

Arrow Enterprise Computing Solutions Limited Terms & Conditions

1. INTERPRETATION:

1.1 In these terms and conditions

"**Arrow ECS**" means Arrow Enterprise Computing Solutions Limited (company registered number 3952678) whose registered office is Nidderdale House, Beckwith Knowle, Otley Road, Harrogate, North Yorkshire HG3 1SA;

"**Conditions**" means these terms and conditions as amended from time to time in accordance with clause 2.6;

"**Contract**" means any contract between Arrow ECS and the Customer for the sale or supply of Equipment and/or Software and/or Services in accordance with these Conditions;

"**Customer**" means the person, firm or company who enters into a Contract with Arrow ECS;

"**Equipment**" means the items of hardware described in the Contract;

"**Export Terms**" means the terms and conditions of the manufacturer and/or the original supplier of the Equipment and/or the Software, to Arrow ECS, relating to the export of the Equipment and/or the Software to any particular territory or jurisdiction.

"**Premises**" means the Customer's place of business or such other place specified by the Customer to Arrow ECS as being the place for performance of the Contract;

"**Services**" means the installation, maintenance or other service (excluding training) described in the Contract;

"**Software**" means the computer programs described in the Contract which require installation on the Equipment and require a licence for use;

"**Order**" means the Customer's order for the supply of Equipment and/or Software and/or Services, as set out in the Customer's purchase order form; and

"**Working Days**" means Monday to Friday excluding Bank and other public holidays in England.

1.2 In these Conditions, any references to any statutory provision are to be construed as references to that statutory provision as amended, supplemented, re-enacted or replaced from time to time (whether before or after the date of these Conditions) and are to include any orders, regulations, instruments or other subordinate legislation made under or deriving validity from that statutory provision.

2. BASIS OF CONTRACT

2.1 Arrow ECS will only supply the Customer with Equipment, Software and/or Services on the basis of these Conditions. Arrow ECS will not supply the Customer with Equipment, Software and/or Services on the basis of the Customer's terms and conditions whether express or implied by trade, custom, practice or course of dealing, which the Customer acknowledges and confirms by and when placing an Order with Arrow ECS. The consideration for the Customer agreeing to these Conditions shall be the future supply by Arrow ECS of Equipment, Software and/or Services under the Contract.

2.2 Any quotation given by Arrow ECS shall not constitute an offer. Each quotation is only valid for 30 calendar days from the date of the quotation (provided Arrow ECS has not previously withdrawn it) unless a different period is stated in writing on the quotation.

2.3 An Order constitutes an offer by the Customer to purchase the Equipment and/or the Software and/or the Services in accordance with these Conditions.

2.4 An Order shall only be deemed to be accepted by Arrow ECS when Arrow ECS issues to the Customer a written acceptance, acknowledgement or confirmation of the Order or (if earlier) Arrow ECS supplies the Equipment and/or Software and/or Services to the Customer, at which point and on which date the Contract (subject to these Conditions) shall come into existence.



- 2.5 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied upon any statement, promise or representation made or given by or on behalf of Arrow ECS which is not specifically set out in the Contract.
- 2.6 Any variation (including the introduction of any additional terms and conditions) to the Conditions and/or the Contract shall only be binding if and when expressly agreed in writing and signed by a director of Arrow ECS.
- 2.7 Any advice or recommendation given by Arrow ECS, its employees and/or agents and/or subcontractors to the Customer relating to the physical storage and/or application and/or use of the Equipment and/or the Software, which is not confirmed in writing by Arrow ECS, is followed or acted upon entirely at the Customer's own risk, and accordingly Arrow ECS shall not be liable for any such advice or recommendation which is not so confirmed in writing.
- 2.8 Any typographical, clerical or other error, omission or mistake of fact, in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Arrow ECS shall be subject to correction without any liability on the part of Arrow ECS. Arrow ECS shall notify the Customer as soon as reasonably practicable of any correction made pursuant to this clause.
- 2.9 The Customer should ensure that the terms of any Order and any specifications it has supplied are complete and accurate and provided in sufficient time to enable Arrow ECS to perform the Contract.

