

**1 Definitions**

"Bribe" shall mean (i) any payment, gift, benefit or advantage of any kind, which is offered, promised, given, authorised, requested, accepted or agreed, whether directly or indirectly (through one or more intermediaries) and whether as an inducement or reward, for any form of improper conduct by any person in connection with their official, public, fiduciary, employment or business role, duties or functions; and/or (ii) anything that would amount to an offence of bribery or corruption under applicable law; and "Bribes", "Bribed", "Bribery", "Bribing" and other variants of "Bribe" shall be construed accordingly; the "Buyer" shall mean the person, firm or company with whom the Contract is made by the Company; the "Company" shall mean DRS Data Services Limited, its successors and assigns; "Conditions" shall mean these terms and conditions of contract for the sale or supply of Goods together with any amendments to these Conditions agreed in writing between the Buyer and the Company; "Goods" shall mean the items (including services) which are the subject of the Contract; "Order" shall mean the written instructions issued by or on behalf of the Buyer to the Company to supply the Goods; the "Contract Price" shall mean, if not stated or agreed by the Company in writing, the price set out in the Company's price list as published on the date of the Contract; and the "Contract" shall mean:

- where the Company submits an offer to the Buyer, the Company's offer and the acceptance of that offer by the Buyer; and
- in all other cases, the Order and the Company's acceptance of the Order, together with the Conditions and any documents incorporated by **express** reference.

**2 Exclusive Operation of Conditions**

- 2.1 Unless otherwise specifically agreed in writing by the Company, the Conditions apply to all quotations made and to all goods and services sold or supplied by the Company to the exclusion of all other terms and conditions issued by the Buyer or on which the Buyer may purport to rely.
- 2.2 Acceptance of the Buyer's Order is made only on the express understanding and condition that these Conditions shall apply to the Contract, irrespective of whether the Buyer accepts the Conditions by a written acknowledgement, by implication, or acceptance of and payment for Goods ordered.
- 2.3 The Company's failure to object to provisions contained in any communication from the Buyer shall not be deemed a waiver of the provisions of these Conditions.
- 2.4 Any alterations to these Conditions must be agreed in writing by the Company before becoming binding on the Company.
- 2.5 The Contract constitutes the entire agreement between the parties. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Any samples, drawings, descriptive matter or advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the goods described in them. They shall not form part of the Contract or any other contract between the Company and the Buyer for the sale of the Goods.

**3 Validity of Quotations**

- 3.1 Unless previously withdrawn or otherwise stated in writing, the Company's quotation is valid for a period of 30 days from the date of issue.
- 3.2 Clerical errors are subject to correction.

**4 Price Variations**

- 4.1 Additional goods and services provided by the Company, with the Buyer's approval, which are not scheduled in the Company's quotation will be charged at the Company's current rate.
- 4.2 In the event of any suspension of work comprising all or part of any Order resulting from or substantially from the Buyer's instruction or lack of instruction, the Contract Price may be increased to cover any extra expense incurred by the Company.

**5 Credit Accounts**

Any prospective Buyer may be required to undergo credit referencing before an account can be opened on its behalf. In the event that credit referencing proves unsatisfactory, the Buyer will be requested to supply full payment with all Orders until such time as the Buyer's creditworthiness has been established to the satisfaction of the Company.

**6 Payment**

Payment is to be made in pounds sterling (unless the Company notifies otherwise) within 30 days of the date of the Company's invoice. Where the Buyer takes additional, un-negotiated credit beyond 30 days following the receipt of a valid invoice for the Goods supplied, the Company may (at its option) charge, and the Buyer shall be obliged to pay, interest on all outstanding sums and the Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 (as amended from time to time). If the Buyer becomes bankrupt, insolvent, suspends payment of its debts or is deemed unable to pay its debts (or any analogous matter) or the Company reasonably believes that the Buyer is about to become subject to any such event, the Company, without limiting any other right or remedy available to it, may cancel or suspend all further deliveries to the Buyer without incurring any liability to the Buyer, and all outstanding sums in respect of Goods delivered to the Buyer shall become immediately due.

