



TERMS AND CONDITIONS OF SALE AND SUPPLY

By placing an Order with Arrow, Customer agrees that these Terms and Conditions of Sale and Supply shall apply to such Order. Any terms in Customer's Order are void.

1. Definitions

These Conditions will use the following definitions:

“Arrow” shall mean Arrow Electronics (UK) Limited, Kao 1 Kao Park, Hockham Way, Harlow, Essex, United Kingdom, CM17 9NA. Registered in England and Wales, Number 02582534.

“Conditions” shall mean these Terms and Conditions of Sale and Supply. The Conditions are automatically incorporated into any Order, Confirmation and Contract.

“Confirmation” shall mean Arrow's written acceptance, acknowledgement or confirmation of an Order or (if earlier) Arrow's supply of Deliverables to Customer. A Confirmation may be in whole or in part with respect to Deliverables.

“Consents” shall mean all necessary authorisations, consents and registrations required by Data Protection Laws in connection with the execution or performance of these Conditions or a Contract, including, but not limited to, accessing, processing and/or transferring any end customer personal data and providing Arrow with copies thereof upon Arrow's request.

“Contract” shall mean the agreement between the Parties for the sale of Deliverables when Arrow have confirmed an Order as set out in Paragraph 2 of these Conditions. Any Contract is subject to these Conditions. Also for the sake of clarity any SOW will be deemed to incorporate these Conditions.

“Customer” shall mean the entity purchasing Deliverables from Arrow.

“Deliverables” shall mean any (including any instalment of or any parts for them) equipment, products, software licenses, services (including cloud, consultancy or professional services) and/or standard, customised and/or tailored courses and trainings sold or supplied by Arrow to Customer.

“Export Terms” shall mean the separate terms and conditions of export under which equipment, software and/or products are exported by Arrow from the Manufacturer to

any particular territory or jurisdiction for a Customer. Such terms shall be made available to Customer either via access to an electronic portal or sent via Email to the Customer.

“Data Protection Laws” shall mean all data protection laws, including the General Data Protection Regulation 2016/679 (**“GDPR”**) and any equivalent, applicable or associated law regarding data protection, including other regulations and directives covering the same topic and applicable local laws regarding the same.

“Late Payment Charge” shall mean, when a Contract is in default based on Customer’s failure to pay the Price and Other Charges in accordance with paragraph 3 of these Conditions, the statutory interest rate of 8% plus the Bank of England base rate on any amounts owed by Customer to Arrow until the Contract is paid in full, provided that the rate does not exceed the maximum statutory rate allowable under the applicable law.

“Manufacturer” shall mean the manufacturer, vendor and/or original supplier of any Deliverable.

“Order” shall mean Customer’s order for Deliverables as set out in a purchase order form and as further detailed in paragraph 2 of these Conditions. An Order is deemed an offer by Customer to Arrow for said Deliverables.

“Other Charges” shall mean amounts chargeable to Customer for value added tax, all costs or charges in relation to freight, handling, loading, unloading, carriage and insurance related to a Contract.

“Parties” shall mean Arrow and Customer.

“Premises” shall mean Customer’s place of business or such other place specified by Customer to and agreed by Arrow as being the place for performance of a Contract.

“Price” shall mean, unless otherwise agreed by the Parties in writing, the price (or licence fee as appropriate) payable by Customer to Arrow for the Deliverables as set out in the Confirmation and/or Arrow invoice. Price of the Goods is exclusive of cost of packing, delivery, value added tax (**“VAT”**).

“SOW” shall mean a statement of work in writing and agreed between the Parties for the delivery of services (including, but not limited to, cloud, consultancy or professional services).

“Value Added Goods” shall mean Deliverables (goods) which have been altered or have been incorporated in other goods by Arrow before sale to Customer or Deliverables (goods) manufactured by Arrow.

2. Contract Formation

2.1 These Conditions form the exclusive basis on which Arrow will sell or supply, and Customer will purchase, Deliverables under a Contract unless otherwise

agreed by authorised representatives of the Parties. The Parties agree that no trade, custom, usage, practice or course of dealing will govern or supplement their Contract. The Parties have no other agreements or oral agreements regarding the subject matter of these Conditions or with respect to any Contract. Any term or condition of Customer, however expressed (orally, in writing, in an Order, etc.), is void and shall in no way govern the Parties' Contract. To the extent there is any conflict the order of precedence shall be as follows: (i) these Conditions and (ii) the Contract.

