKS without their written agreement.

II – THE ORDER:

Any clauses or special purchase conditions on the customer's Purchase order that are in contradiction with these terms and conditions are not applicable, except with the express written agreement of EXCLUSIVE NETWORKS. Once a customer places an order, EXCLUSIVE NETWORKS will acknowledge receipt of the order and will have the option of notifying refusal or amendment within three days of acknowledgement of receipt. If no refusal or amendment is notified, the order becomes binding at the end of the third day following the acknowledgement of receipt. Any changes to the order notified by EXCLUSIVE NETWORKS during this period shall be considered accepted by the customer, unless the customer notifies EXCLUSIVE NETWORKS of its opposition in writing within three days starting from the date of the notification. In the event of a change, the order shall only be considered final upon receipt of the customer's consent, or on expiry of this three-day period. In the event of a modification of any kind (designation, quantity, etc.) to an order already received and confirmed by EXCLUSIVE NETWORKS, the conditions granted previously cannot be extended without EXCLUSIVE NETWORKS' consent.

An order accepted may, nonetheless, be cancelled by EXCLUSIVE NETWORKS should the customer fail to fulfil their obligations arising from article XIV.

III THE PRODUCTS AND SERVICES ORDERED:

EXCLUSIVE NETWORKS' commercial proposal and invoice itemise the products and services ordered, which may be hardware, software or related services.

Hardware sales:

EXCLUSIVE NETWORKS sells hardware sourced from different suppliers, for whom they are the authorized distributor. The technical characteristics and documentation of this hardware is the responsibility of the supplier and is handed over as is by EXCLUSIVE NETWORKS.

Supply of software:

EXCLUSIVE NETWORKS grants the customer the right to use each software programme ordered or which is integrated into hardware sold. The conditions under which this right of use is granted, and the obligations the customer accepts vis-à-vis the supplier of the software concerned, may be detailed in a licence issued by the latter and appended to the invoice and to these general terms. The customer undertakes to forward the terms of this licence to its end customer.

In the absence of a licence and specific conditions, the right to use the software ordered or installed in hardware sold by EXCLUSIVE NETWORKS is limited to the operational implementation of a single copy of this software, to the exclusion of any right of reproduction, modification or correction of errors. EXCLUSIVE NETWORKS is not, under any circumstances, responsible for any problems that may affect the software, nor for the temporary interruption (in particular for correction, update or other reason) or permanent discontinuation, by the publisher of this software.

Related services:

When the hardware sold, or the software supplied, are subject to a maintenance or update service from their supplier, ordering them from EXCLUSIVE NETWORKS entails the ordering of the service in question, the financial conditions of which are itemised in the commercial proposal and the invoice.

EXCLUSIVE NETWORKS may also provide itself or *via* the supplier or a third party provider, additional services, such as installation, which will be subject to a separate order at conditions stipulated in the commercial proposal and the invoice.

In the event that EXCLUSIVE NETWORKS is to provide Training or Professional services, the proposed terms thereof will be set out by EXCLUSIVE NETWORKS in a quote and subject to acceptance by the customer by Purchase Order. Unless otherwise agreed in writing,

payment will be made in advance in respect of any such Training, or upon receipt of an invoice for Professional Services.

Intellectual Property:

The purchase of hardware or the supply of software ordered from EXCLUSIVE NETWORKS does not confer any intellectual property rights on the customer and obliges them to respect any intellectual property rights held by the supplier of the hardware or the software concerned. In consideration of which, the customer is guaranteed against any breach of quiet possession due to a third party claim affecting an intellectual property right and with the consequence of a restriction or prohibition of use of the hardware or software supplied. On the other hand, EXCLUSIVE NETWORKS shall not be liable in any way for any problems arising from the operation, introduction or maintenance of software that it did not supply.

IV – PRICES:

Goods and equipment will be invoiced at the EXCLUSIVE NETWORKS' rate valid on the date of delivery. Prices are exclusive of any tax, duties, fees or other government levies; any taxes, delivery charges, fees, shipping, packaging and insurance will be invoiced in addition, at the rate applicable on the date of sale or delivery. Orders for special services and products not on EXCLUSIVE NETWORKS' price list shall be invoiced at the price stipulated in the commercial proposal.

Where Services are provided on a fixed price basis, the total price for the Services shall be the amount set out in the relevant Statement of Work, and the customer is liable to pay hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by EXCLUSIVE NETWORKS in providing the Services.

V- BILLING:

Acceptance of these general terms of sale implies the customer's express agreement to receive, where relevant, electronic invoices in substitution of paper invoices from EXCLUSIVE NETWORKS. An option to receive e-invoices through Tungsten Networks and Ariba is also available.