3. PRICES

- 3.1 Unless otherwise agreed by Arrow ECS and the Customer in writing, the price (or licence fee (as appropriate)) payable by the Customer for the Equipment and/or Software and/or the Services shall be the price set out in the Contract.
- 3.2 Unless otherwise agreed by Arrow ECS in writing, all prices are exclusive of any value added tax (VAT) chargeable from time to time and of all costs or charges in relation to loading, unloading, carriage and insurance. The Customer shall be liable to pay to Arrow ECS all such VAT, costs and/or charges when it is due to pay the price for the Equipment and/or Software and/or Services.

4. TERMS OF PAYMENT

- 4.1 Unless otherwise agreed by Arrow ECS in writing, the Customer shall pay each invoice submitted by Arrow ECS:
- a) within 30 days of the date of the invoice; and
 - b) in full and in cleared funds to a bank account nominated in writing by Arrow ECS.
- 4.2 The time of payment shall be of the essence of the Contract.
- 4.3 Arrow ECS reserves the right to claim interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 (as amended from time to time) after as well as before judgement.
- 4.4 All amounts due from the Customer to Arrow ECS shall be paid in full (without any deduction or withholding other than any that are required by law in respect of withholding or deduction of tax) and the Customer shall not be entitled to assert any credit set-off or counterclaim against Arrow ECS in order to justify withholding payment of any such amount in whole or in part.
- 4.5 In the event of default of its payment obligations under this clause, the Customer will immediately become liable to pay all sums invoiced by Arrow ECS which remain unpaid at the date of such default. The Customer shall also immediately become liable to pay all sums invoiced by Arrow ECS forthwith upon the occurrence of any of the events referred to in clause 6.4.



4.6 Any credit account facility or extension of credit allowed to the Customer by Arrow ECS may be varied or withdrawn by Arrow ECS at its sole discretion at any time and will only become effective and binding once Arrow ECS has given the Customer written notice of it.

5. DELIVERY, PERFORMANCE AND RISK

5.1 The Customer accepts that Arrow ECS is dependent upon the manufacture and supply of the Equipment and the Software by third parties and therefore all times and/or dates given by Arrow ECS for delivery of the Equipment and/or the Software and/or for performance of the Services are intended to be estimates and in this respect time shall not be made of the essence of the Contract. If no dates are specified then delivery and/or performance shall be within a reasonable time.

5.2 Arrow ECS shall deliver the Equipment and/or the Software to the Premises, and perform the Services at the Premises, unless otherwise agreed by Arrow ECS in writing. The Customer shall provide Arrow ECS with details of the relevant Premises at the time the Customer places the Order.

5.3 Arrow ECS may make and the Customer shall accept one or more partial deliveries of Equipment and/or Software. Each delivery shall be considered to be part performance of the Contract and failure by Arrow ECS to make any one or more deliveries shall not entitle the Customer to treat the Contract as a whole as repudiated.

5.4 The Customer shall prepare the area of delivery and installation for the Equipment and/or the Software and/or for the performance of the Services and provide Arrow ECS (including its employees and/or agents and/or subcontractors) with free access to the Premises and area of installation and to any information required for the performance of its obligations or service of facilities that for such period of time as Arrow ECS reasonably requires to deliver, perform or meet its obligations under the Contract. Where the same has not been provided the Customer shall indemnify Arrow ECS in respect of all loss, damages, costs and expenses howsoever incurred in such circumstances.

5.5 Where any of Arrow ECS's employees and/or agents and/or subcontractors enter the Premises for any purpose, the Customer shall procure that the owner(s) and occupier(s) of the Premises shall take all such measures as are necessary to ensure that the Premises and any plant, equipment, articles or substances in the Premises are safe and without risks to the health and safety of Arrow ECS's employees and/or agents and/or subcontractors and that they comply with all relevant health and safety legislation as amended from time to time. The Customer shall indemnify Arrow ECS against all losses, claims and demands suffered by Arrow ECS as a result of its employees and/or agents and/or subcontractors attending the Premises and suffering any injury and/or loss and/or damage as a result of non-compliance with this clause.

5.6 The Customer will take delivery of the Equipment and/or Software within 5 Working Days of Arrow ECS giving it notice that the same is/are ready for delivery.

5.7 Subject to clause 5.8, risk in the Equipment and/or the Software passes to the Customer upon the earlier of the following:

- a) a freight forwarder taking possession of the Equipment and/or the Software for onward shipment to the Customer; or
- b) the Equipment and/or the Software leaving Arrow ECS's warehouse for onward shipment to the Customer; or
- c) in the case of Software delivered electronically to the Customer, at the time at which the Software is sent to the Customer by Arrow ECS or a third party supplier.