- 2.2 Arrow may provide quotations for Deliverables. Quotations are not offers; rather, they are invitations to Customer to make an offer to Arrow. Each quotation is valid on the day of issue only, after which they may be altered by Arrow without giving notice to the Customer.
- 2.3 A Customer's Order is an offer to purchase Deliverables in accordance with these Conditions. An Order may not be rescinded except by written agreement of Arrow.
- 2.4 Arrow may accept or reject an Order. An acceptance occurs when Arrow issue a Confirmation or ships the Deliverables, at which point and on that date a Contract is formed. If Arrow reject an Order, no Contract is formed.
- 2.5 Any variation to a Contract shall only be binding if expressly agreed in writing and signed by both Parties and by directors of the respective Parties.
- 2.6 Any typographical, clerical or other error, omission or mistake of fact in any sales literature, quotation, price list, Confirmation, invoice or other document or information issued by Arrow shall be subject to correction without liability on the part of Arrow.
- 2.7 All specifications drawings and particulars of weights, dimensions, capacity or other details provided by Arrow are intended to give a general idea of the Deliverables but will not form part of the Contract unless otherwise agreed in writing. If Arrow's description of the Deliverables varies from the Manufacturer's description the Manufacturer's description shall take precedence. The Manufacturer's description is available from Arrow on request in writing.
- 2.8 Arrow reserve the right to make any changes in the specification of the Deliverables which are required to conform with any applicable statutory or EU requirements or, where the Deliverables are to be supplied which do not adversely affect their quality or performance to any material degree or as a result of any change in the Manufacturer's specification of the Deliverables.
- 2.9 Arrow shall have the right, from time to time, to amend and/or augment these Conditions to the extent the Manufacturer requires certain terms and conditions be included associated with a Contract for Deliverables. Arrow shall provide Customer a copy of the same, whereby upon such provision such amended and/or augmented terms shall be considered part of any existing Contract and these Conditions.
- 2.10 The Parties may enter into an SOW associated with services. The SOW shall be deemed to incorporate these Conditions and the terms of the same shall take precedence over these Conditions to the extent of any inconsistency.

3. Price and Payment Terms

- 3.1 With respect to a Contract, Arrow shall invoice Customer for the Deliverables.
- 3.2 Customer shall pay the Price and Other Charges in accordance with the payment term set forth under the invoice in full and in cleared funds to a bank account nominated in writing by Arrow. Failing a payment term in the invoice,

the Price and Other Charges shall be paid by Customer to Arrow within thirty days of the date of the invoice. Time of payment shall be the essence of the Contract. Arrow accept payments in Sterling, although USD or Euro may also be accepted if agreed in advance either in a quote, verbally or otherwise in writing.

- 3.3 Arrow may in its unfettered discretion withdraw the credit terms described in clause 3.2 and/or any other credit terms that may have been agreed in writing between Arrow and Customer and substitute either cash on delivery terms whether for the Deliverables already delivered or otherwise or terms whereby, in the case of partial delivery of an order already made, Customer shall pay all sums outstanding on the said partial delivery or deliveries and make immediate advance payment in respect of the remainder of the total Order.
- 3.4 Price and Other Charges shall be paid in full without any deduction or withholding (other than any that are required by law), and Customer shall not assert any set-off or counterclaim against Arrow.
- 3.5 No cash or other settlement discount will be allowed unless specified in writing by Arrow and Arrow reserve the right to withdraw any such discount when payment is not made in accordance with clause 3.2.
- 3.6 VAT will be charged on the total invoice value including without limitation charges for packing and delivery at the rate(s) applicable on the date of supply. Where agreed call offs are not adhered to by Customer, Arrow reserve the right to amend the price structure in accordance with the quantities delivered. Call-off arrangements or scheduled deliveries will only be agreed if the price of each shipment of the Deliverables exceeds £25.
- 3.7 If Customer fails to pay the Price and Other Charges within the time stated in clause 3.2, the Contract shall be considered in default.
- 3.8 While the Contract is in default, Arrow may, in addition to cancelling the Contract, assess a Late Payment Charge. The Parties agree that the Late Payment Charge represents a fair attempt to recompense Arrow for associated costs, lost business opportunity and administrative burdens associated with late payments, and Customer covenants that it will not challenge these Late Payment Charges in any forum. In addition to clause 15.4, the Parties agree that if for any reason the interest rate is declared to be unlawful, the Late Payment Charge should be reduced to the maximum amount allowed by law.
- 3.9 Any credit account facility or extension of credit by Arrow to Customer, if any, may be changed or withdrawn by Arrow at its sole discretion at any time and will become effective and binding once Arrow have given Customer notice of the same.
- 3.10 Arrow reserve the right at any time prior to delivery of the Deliverables to adjust the Price in proportion to any increase of costs to Arrow, including, but not limited to, any increase as a result of default of the Customer, rescheduling costs, cancellation of any part of an Order, non-adherence to agreed call-off or scheduled delivery arrangements and/or any increase in the costs to it of materials, labour, transport taxes or services, any currency fluctuation or any other matter beyond the control of Arrow.