VI – DELIVERY TIMES:

The delivery times communicated to the customer are given as an indication, as EXCLUSIVE NETWORKS is dependent on its own suppliers. Time of delivery is not of the essence.

EXCLUSIVE NETWORKS is entitled to suspend or cancel a delivery in serious circumstances, and in particular in the following cases:

- Should the customer fail to comply with the agreed payment terms;
- Should the customer fail to provide EXCLUSIVE NETWORKS in a timely manner with the technical, financial or commercial information or specifications, necessary for dispatch;
- Force majeure or events such as social strife, epidemic, war, requisition, fire, flood, tooling accidents, significant scrapping of parts during manufacture, interruption or delays in transport, or any cause leading to a partial or total work stoppage at EXCLUSIVE NETWORKS or their suppliers. The possible prohibition on exports pronounced by the government of the country of origin of the hardware is considered, among other things, as a case of force majeure.

In any case, the time for obtaining administrative permits and carrying out formalities is added to the delivery time communicated to the customer.

VII – TRANSPORT AND DELIVERY:

For deliveries in the United Kingdom of hardware products, the customer mandates Exclusive Networks to organise the transport of said products to the delivery address according to the information communicated by the customer.

For deliveries in mainland United Kingdom, the DAP Incoterm is applicable by default. The CIP Incoterm (according to Incoterms 2010) is applicable if the place of delivery is outside mainland United Kingdom.

In the absence of any special purchase conditions on the customer's purchase order, the goods are deemed as having to be delivered to the customer at their head office. They are dispatched with carriage and packaging the responsibility of EXCLUSIVE NETWORKS. Insurance is provided by EXCLUSIVE NETWORKS up to customer delivery; these costs are invoiced as a fixed price.

No recourse may be exercised against EXCLUSIVE NETWORKS, the forwarding agent or the haulier for losses, spoilage or damage incurred by the goods, unless an official report with irrefutable probative force has been sent to the haulier or the forwarding agent within two days and EXCLUSIVE NETWORKS formally notified within the same time period.

The accessibility and layout of the premises intended to receive heavy, cumbersome equipment must be provided in a timely manner by the

customer; EXCLUSIVE NETWORKS shall not bear the cost of this under any circumstances.

VIII – RETURN OF GOODS:

No merchandise can be returned without the prior written agreement of EXCLUSIVE NETWORKS.

EXCLUSIVE NETWORKS must be notified of the intention to return, within 7 days of delivery, and all goods must be undamaged and in their original packaging.

The costs of transport and re-warehousing are the responsibility of the customer. Unless otherwise agreed, a restocking fee of 20% will be charged.

The customer should return the equipment within 7 days after obtaining the consent, and official returns number from EXCLUSIVE NETWORKS.

IX – TRANSFER OF RISKS AND RETENTION OF TITLE:

The goods referred to on the delivery note and the invoice shall remain the property of EXCLUSIVE NETWORKS until the full price has been paid by the customer. The risks of loss, theft or destruction will, nonetheless, be the responsibility of the customer as from receipt of the goods and until full payment of the price for a DAP delivery.

Until such time as payment has been made in full and in cleared funds, to EXCLUSIVE NETWORKS,

- (a) All sums due to it in respect of the goods referred to on the delivery note and the invoice, and
- (b) all other sums which are, or which become due to EXCLUSIVE NETWORKS from the customer,

the customer shall hold the goods to the order of EXCLUSIVE NETWORKS. EXCLUSIVE NETWORKS may bring an action for the price notwithstanding that property in the goods has not passed to the customer. Until such time as property passes to the customer, the customer shall upon request deliver up to EXCLUSIVE NETWORKS such of the goods as have not been resold to a value equal to the debt outstanding from the customer to EXCLUSIVE NETWORKS as of the date of the request. If the customer does not comply with this request, EXCLUSIVE NETWORKS may, during business hours, without notice, enter upon any premises owned, occupied or controlled by the customer where goods are situated or where EXCLUSIVE NETWORKS reasonably believes goods are situated and repossess the goods to a value equal to the debt outstanding from the customer to EXCLUSIVE NETWORKS as of the date of repossession, and the customer grants EXCLUSIVE NETWORKS an irrevocable licence for this purpose.

If the goods are resold before full payment has been made to EXCLUSIVE NETWORKS, the latter reserves the right to claim payment of the retail price from the sub-purchaser. In the case of a cancellation of an order for goods due to a case of force majeure, or by the customer, the advance payments already collected will remain the property of EXCLUSIVE NETWORKS.

X – TERMS OF PAYMENT:

For customers who do not have a credit account with EXCLUSIVE NETWORKS, payment is due prior to the order being processed.