**7 Order Completion**

The Company may estimate to the Buyer, verbally or in writing, the time required to complete an Order. Such an estimate does not constitute a guarantee and the Company will not accept responsibility for damages arising from delays beyond the estimated time. The Company reserves the right to invoice and be paid in full for Goods completed outside the estimated time.

**8 Order Cancellation**

- 8.1 Cancellation of an Order will only be effective if sent in writing and its receipt acknowledged in writing by the Company.
- 8.2 The Company reserves the right to dispatch all Goods which are in the process of manufacture or transit at the time the Buyer's written confirmation of cancellation is received by the Company and which become available for dispatch to the Buyer within 30 days of receiving the cancellation notice.
- 8.3 The Company further reserves the right to charge for all partially finished Goods and other items of expenditure, including (but not limited to) software and project management time, rendered redundant by the cancellation of the Order.

**9 Returns**

The Buyer must notify the Company in writing within 5 working days of receipt of the Goods if it intends to return Goods which have been wrongly supplied or delivered in a faulty condition. Upon such notification, the Company will provide the Buyer with a returns authorisation number which must be quoted by the Buyer on all returns documentation. Upon receiving the returned goods, the Company will check the items returned against the returns authorisation details and will issue a credit note for all faulty goods and all items wrongly delivered which have been returned in their original, unpacked condition. Credits will not be issued for unauthorised returns nor for Goods which have been used or damaged by the Buyer. The Company does not supply goods on a sale or return basis.

**10 Ownership and Risk**

- 10.1 The Goods shall be at the Buyer's risk as from delivery.
- 10.2 The Goods will remain the property of the Company until such time as the Company receives full payment for the Goods and all other sums due to the Company for sales of the Goods to the Buyer by way of cleared funds.
- 10.3 Until such time as property in the Goods passes to the Buyer, the Buyer shall hold the Goods on a fiduciary basis as the Company's bailee, keep them insured from the date of delivery and, upon request, deliver up such of the Goods as have not ceased to be in existence or resold by the Buyer. If the Buyer fails to do so, the Company, having given written notice to the Buyer, may enter upon any premises owned, occupied or controlled by the Buyer where the Goods are situated and repossess the Goods.

**11 Buyer Obligations**

- 11.1 For the duration of the Contract, the Buyer will offer to the Company all reasonable help and support together with any necessary access in the course of completing the Order.
- 11.2 The Buyer will also ensure that the Goods are used in the prescribed manner by competent persons and will not be modified in any way.

**12 Carriage & Delivery**

- 12.1 Unless otherwise stated, prices quoted do not include delivery costs, which will be charged separately.
- 12.2 Time for delivery, installation and commissioning of the Goods shall not be of the essence of the Contract.
- 12.3 The parties agree that international sales contracts shall be governed by the current Incoterms published by the International Chamber of Commerce.

**13 Warranty**

- 13.1 Subject to the terms of Condition 13.2, the Company will, at its own expense, remedy any material defect in the Goods which arises from faulty material or workmanship during the 12 months following the date on which the Goods are delivered to the delivery address notified by or on behalf of the Buyer to the Company.
- 13.2 Improper and unauthorised installation and use, repair and maintenance and shipping damage together with fair wear and tear to the Goods and the expiry of consumable parts are excluded from the terms of the Company's warranty.

**14 Confidentiality and Safekeeping**

- 14.1 The Company will not divulge any confidential information entrusted by the Buyer to the Company (except to its advisers, employees and representatives on a need to know basis or where legally required to do so) and shall afford the same safeguards against disclosure of the said data which it affords to its own confidential materials.
- 14.2 Unless otherwise agreed in writing the Company shall not keep copies of the Buyer's data after the completion of the Contract. Back-up data will be held for the duration of the Contract and storage may be charged at the Company's current rate.
- 14.3 The Company will make all reasonable efforts to safeguard the Buyer's documents and property within its care, but will not accept liability for damages arising from any damage to or loss of such documents or property.
- 14.4 The Buyer will not divulge any confidential information entrusted by the Company to the Buyer (except to its advisers, employees and representatives on a need to know basis or where legally required to do so) and shall afford the same safeguards against disclosure of the said data which it affords to its own confidential materials.