4. Delivery and Performance

- 4.1 Customer accepts that Arrow are dependent upon the manufacture and supply of Deliverables by third parties, including the Manufacturer, and therefore all times and dates provided by Arrow for delivery of Deliverables are estimates and not binding delivery dates and times. If no dates are

- specified, delivery and/or performance shall be within a reasonable time, continuing to bear in mind the first sentence of this clause.
- 4.2 Arrow may, in its sole discretion, and subject to receiving from Customer 60 days prior written notice requesting it, agree in writing to reschedule an Order or part thereof, provided that the Customer shall be bound by the terms of the Customer's written confirmation of the reschedule.
 - 4.3 Shipping of Deliverables shall be pursuant to Incoterms (2010) ExWorks unless Arrow specify otherwise in writing. Packaging and delivery will be charged in accordance with Arrow's standard rates at the date of supply.
 - 4.4 Customer will take delivery of the Deliverables within the time specified by Arrow once Arrow give Customer notice that the same are ready for delivery.
 - 4.5 Arrow shall deliver the Deliverables to the Premises. Customer shall provide Arrow details of the Premises at the time Customer places an Order. The Deliverables may be delivered in advance of the estimated delivery date.
 - 4.6 The Deliverables will be packed to the Manufacturer's or Arrow's normal specification in non-returnable packaging.
 - 4.7 Arrow may make and Customer shall accept one or more partial deliveries of Deliverables. Each delivery shall be considered to be part performance of the Contract. Failure by Arrow to make one or more deliveries shall not entitle the Customer to treat the Contract as a whole as repudiated. Supply may be subject to minimum order quantity if applicable.
 - 4.8 Under-delivery of Deliverables supplied as tape and reel (representing not more than 5% by value of any Order) shall not give Customer the right to reject the Deliverables delivered or to claim damages, and Customer shall be obliged to accept and pay at the contract rate for the quantity of Deliverables delivered.
 - 4.9 Customer shall prepare the Premises, including the area of delivery and installation for the Deliverables, and provide Arrow (including its employees, agents and/or subcontractors) access to the Premises and area of installation and to any information required for the performance of Arrow's obligations for such period of time as Arrow reasonably requires to deliver, perform or meet its obligations under a Contract.
 - 4.10 Customer shall procure that the owner(s) and occupier(s) of the Premises shall take all measures as necessary to ensure that the Premises are safe and without risks to the health and safety of Arrow's employees, agents and/or subcontractors and that they comply with all relevant health and safety legislation. Customer shall indemnify Arrow against all losses, claims and demands suffered by Arrow as a result of its employees, 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. Customer shall make the Premises available to Arrow and/or its agents to the extent necessary for Arrow to perform its obligations under these Conditions and/or Contract and to grant Arrow and/or its agents licence to enter and inspect Premises.
 - 4.11 In the event Customer fails to take delivery of the Deliverables or failing to give Arrow adequate delivery instructions at the time stated for delivery or for any other reason, Arrow may arrange for storage of the Deliverables so delivered at the risk and cost of Customer (such cost to include the cost of insurance) or sell the Deliverables at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to Customer for the excess over the price under the Contract or charge Customer for any shortfall below the price under the Contract.

