

## Definitions

- (1) "RB1" means RB1 Ltd, its subsidiaries and any of its subcontractors.
- (2) "Client" means the client to whom RB1 is providing the equipment.
- (3) "Equipment" means the products sold by RB1 as set out in a quotation or a tender document
- (4) "Normal Working Hours" means 0900hrs to 1700hrs Monday-Thursday, 0900hrs to 1600hrs on Friday.
- (5) "Working Day" means Monday to Friday, excluding Bank or other Public holidays in England.
- (6) "Out of Hours" means time outside of Normal Working Hours.
- (7) "Data" means Client data to the extent that it relates to their requirements for Services or is necessary for the proper provision of the Services to the Client

## Purchase Orders

- (1) All contracts for the provision of Equipment manufactured by RB1 shall be deemed to incorporate these terms and conditions, which shall prevail over any other terms from the Client. Once an order has been received, if the Client wishes to cancel the order, the Client will be liable for the cancellation and postponement charges as set out in.
- (2) All orders are subject to acceptance and availability to provide the products ordered: RB1 is entitled to refuse any order placed by the Client.
- (3) The Client undertakes that all details it provides to RB1 for the purpose of purchasing equipment are correct.

## Prices

- (1) Services and Equipment, together with VAT, are invoiced at the price as set out in a quotation or tender submission. The tender submission and quotation pricing are valid for 30 days only from the date of the tender submission or quotation, unless otherwise stated therein.
- (2) RB1 reserves the right to modify the prices from time to time for future orders.
- (3) Any estimates made by RB1 for the cost of any equipment shall be estimates only. Whenever estimated prices are quoted, RB1 shall use all reasonable efforts to manufacture the relevant Products at the estimated price but in no event shall such estimates constitute a fixed price or a not-to-exceed price agreement unless stated otherwise in a quotation or tender documentation.
- (4) Any prices quoted by RB1 are in a local currency, and may be adjusted by RB1 due to fluctuations in GBP exchange rate.

## Delivery, Ownership and Risk

- (1) RB1 shall use reasonable endeavours to despatch Equipment by the date agreed with the Client, but does not accept liability for failure to deliver within the stated time where this is caused by circumstances beyond RB1's control. This may include but shall not be limited to such as delays caused by couriers or manufacturer lead times. If it appears a delay may be likely, RB1 shall use all reasonable efforts to contact the Client and advise of the delay.
- (2) RB1 does not accept liability for shortages or damage to deliveries unless the Client notifies RB1 of the shortage or damage in writing within 24 hours of receipt of the delivery.
- (3) Clients are required to be able to accept the Equipment when they are ready for delivery within Normal Working Hours.
- (4) Ownership of the Equipment does not pass to the Client until payment is received in full by RB1.
- (5) If the Client cannot accept delivery, RB1 may at its option: (a) store and insure the Equipment at the Client's expense and risk or (b) sell the Equipment at the best price reasonably obtainable and (after deducting reasonable storage insurance and selling costs) pay to the Client any excess over the sale price or charge the Client for any shortfall or (c) re-arrange delivery provided that RB1 may charge the Client for the additional delivery costs incurred.
- (6) Some products supplied by RB1 fall within the scope of the EU regulation 428/2009 and that these goods are subject to controls when transferred outside of the EU. In case of export of these products outside of the EU, Client will be responsible for obtaining the required licences from the relevant authority.

## Product specifications

(1) If RB1 cannot supply the Equipment ordered by the Client, RB1 reserves the right to offer Equipment of equal or superior quality at no extra cost. In such a case, if the Client does not wish to accept the alternative Equipment offered, it may cancel the order and require the refund of any money paid to RB1 in respect of that order, including carriage charges. This shall be the sole remedy of the Client in these circumstances.

## Payment

(1) Payment is due on presentation of invoice unless credit terms have been agreed in writing with RB1, in line with the RB1 credit application process. RB1 shall invoice the Client: on shipment in respect of hardware; and in advance in respect of bespoke products.

(2) If payment is not made on the due date, RB1 will be entitled to charge interest daily on the outstanding balance at the rate of 3% above the Bank of England's base lending rate from time to time and in any event an administration fee in the sum of £50 shall be applied to each overdue invoice.

(3) Amounts stated do not include taxes. All additional taxes or duties which RB1 shall have to pay or collect in connection with the provision of the Services shall be borne by the Client (except for taxes based on RB1's income). VAT will be charged at the rate prevailing at the date of invoice.

(4) Settlement payments shall be net 30 days to approved trade accounts (unless payment for goods previously supplied is overdue) otherwise payment shall be before dispatch or by arrangement on invoice. These terms are subject to status and must be approved by RB1 by formal communication. Confirmation must be received from RB1 to confirm that settlement is applicable to the account. RB1 withhold the right to refuse acceptance of settlement if other amounts are owed on the account, or if the business ceases trade.