5.8 If for any reason whatsoever:

- a) the Customer will not or does not accept delivery of any part or all of the Equipment and/or Software when they are ready for delivery; or



- b) delivery of the Equipment and/or Software is delayed because the Customer has not provided appropriate instructions, documents, licences or authorisations or because of any other circumstances within the Customer's responsibility;

risk in the Equipment and/or Software shall immediately pass to the Customer, and Arrow ECS shall be entitled (at its discretion) to store the Equipment and/or the Software until physical delivery of such Equipment and/or Software is made, whereupon the Customer will be liable for all related costs and expenses (including, without limitation, storage and insurance).

5.9 The quantity of any consignment of Equipment and/or Software as recorded in the delivery note shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary.

5.10 Arrow ECS shall not be liable for any losses or liabilities incurred or suffered by the Customer whatsoever and howsoever caused as a consequence of non-delivery of Equipment and/or Software unless written notice is given by the Customer to Arrow ECS within 10 days of the date when the Equipment and/or Software would in the ordinary course of events have been delivered.

6. RETENTION OF TITLE

6.1 Title to the Equipment and the Software shall not pass to the Customer until Arrow ECS has received full payment (in cash or cleared funds) of all sums due to it by the Customer under the Contract, any previous Contract or otherwise.

6.2 Until title to the Equipment and the Software has passed to the Customer, the Customer must:

- a) hold the Equipment and the Software on a fiduciary basis as Arrow ECS's bailee;
- b) store the Equipment and the Software (at no cost to Arrow ECS) separately from all other property of the Customer and/or any third party in such a way that it remains readily identifiable as Arrow ECS's property;
- c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Equipment and Software;
- d) maintain the Equipment and Software in satisfactory condition and keep it insured on Arrow ECS's behalf for its full price against all risks to the reasonable satisfaction of Arrow ECS. Upon request the Customer shall immediately produce the relevant policy of insurance to Arrow ECS; and
- e) hold any proceeds of the insurance referred to in clause 6.2(d) on trust for Arrow ECS, separately from any other money held by the Customer and pay the proceeds to Arrow ECS immediately on receipt.

6.3 The Customer may resell the Equipment before ownership has passed to it solely on the following conditions:

- a) any sale shall be effected in the ordinary course of the Customer's business at full market value;
- b) any such sale shall be a sale of Arrow ECS's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale; and
- c) hold the proceeds of any such sale on trust for the sole benefit of Arrow ECS and separately from any other money held by the Customer.

6.4 The Customer's right to possession of the Equipment and the Software and the right to resell the same prior to title passing shall immediately terminate if:



- a) the Customer has a bankruptcy order made against him or her or makes an arrangement or composition with his or her creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or any other analogous step or procedure is taken in any other jurisdiction, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed over its undertaking or any part thereof, or a notice of intention to appoint an administrator is filed at court, or a resolution is passed or a petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer or any other analogous step or procedure is taken in any other jurisdiction; or
- b) the Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (if a body corporate) or section 268(1) of the Insolvency Act 1986 (if an individual) or within the meaning of the Insolvent Partnerships Order 1994 (if a partnership) or the Customer ceases to trade; or
- c) the Customer encumbers or in any way charges any of the Equipment; or
- d) the Customer fails to observe or perform any of his/its obligations under the Contract or any other contract between it and Arrow ECS.

6.5 Arrow ECS shall be entitled to recover payment for the Equipment and the Software notwithstanding that title to any of the Equipment and the Software has not passed from Arrow ECS to the Customer.

6.6 The Customer grants Arrow ECS, its agents and/or its employees and/or its subcontractors an irrevocable licence to enter any premises at any time where the Equipment and/or the Software is or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.

7. SOFTWARE LICENCE

7.1 Where Software is supplied or incorporated as part of the Equipment it will be supplied subject to a Software Licence from the owner of the Software. The Customer shall sign and return such licence and/or registration card relating thereto (as maybe appropriate) to the Software owner by return, or as otherwise specified. If the Customer fails either to communicate its acceptance of the terms of the Software Licence in accordance with this clause or to pay any relevant licence fee for the Software, the Customer's right to use the Software shall immediately cease and it shall remove the Software from its computer systems and return all physical copies thereof to Arrow ECS and will (upon request) provide a signed declaration (from a director of the Customer (if a body corporate)) that this clause has been complied with. The Customer shall also indemnify Arrow ECS in respect of all loss, damages, costs and expenses howsoever incurred in such circumstances.