- 4.12 Arrow reserve the right to defer the date of delivery or terminate a Contract or reduce the volume of Deliverables (without liability to Arrow) if Arrow are prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Arrow including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, virus, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), changes in law, Brexit or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.
- 4.13 Arrow shall be entitled to cancel the Contract without penalty or payment of damages if Arrow are unable to purchase Deliverables from the Manufacturer for whatever reason (save as a result of Arrow's own default) including but not limited to termination of any agency, distribution or franchise agreement made between Manufacturer and Arrow or Manufacturer's right to manufacture being terminated. Prior to terminating the Contract, Arrow will use reasonable endeavours to source Deliverables of the same or materially similar specification from a third party. Price is here subject to change
- 4.14 Customer acknowledges that the sale, resale or use of any software/licenced Deliverable or incorporated as part of any hardware is subject to the acceptance of the relevant Manufacturer's end user licence agreement and/or other conditions. Customer shall sign and return, and/or as the case may be, shall procure that its end customer shall sign and return, such end user licence agreement and/or registration card and/or other conditions (as maybe appropriate) relating to each licenced Deliverable to the Manufacturer or as otherwise specified. Customer shall immediately report violations of the end user licence agreement or other conditions to Arrow or the Manufacturer.
- 4.15 If Customer fails, or the end user fails, either to communicate acceptance of the terms of the end user licence agreement or other conditions in accordance with these Conditions or pay any relevant licence fee for the licenced Deliverable, Customer's or the end user's, as the case may be, right to use the licenced Deliverable shall immediately cease, and the Customer/end user shall remove the licenced Deliverable from its computer systems and return all physical copies thereof to Arrow. Customer will (upon request) provide a signed declaration (from a director of Customer) that clauses 4.14 and 4.15 have been complied with. Customer shall indemnify, defend and hold harmless Arrow in respect of all loss, damages, costs and expenses howsoever incurred where Customer or end user fail to comply with clauses 4.14 and 4.15.

5. Risk and title

- 5.1 Subject to clauses 4.3 and 5.2, risk in equipment, products and non-licenced software, passes to the Customer upon the earlier of the following:
- 5.1.1 a freight forwarder takes possession of the same for onward shipment to Customer or its designee;
 - 5.1.2 the equipment, products and non-licenced software leave Arrow's warehouse for onward shipment to Customer or its designee; and
 - 5.1.3 in the case of non-licenced software delivered electronically to Customer, the time at which the software is sent to Customer or its designee by Arrow or a third-party supplier.

5.2 If for any reason:

- a. Customer will not or does not accept delivery of any part or all of the Deliverables when they are ready for delivery; or
- b. delivery of the Deliverables is delayed because Customer has not provided appropriate instructions, documents, licences or authorisations or because of any other circumstances within the Customer's responsibility,

then risk in the Deliverables shall immediately pass to Customer, and Arrow shall be entitled (at its discretion) to store the Deliverables until delivery is made, whereupon Customer will be liable for all related costs and expenses (including, without limitation, storage and insurance).

5.3 In the case of licenced software and/or cloud services, title shall vest with the Manufacturer and only a licence to use the software/cloud service, upon acceptance of the end user licence agreement and/or the terms of access and use set forth by the Manufacturer, shall be granted and then only in accordance with the terms of the end user license agreement or other conditions.

5.4 Title to other Deliverables for a given Contract shall pass to Customer when full payment in cleared funds under said Contract has been received by Arrow. Until such time Arrow shall retain title to the Deliverables until payment is made in full and Arrow shall have a security interest in the Deliverables to secure payment. Arrow may record applicable financing and charging statements to protect its security interest, and Customer shall, at the request of Arrow, assist in taking any measures necessary to protect Arrow's title to Deliverables in the country or countries concerned.

5.5 Customer may resell the Deliverables before title has passed to Customer only on the following conditions:

- a. the sale shall be in the ordinary course of the Customer's business;
- b. the sale shall be a sale of Arrow's property on Customer's behalf and the Customer shall deal as principal when making such a sale; and
- c. Customer shall hold sums due to Arrow pursuant to such sale in trust for the sole benefit of Arrow and separately from any other money held by the Customer.