(5) RB1 reserves the right to surcharge any account settled by Credit/Charge card by 5%.

## Cancellation/Postponement

Once a purchase order has been received for the products defined within a quotation or tender document, the Client will be liable for the cancellation and postponement charges of 15% handling charge plus any associated aborted and logistics charges. If the purchase order is cancelled after dispatch of the items then the Client will be liable for a 25% handling charge, plus any costs for repairs to any damage of the returned product.

Notwithstanding the above, any built-to-order or non-cancellable hardware cannot be cancelled.

## Returns Policy

### Standard Products;

All standard products can be returned within 14 days of delivery, providing that:

- the product is not damaged, unused and unopened
- the product is returned in the same condition as it was sent out

Note: If the product has been signed for and is later found to be damaged then the liability lies with the customer.

If the product being returned is due to a purchasing error, and or an administrative error then the delivery charges will still apply for the delivery and collection within the 14 day period.

The customer will receive a credit note for the full value of the original order providing that the item(s) is returned within the terms mentioned in the returns policy.

### Bespoke Products;

All bespoke products cannot be returned.

### Restocking Fees;

Any product returned within the 14 day period will incur a 25% re-stocking charges (unless it is a specialist item) but the delivery and collection of the products will be chargeable. This is on the condition that the product is in good condition, and is unopened.

Specialist products or made to order products cannot be returned unless agreed by an RB1 Director. If a return of a specialist item is agreed then a minimum of 50% restocking fee will apply.

## Faulty Products

All products deemed to be faulty will undergo RB1's and any relevant manufacturer's scrutiny and standard checks, if the item is faulty then a replacement unit will be offered free of charge. The faulty item will also be collected at no additional cost to the customer.

RB1 will not offer a refund if:

- the item was declared faulty before the sale and customer agreed to buy a faulty item
- the customer has caused further damage to the product by attempting a repair, or a third party has attempted a repair on the customer's behalf and caused damage to the product
- If the item is trying to be returned after the returns policy terms

## Assumptions and Exclusions

- All products are labelled with the returns reference, obtained from an RB1 representative
- Any items waiting for collection must be stored in a dry area with no potential damage to the product
- The return period starts from the delivery date
- Failure to notify RB1 within the first 28 days of a faulty product may result in a refusal to replace the item
- If an employee of RB1 agrees terms different to the terms set out in the returns policy then the customer must provide written confirmation before the terms can be enforced, these terms must also be approved by senior management

## Confidentiality and Data Protection

(1) Both RB1 and the Client acknowledge that they may receive information and material constituting trade secrets concerning the business, finances, systems, products and documentation of the other ("Confidential Information"). Confidential Information shall be limited to information clearly identified as confidential. Both RB1 and the Client agree to protect and preserve the confidentiality of the other's Confidential Information using the same standard of care as it uses to protect its own Confidential Information of a similar nature, but in no event using a lesser standard than a reasonable standard of care. The parties agree to hold each other's Confidential Information in confidence while the Services are being performed and for a period of three years thereafter.

(2) Both RB1 and the Client will only divulge Confidential Information to those employees, sub-contractors and agents who have entered into a binding written agreement to maintain confidentiality and for whom knowledge of the Confidential Information is necessary for the proper performance of their duties.

(3) Each Party shall process personal data in accordance with the Data Protection Legislation (which includes applicable data protection legislation including the General Data Protection Regulation (EU 2016/679) (GDPR), the Data Protection Directive (95/46/EC), and any national implementing laws, regulations and secondary legislation) as amended from time to time. Data processing will be accomplished through electronic and non-electronic means, for the purpose of these terms and conditions. Terms used throughout this clause including "data controller", "data processor", "data subject", "personal data" and "processing" are as defined in the Data Protection Legislation.

Client is responsible for obtaining the consent of all Client related data subjects whose personal data is provided to or otherwise made available to RB1 pursuant to these terms and conditions. Client authorises RB1 to engage sub-processors to the extent required for the performance of the terms and conditions and/or order and/or tender documentation. RB1 shall in respect of any personal data of the Client processed under these terms and conditions to maintain such personal data under appropriate, commercially reasonable and sufficient technical and organisational security measures to protect such personal data or information and both Parties warrant to have taken all appropriate registrations under relevant EU data protection legislation. Client authorises RB1 to transfer and (sub)process any personal data outside of the European Economic Area (EEA) in order to perform these terms and conditions and/or the orders and/or tenders, other legal obligations and/or for RB1's other legitimate interests, provided that such transfer is made in accordance with Data Protection Legislation. Transfer made within the RB1 group of companies will be made under a legal framework compliant with the Data Protection Legislation such as the Privacy Shield or the European Commission approved Model Contract Clauses. RB1's privacy policy shall apply to orders placed and tender documents. A copy of the policy can be found on RB1's website. Notwithstanding any other provision of these terms and conditions, Client agrees that RB1 shall not be considered a data processor or data controller or in any other way have any responsibilities or liability (and the Client holds RB1 harmless) in respect of the processing of personal data pursuant to a product or Service (including cloud service) provided by a third party supplier of product or services transacted by RB1 and where RB1 is not processing such data. Such processing of personal data shall be subject to the arrangements and contract terms entered in to directly between Client and the third party provider.