8. SPECIFICATIONS AND INFORMATION

8.1 Unless expressly agreed in writing by Arrow ECS, all descriptions, drawings, designs, specifications and particulars of weight and dimensions prepared and/or submitted by Arrow ECS are approximate only. Arrow ECS shall incur no liability in respect of any descriptions, drawings, designs, specifications and particulars of weight and dimensions prepared by any third party and the Customer shall indemnify Arrow ECS against any and all liabilities and expenses incurred by Arrow ECS arising therefrom.

8.2 All drawings, designs, specifications, manuals, software, listings, object code or source code and information imparted by Arrow ECS are to be treated as strictly confidential and shall not be disclosed to any third party without Arrow ECS's prior written consent unless they are public knowledge at the time they are provided or from such future time when they become public knowledge (provided that they do not come into public knowledge through any fault of the Customer).

9. WARRANTY



Equipment and Software

- 9.1 The Customer acknowledges and accepts that Arrow ECS is not the manufacturer of the Equipment or the Software and that each item of Equipment and Software is subject to its own warranty with its manufacturer.
- 9.2 Arrow ECS will either:
- a) obtain for the Customer the benefit of any standard end-user warranties available in respect of the Equipment and/or the Software (whether by assignment from Arrow ECS or directly from the manufacturer); or, if this is unavailable,
 - b) grant the Customer the same warranties that Arrow ECS receives from the manufacturer in respect of the Equipment and/or the Software, subject to the same conditions and limitations relating to those warranties contained in the contractual documents between the manufacturer and Arrow ECS. Details of these warranties and the conditions and limitations applicable to them shall be made available to the Customer upon written request.
- 9.3 The sum total of any payments by Arrow ECS to the Customer pursuant to any warranties provided by it in accordance with clause 9.2(b) above shall be limited to the sum total of payments received by Arrow ECS from the relevant manufacturer in respect of the Customer's claim.
- 9.4 Arrow ECS shall not be liable under any warranty issued pursuant to clause 9.2(a).
- 9.5 Arrow ECS shall not be liable under any warranty issued pursuant to clause 9.2(b) unless the Customer gives notice and details of the damage or defect in the Equipment and/or the Software to Arrow ECS and the carrier within 24 hours of delivery and Arrow ECS is given a reasonable opportunity after receiving such notice from the Customer to examine the Equipment and/or Software and the Customer (if asked to do so by Arrow ECS) returns such Equipment and/or Software in the packaging in which it was supplied in resaleable condition to Arrow ECS's place of business at Arrow ECS's cost for the examination to take place there.
- 9.6 Furthermore, Arrow ECS shall not be liable under any of the warranties referred to in clause 9.2(b) if:
- a) the defect arises because the Customer has failed to follow the oral or written instructions of Arrow ECS and/or the manufacturer/supplier of the Equipment and/or Software as to the storage, installation, commissioning, use or maintenance of the Equipment and/or Software or (if there are none) good trade practice; or
 - b) the Customer alters or repairs such Equipment and/or Software without the written consent of Arrow ECS or the manufacturer or takes any step or action which has the effect of invalidating the warranty; or
 - c) the defect arises out of fair wear and tear; or
 - d) Arrow ECS is unable to pass any such liability onto the relevant manufacturer under its warranty due to an act or omission of the Customer or any person to whom it has supplied the Equipment and/or Software (including a failure by the Customer to return the Equipment and/or Software in the relevant packaging in resaleable condition).
- 9.7 In the event that the Customer has a valid claim under any warranty issued pursuant to clause 9.2(b), Arrow ECS shall provide the Customer with the remedy or remedies available under the warranty. If, in accordance with the terms of the warranty, Arrow ECS is required to refund and does refund the price of any Equipment and/or Software at set out in the Contract, it shall have no further liability to the Customer under any of the warranties issued pursuant to clause 9.2(b) in respect of such claim, and any Equipment and/or Software returned by the Customer to Arrow ECS will therefore belong to Arrow ECS.

Services



- 9.8 Arrow ECS warrants to the Customer that the Services will be provided using reasonable care and skill.
- 9.9 Arrow ECS reserves the right (at its sole discretion) to re-perform any Services which have been defectively performed or otherwise refund the price of such Services as set out in the Contract.