Requests to open an account should be accompanied by the usual banking and commercial references as well as documents permitting an analysis of solvency.

Except for special conditions, payments from customers with a credit account with EXCLUSIVE NETWORKS are due within 30 days from date of invoice. Payments must be made by bank transfer or cheque. Payments cannot be made in cash.

XI – FAILURE TO PAY

Interest shall be due and payable on all late payments starting from the date payment was due, at a rate of eight per cent above the Bank of England's base rate. In this case, the base rate reference for payments becoming overdue during the first half of the year concerned is the Bank of England base rate as of 31st December in the year immediately preceding. For the second half of the year concerned, it is the rate in force on 30th June of the year in question.

In the absence of payment of a single instalment (or of a single draft on the due date), the entire amount of the sums owed by the customer to EXCLUSIVE NETWORKS shall immediately become payable. Deliveries and orders in progress may be suspended, including any outstanding Statements of Work. The sale will only be completed and title transferred on full and final settlement of the invoices.

Should EXCLUSIVE NETWORKS be forced to demand payment of invoices, even if simply by registered letter, a liquidated damages sum fixed at 10% of the amount of the debt shall be due by the customer, starting from the due date of the invoice, taking into account the costs and time incurred

by EXCLUSIVE NETWORKS in demanding payment. Should the collection fees be higher than the amount of liquidated damages, EXCLUSIVE NETWORKS may demand additional compensation, on presentation of receipts.

EXCLUSIVE NETWORKS may remove the credit facility, reverting the account to cash with order, without notice, at their discretion.

XII – GUARANTEE:

The hardware is guaranteed for a period stipulated in the manufacturer's documentation accompanying the equipment and, failing this, the guarantee is for a period of 12 months.

The guarantee only relates to parts deemed faulty by EXCLUSIVE NETWORKS, subject to the defects observed not being caused by improper use or handling by the customer.

The guarantee shall cease immediately if an intervention is carried out for any reason whatsoever by a repairer not approved of by EXCLUSIVE NETWORKS.

In respect of this guarantee, the only obligation incumbent upon EXCLUSIVE NETWORKS is to take organise the repair or replacement of the product or part which has been recognised as being faulty by the manufacturer, and returned to the address indicated by EXCLUSIVE NETWORKS.

The return of products under guarantee must have the prior approval of EXCLUSIVE NETWORKS. To this end, the customer shall contact EXCLUSIVE NETWORKS' support service by telephone.

If the product is recognised as being faulty, EXCLUSIVE NETWORKS will give the customer a product return code. Products recognised as being faulty should be returned in their original packaging, along with the return code.

Products or parts replaced under the terms of the guarantee shall become the exclusive property of EXCLUSIVE NETWORKS.

Interventions under the guarantee do not extend the guarantee.

This guarantee is exclusive of any other guarantees.

XIII – LIABILITY:

The customer acknowledges that they are professionals, and in this respect, they are knowingly buying the hardware or software that is the subject of the agreement between the parties and state that they are adequately informed of the use and intended purpose of the hardware or software.

EXCLUSIVE NETWORKS may not be held liable for the incompatibility of the hardware or software with other equipment or software with which it is intended to be operated. In particular, EXCLUSIVE NETWORKS cannot be held liable for any direct or indirect, temporary or permanent impact the installation of equipment may have on an existing installed system.

EXCLUSIVE NETWORKS is only responsible for direct damage caused by a fault in the equipment, the software or services provided by EXCLUSIVE NETWORKS, within the double limit of the loss effectively suffered by the customer due to this fault and the price of the equipment, software or services sold.

Any losses that are indirect, commercial and from loss of revenue, including the loss of data and operating loss, are expressly excluded, as well as are all situations of force majeure.

In the event of the necessity for an update or corrective installation, the customer is informed that EXCLUSIVE NETWORKS cannot intervene before receipt of said updates and corrections from the manufacturer and cannot be held liable for any delays incurred.

XIV – EXPORT OF THE HARDWARE BY THE CUSTOMER:

The hardware and software supplied by EXCLUSIVE NETWORKS may be subject to export restrictions, in particular, with regard to dual-use goods and technology (civil/military), due to European or American regulations, inter alia. In the EU, the transfer of such goods and technology may constitute an exception to the principle of free circulation.

These obligations can, in particular, take the form of export licences to be obtained from the ECO (UK) and/or the BIS (United States) and the archiving of the documents pertaining to these export operations.

The customer acknowledges and accepts that the products purchased from EXCLUSIVE NETWORKS are subject to laws and regulations relative to export controls applicable in the UK, the European Union and the United States. The customer undertakes not to export, re-export or transfer, directly or indirectly the products purchased from EXCLUSIVE NETWORKS, without first obtaining the requisite authorisations from the competent authorities (American, European and or UK).