## Intellectual Property

(1) All Intellectual Property rights in the Products provided by RB1 shall belong to RB1.

## Warranties

UK WARRANTY: All RB1 products are manufactured under carefully controlled conditions to high quality standards. Under the conditions of service specified they may be expected to give a long and trouble free operating life. In case of failure under normal service and within one year of the date of purchase RB1 should be consulted. Their liability will however be limited to the repair or replacement of defective units at their absolute

discretion. RB1 can not accept any responsibility for failure or poor performance of any of its products resulting from operation outside of rated limits or from any other misuse or abuse whatsoever. In any event RB1 does not accept any liability whatever for consequential loss or damage resulting from the use in any way of its products. All goods subject to claims under this Warranty must be returned to our factory by prior arrangement only with the carriage home paid by the sender.

#### **RB1's liability**

(1) RB1 shall under no circumstances be liable for any consequential or indirect damage or loss, however caused, including (but not restricted to) loss of business or profits in the ordinary course, loss of goodwill, damage to trading relationships loss of data and other financial loss. RB1's liability in respect of all other losses shall be limited to the invoiced amount of the relevant order.

(2) Nothing in this agreement shall limit RB1's liability for death, personal injury fraud or fraudulent misrepresentation.

#### **Force Majeure**

(1) Where, in spite of its reasonable efforts, RB1 is unable to perform any obligation due to circumstances beyond its reasonable control, it shall not be deemed to be in breach of its contract with the Client.

#### **Termination**

(1) If either party materially breaches any of its obligations and the breach has not been remedied within 30 days after written notice is given to the defaulting party specifying the breach, the party not in default may by written notice terminate this agreement as of the date specified in such termination notice.

(2) Either party may terminate this agreement, quotation or RB1 tender documentation or suspend work if:

(a) the other party fails to promptly pay any amount due to be paid under this agreement or statement of works or quotation or RB1 tender documentation; or

(b) the other party passes a resolution for winding up (save for the purpose of solvent amalgamation or reconstruction) or suffers a winding-up order being made against it; or

(c) a receiver, administrative receiver, administrator or similar officer is appointed over the other party.

#### **Errors and Omissions**

(1) RB1 makes every effort to ensure that all prices and descriptions quoted are correct and accurate. In the case of a manifest error or omission, RB1 will be entitled to rescind the contract, notwithstanding that it has already accepted the Client's order and/or received payment from the Client. RB1's liability in that event will be limited to the return of any money the Client has paid in respect of the order. In the case of a manifest error in relation to price, the Client will be entitled to purchase the Product by paying the difference between the quoted price and the correct price, as confirmed in writing by RB1 after the manifest error has been discovered.

(2) A 'manifest error', as the term is used in sub-paragraph (1) above, means, in relation to an incorrect price, a price quoted in error by RB1 which is more than 10% less than the price that would have been quoted had the mistake not been made.

Compliance with relevant requirements (1) The Client shall:

(a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);

(b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

(c) have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirement, the Relevant Policies and clause (a), and will enforce them where appropriate;

(d) promptly report to RB1 any request or demand for any undue financial or other advantage of any kind received by the Client in connection with the performance of this agreement;

(e) immediately notify RB1 if a foreign public official becomes an officer or employee of the Client or acquires a direct or indirect interest in the Client (and the Client warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this agreement);

(2) Breach of this clause shall be deemed a material breach.

(3) For the purpose of this clause, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

#### **General**

(1) If any provision in these terms and conditions is held to be invalid or unenforceable, it shall be deemed severed from the terms and conditions and this shall not affect the validity or enforceability of the remaining provisions.

(2) Any variation of these terms and conditions must be in writing and signed by a duly authorised RB1 official.

(3) Any notices given under these terms and conditions shall be in writing and sent (a) by first class pre-paid post to the last known address of the party; or (b) by fax to their last known fax number; or (c) by e-mail to the last notified e-mail address of the party.

(4) These terms and conditions shall be governed by and construed in accordance with the laws of England & Wales and the parties submit to the non-exclusive jurisdiction of the English courts.