10. LIABILITY

- 10.1 Subject to clause 9, the following provisions set out the entire financial liability of Arrow ECS (including any liability for the acts or omissions of its employees and/or agents and/or sub-contractors) to the Customer.
- 10.2 Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute, including sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982, and by common law are, to the fullest extent permitted by law, excluded from the Contract.
- 10.3 Nothing in these Conditions excludes or limits the liability of Arrow ECS for:
- a) death or personal injury caused by Arrow ECS's negligence or the negligence of its employees, agents or subcontractors; or
 - b) fraud or fraudulent misrepresentation.
- 10.4 Subject to clauses 10.2 and 10.3:
- a) Arrow ECS shall under no circumstances whatsoever be liable to the Customer in contract, tort (including negligence) breach of statutory duty, misrepresentation, restitution or otherwise, for any increased costs or expenses, or any loss of profit, business, contracts, revenues, or anticipated savings or any special, indirect or consequential damage and/or loss of any nature whatsoever and howsoever arising under or in connection with the Contract; and
 - b) Arrow ECS'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 paid or to be paid by the Customer under the Contract.
- 10.5 The Customer is responsible for making its own arrangements for the insurance of any excess loss over and above the total liability of Arrow ECS set out above.

11. PACKAGING AND RETURNS

- 11.1 Any Equipment and/or Software which is supplied in accordance with the Contract can only be returned to Arrow ECS if the Customer obtains a returns authorisation number from Arrow ECS.
- 11.2 The Customer shall send all returns to the location advised by Arrow ECS. All such returns are at the Customer's sole risk and expense. Arrow ECS reserves the right to refuse to accept any such returns if they are not returned in the original packaging in which they were supplied to the Customer, in resaleable condition.

12. RENEWAL CONTRACTS

- 12.1 To the extent that the contract between Arrow ECS and the manufacturer or supplier of the Equipment and/or the Software and/or the Services contains an automatic renewal clause (i.e. automatically renewing the contract between Arrow ECS and the manufacturer or supplier on a specified date), an identical term shall be implied into the Contract between Arrow ECS and the Customer, save that any notice period specified in the automatic renewal clause relating to notice of intention not to renew shall be extended by 20 Working Days. For example, if the contract between Arrow ECS and the manufacturer or supplier of the Equipment and/or the Software and/or the Services contains an automatic renewal clause and requires Arrow ECS to give not less than 20 Working Days' notice of an



intention not to renew, the automatic renewal clause implied into the Contract between Arrow ECS and the Customer shall be identical save that the Customer is required to give Arrow ECS at least 40 Working Days' notice of an intention not to renew.

- 12.2 The Customer shall indemnify Arrow ECS in respect of all costs and expenses howsoever incurred as a result of any breach and/or failure to strictly comply with clause 12.1.

13. FORCE MAJEURE

Arrow ECS reserves the right to defer the date of delivery or to terminate the Contract or reduce the volume of the Equipment and/or Software and/or Services ordered by the Customer (without liability to Arrow ECS) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Arrow ECS including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials provided that, if the event in question continues for a continuous period in excess of 30 days, the Customer shall be entitled to give notice to Arrow ECS to terminate the Contract.

14. COMPLIANCE WITH LOCAL LAWS AND REGULATIONS AND THE EXPORT TERMS

- 14.1 The Customer shall be responsible for obtaining all necessary export and import licences or permits necessary for the export of the Equipment and/or the Software outside of the United Kingdom and the import of the same into another jurisdiction (the **Export Territory**) and warrants that none of the of the Equipment and/or Software will be exported and/or imported unless and until all such necessary export and import licences or permits have been obtained in writing from the appropriate regulatory authorities. Unless agreed otherwise, the Customer shall be responsible for any customs duties, clearance charges, taxes, brokers' fees and other amounts payable in connection with the exportation, importation and delivery of the Equipment and/or the Software.

- 14.2 Any export of the Equipment and/or the Software outside of the United Kingdom shall be subject to the Export Terms.

- 14.3 The Customer warrants to Arrow ECS that it will comply with the following:

- a) all applicable laws and regulations, including, without limitation, all applicable anti-bribery laws and laws governing transactions with government, public and private entities, antitrust and competition laws, applicable insider trading, securities and financial reporting laws, laws governing consumer transactions and laws regarding data privacy; and
- b) all laws and regulations affecting the purchase and/or use and/or resale of the Equipment and/or the Software which are in force within the Export Territory or any part of it (**Local Regulations**) prior to the date of the Contract.