The customer undertakes to provide EXCLUSIVE NETWORKS with the name of the end customer, their order number and the final destination of the order, via the purchase order.

The customer should inform its own customers that, for products that have an American export licence, the end user may be subject to checks by the American authorities.

In any case, the customer is responsible for the proper application of the **export** control regulations and EXCLUSIVE NETWORKS cannot be held liable for the customer's failure to observe the obligations arising from this clause and the related regulations.

With regards to the **European and English regulations** that may apply, the customer may consult the following official websites:

<https://www.gov.uk/guidance/uk-strategic-export-control-lists-the-consolidated-list-of-strategic-military-and-dual-use-items>

With regards to the **American regulations** that may apply, the customer may consult the following official website:

<http://www.bis.doc.gov/index.php/regulations/export-administration-regulations-ear>

EXCLUSIVE NETWORKS reminds customers located in the UK (or in the EU) that, for dual-use products or technology, exporting outside the EU or transferring within the EU may require compliance with three sets of regulations (EU, UK and American) which are not interchangeable; in other words, compliance with one does not constitute compliance with the others.

Lastly, the fact that EXCLUSIVE NETWORKS may provide the customer with a service concerning the transport of the equipment and technology sold does not alter the customer's responsibility with respect to the regulations applicable in terms of export control, which remain within the customer's remit.

XV – THE CUSTOMER'S COMMERCIAL COMMITMENTS

The customer undertakes to apply the best commercial standards as well as the laws applicable in their territory and not to harm EXCLUSIVE NETWORKS' commercial reputation through the products supplied by them. In particular, the customer undertakes to provide accurate, up to date information about the characteristics, performances and possible uses of the products commercialised by EXCLUSIVE NETWORKS. The Customer also undertakes to obtain and renew any authorisations necessary for the sale of the products in the country in which they are established. The customer also undertakes to respect and enforce the intellectual property rights protecting the equipment sold by EXCLUSIVE NETWORKS as well as the software for which a licence is granted.

XVI – ETHICS – COMPLIANCE WITH THE LAW

The customer (including the customer's executives, directors, employees and agents) undertakes to comply with the applicable anti-corruption laws, including, and without limitation, the USA Foreign Corrupt Practices Act, the UK Bribery Act and the "Sapin II" act (collectively, the "Anti-Corruption laws"). The Customer shall refrain, in particular, from: (a) taking any measures or allowing or authorising any action by a third party in violation of the Anti-Corruption laws; (b) using any sums of money, or other consideration, paid by the other Party, for illegal purposes, including for purposes infringing the Anti-Corruption laws, with the aim of helping the other Party to obtain, or unduly conserve, a market or an agreement or any undue advantage; and (c) directly or indirectly, offering, promising, giving, requesting or accepting anything whatsoever either from a civil servant or public agent, undertaking or company controlled by the government, political party or any other private individual or corporate entity, with the aim of unduly obtaining a commercial or financial advantage or influencing any acts or decisions. Each Party, acting in good faith, shall refrain from taking any measures that they believe infringe the laws or commercial policies applicable to the business relations between the parties. To the Customer's best knowledge, none of its executives, directors or employees are: (a) civil servants or public agents; (b) employed by an undertaking or company controlled by the government; or (c) the active representative of a political party. The Customer certifies that neither it nor its executives, directors or employees have been formally accused and/or pronounced guilty of an infringement or fraud with respect to the regulations applicable in terms of corruption. The Customer undertakes to inform EXCLUSIVE NETWORKS immediately in the event of a change in the situation. Notwithstanding any other contrary provisions of these terms of sale, EXCLUSIVE NETWORKS may terminate commercial relations immediately should the Customer fail to comply with the provisions of this clause; it being, nonetheless, stipulated that the Customer should indemnify, protect and absolve EXCLUSIVE NETWORKS in the event of damages. In addition, the two parties agree to fully comply with all the laws applicable to the sale and distribution of the products purchased, pursuant to these GTCs of sale.

The customer also undertakes to comply with the applicable legislation in terms of the protection of personal data and privacy including but not limited to the EU General Data Protection Regulation and to gain the consent of its customers for forwarding their personal data to EXCLUSIVE NETWORKS in such a way as to allow them to make legal use of it, inter alia, for commercial and marketing purposes. Generally speaking, the customer undertakes to comply with the law.

XVII – GOVERNING LAW AND JURISDICTION:

These terms and conditions of sale and all matters relating to them shall be governed by the laws of England and Wales. In the event of a disagreement over all, or part, of these terms and conditions of sale, as for any that may arise over the performance of any order, jurisdiction is assigned to the Courts of England and Wales.