**15 Intellectual Property Rights and Legal Compliance**

- 15.1 The copyright and all other intellectual property rights of whatever nature in the Goods and any specification, programmes or services comprising the Goods and all related services and documentation (including forms, designs for specific applications, source code and programmes) vest in the Company and shall remain the Company's property during the term of the Contract and thereafter.
- 15.2 Under the Restriction on the Use of Hazardous Substances in Electrical and Electronic Equipment Directive (2002/95/EC), producers are prohibited from using certain substances in products supplied. In order to comply with these obligations, the Company may utilise refurbished components in Goods supplied from time to time.

**16 Force Majeure**

- 16.1 The Company accepts no liability for any damages, costs or losses arising from any cause beyond its reasonable control (including, without limitation, acts of God, governmental actions, failure of energy sources or transport networks, war or national emergency, acts of terrorism, protests, riots or civil commotion, fire, flood, epidemic, lock-outs, breakdown of plant or machinery or strikes or other commotions) and the Company reserves the right to defer delivery, cancel the Contract or reduce the volume of Goods delivered to the Buyer in such event.
- 16.2 If an event of force majeure shall continue uninterrupted for a period of 180 days or more, the Buyer shall be entitled to give notice in writing to the Company to terminate the Contract.

**17 Liability**

- 17.1 Nothing in these Conditions excludes or limits the liability of the Company:
- for death or personal injury caused by the Company's negligence; or
  - for fraud or fraudulent misrepresentation; or
  - any matter in respect of which it would be unlawful to exclude or restrict liability.
- 17.2 **Subject to Condition 17.1:**
- the Company shall not be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty or otherwise for any pure economic loss, loss of business, depletion of goodwill, loss or profit or direct, indirect or consequential loss arising under or in connection with the Contract; and**
  - the Company's total liability to the Buyer 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 not exceed the Contract Price.**
- 17.3 The Buyer understands that the Goods it purchases or receives from the Company may be subject to export, re-export procedures, or other restrictions under the laws of the country of manufacture or the country of which the Company resides. Therefore, the Buyer, on behalf of itself and its subsidiaries and affiliates, agrees to abide by all applicable laws and regulations relating to the export and re-export of such Goods obtained by the Buyer and its subsidiaries and affiliates.
- 17.4 The Company shall not be in breach of the Contract nor shall the Company be liable for any delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from either:
- any law or any action taken or not taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or a failing to grant or revoking a necessary licence or consent; and/or
  - an Order that has not been submitted in sufficient time to enable the Company to obtain any necessary export licence or consent prior to the required date of export of the Goods.

**18 Non-Solicitation**

The Buyer will not, without the prior written consent of the Company, employ, solicit or endeavour to entice away any employee of the Company who is or has been engaged in the provision of the Goods pursuant to the Contract.

**19 General**

- 19.1 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 19.2 Any waiver (which must be in writing) by the Company of any breach of or default under any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 19.3 If any dispute arises under the Contract, the parties will attempt to settle it in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.
- 19.4 If any provision of these Conditions is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, unenforceable or unreasonable, it shall to the extent of such illegality, unenforceability or unreasonableness, be deemed severable and the remaining provisions of these Conditions and the provision affected shall continue in full force and effect.
- 19.5 The Company may assign transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. The Buyer may not, without the prior written consent of the Company, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 19.6 A person who is not a party to the Contract shall have no rights under or in connection with it.
- 19.7 The Contract shall be governed by and construed in all respects in accordance with the laws of England and the parties shall submit to the exclusive jurisdiction of the English Courts.
- 19.8 Notices shall be validly given if sent by special delivery to the addresses for the parties stated respectively on the Order.

**20 Anti-Bribery**

- 20.1 The Buyer warrants and undertakes to the Company that it shall not, and shall procure that its personnel shall not, Bribe or do any other act or thing in connection with this Contract or its performance that contravenes any applicable anti-bribery or anti-money laundering laws and/or regulations, including but not limited to the Bribery Act 2010 and the Proceeds of Crime Act 2002, all as in force and amended from time to time.
- 20.2 Any failure by the Buyer to comply with any provision of this clause shall entitle the Company to terminate this Agreement immediately at no cost, liability or penalty to the Company and without prejudice to any other rights or remedies that may have accrued to the Company's benefit under or in connection with the Contract.