- 14.4 The Customer shall give Arrow ECS as much advance notice as reasonably possible of any prospective changes in the Local Regulations.

- 14.5 The Customer warrants to Arrow ECS that the sale and supply of the Equipment and/or the Software to the Customer and any resale by the Customer to a third party will not contravene any sanctions or restrictions on trade from time to time existing between the United Kingdom and the Export Territory and the Export Territory and any other jurisdiction, and nor will it contravene terms of an equivalent nature agreed between Arrow ECS and the manufacturer of the Equipment and/or the Software or the supplier of the same.

- 14.6 The Customer shall indemnify Arrow ECS (including its employees, and/or its agents, and/or its subcontractors) in respect of all loss, damages, costs and expenses howsoever incurred as a result of any breach and/or failure to strictly comply with this clause 14.

15. TERMINATION



- 15.1 Without limiting its other rights or remedies, Arrow ECS may terminate the Contract:
- (a) by giving the Customer one months' written notice; or
 - (b) with immediate effect upon the occurrence of any one or more of the events referred to in clause 6.4.
- 15.2 Without limiting its other rights or remedies, Arrow ECS shall have the right to suspend the supply of the Equipment and/or the Software and/or the Services to the Customer if the Customer fails to comply with its payment obligations under clause 4.1.

16. GENERAL

- 16.1 Save as provided for elsewhere in these Conditions, no Contract may be cancelled unless agreed by Arrow ECS in writing and upon payment by the Customer to Arrow ECS sufficient to indemnify Arrow ECS for all losses and liabilities resulting from the Customer's cancellation of a Contract.
- 16.2 All notices hereunder shall be in writing and shall be given by hand or sent by prepaid first class post to the party concerned at its last known address, or by fax to the other party's main fax number or by email to the other party's main email address. Notices given by hand shall be deemed to have been delivered when left at such addressor; notices sent by first class post shall be deemed (in the absence of evidence of earlier receipt) to have been delivered two Working Days after despatch; notices sent by fax shall be deemed to have been delivered on the next Working Day after transmission; and notices sent by e-mail shall be deemed to have been delivered on confirmation of transmission.
- 16.3 The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may not subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
- 16.4 Where responsibility to collect, recycle and/or dispose of electrical and electronic equipment (EEE) applies to Arrow ECS as a producer by virtue of the Waste and Electrical and Electronic Equipment Regulations 2006, the Customer, being a business and not a private household, must finance the costs of the collection, treatment, recycling, recovery and environmentally sound disposal of the EEE when it is discarded as waste in the United Kingdom.
- 16.5 To conform with any applicable legal requirements, whether local, national, European Union, international or otherwise, Arrow ECS reserves the right to make changes to the specification of the Equipment and/or Software, provided that such changes do not materially affect the quality or performance of the Equipment and/or Software, without incurring any further or additional liability to the Customer as a result of having done so.
- 16.6 The Customer agrees that it will not offer or make payments or gifts (monetary or otherwise such as travel, entertainment, meals, and other items of value) to anyone for the purpose of wrongfully influencing decisions in favour of Arrow ECS, directly or indirectly. Arrow ECS may terminate any Contract immediately in case of a breach of this clause or when Arrow ECS reasonably believes such a breach has occurred or is likely to occur.
- 16.7 Each right or remedy of Arrow ECS under the Contract is without prejudice to any other right or remedy of Arrow ECS whether under the Contract or otherwise.
- 16.8 If any provision of these Conditions or any Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of these Conditions and any Contract and the remainder of such provision shall continue in full force and effect.
- 16.9 Failure or delay by Arrow ECS in enforcing or partially enforcing any provision of these Conditions or any Contract will not be construed as a waiver of any of its rights under these Conditions or any Contract.



- 16.10 Any waiver by Arrow ECS of any breach of, or any default under, any provision of these Conditions or any Contract by the Customer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of these Conditions or any Contract.
- 16.11 Subject to those persons identified in clause 14.6, the parties to the Contract do not intend that any these Conditions will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 16.12 These Conditions and any Contract, and any dispute or claim arising out of or in connection with the subject matter or formation of the same, shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

Accepted on behalf of

(If signing on behalf of a body corporate) – I am duly

authorised to sign these Conditions on

behalf of the above named.

Signed

Name

Title

Date