5.6 During such time as property rights in the Deliverables remain with Arrow, Customer shall store or otherwise keep the same in such a way as to clearly indicate at all times that the said property remains in Arrow and shall not remove, obscure or delete any labels or marks placed on Deliverables which may enable the Deliverables to be identified as Arrow's and shall grant Arrow access to the Premises for the purpose of inspecting the Deliverables.

6. Warranty

6.1 Customer acknowledges and accepts that Arrow are not the Manufacturer and that Deliverables sold or supplied under these Conditions is subject to, if any, a warranty with the Manufacturer.

6.2 The following sets forth Arrow's sole obligations with respect to warranties. Arrow make no other warranty and excludes all others.

- 6.3 Arrow's employees or agents are not authorised to make representations concerning the Deliverables unless confirmed by Arrow in writing. In entering into a Contract Customer acknowledges that it does not rely on any such representations which are not so confirmed. Any advice or recommendation given by Arrow or its employees or agents to Customer or its employees or agents as to the storage, application or use of the Deliverables which is not confirmed in writing by Arrow is followed or acted upon entirely at Customer's own risk, and accordingly Arrow shall not be liable for any such advice or recommendation which is not so confirmed.
- 6.4 Unless specifically otherwise agreed in writing Arrow, Customer acknowledges that Deliverables sold by Arrow are not intended for and will not be used in life support systems, human implantation, nuclear facilities or systems or any other application where product failure could lead to loss of life or catastrophic property damage. Customer will indemnify and hold Arrow harmless from any loss, cost or damage resulting from Customer's breach of this clause.

Equipment, Software and Products

- 6.5 Subject always to all the limitations, terms and conditions of a warranty contained in the contractual documents between the Manufacturer and Arrow, Arrow will either:
- a. obtain for Customer the benefit of standard end-user warranties available in respect of the equipment, software or products; or, if this is unavailable,
 - b. grant Customer the same warranties that Arrow receive from the Manufacturer in respect of the equipment, software or products.
- 6.6 Arrow shall not be liable under any warranty referenced clause 6.5(a).
- 6.7 The sum total of payments by Arrow to Customer pursuant to clause 6.5(b) shall be limited to the sum total of payments received by Arrow from the relevant Manufacturer in respect of Customer's warranty claim.
- 6.8 Arrow shall not be liable under any warranty issued pursuant to clause 6.5(b) unless Customer gives notice and details of the damage or defect in the equipment, software or products to Arrow within 7 days of discovery of any defect by Customer and in any event not later than three months from the delivery date; Arrow are given a reasonable opportunity after receiving such notice from the Customer to examine the equipment, software or products; and the Customer (if asked to do so by Arrow) returns such equipment, software or products in the packaging in which it was supplied in resaleable condition to Arrow's place of business for examination there.
- 6.9 Arrow shall not be liable under any warranty in clause 6.5(b) if:
- a. the defect arises because Customer or end user has failed to follow instructions of Arrow and/or the Manufacturer as to the storage, installation, commissioning, use or maintenance of the equipment, software or products, or, if there are none, good trade practice; or
 - b. Customer or end user alters or repairs the equipment, software or products without the written consent of Arrow or the Manufacturer or takes any step or action which has the effect of invalidating the warranty; or

- c. the defect arises out of regular wear and tear; or
 - d. Arrow are unable to pass any such liability onto the relevant Manufacturer under its warranty due to an act or omission of Customer or any person to whom Customer has supplied the equipment, software or products (including a failure by Customer to return the same in the relevant packaging in resaleable condition).
- 6.10 In the event that Customer has a valid claim under any warranty issued pursuant to clause 6.5(b), Arrow shall provide Customer with the remedy or remedies available under the warranty. If, in accordance with the terms of the warranty, Arrow are required to refund and does refund the price of any equipment, software or products as set out in a Contract, Arrow shall have no further liability to Customer under any of the warranties issued pursuant to clause 6.5(b) in respect of such claim, and any equipment, software or products returned by the Customer to Arrow will therefore belong to Arrow.
- 6.11 The performance of any customised and/or value-added products and services may void the Manufacturer's warranty and render products or services non-returnable which, in turn, will void any Warranties made under these Conditions. Orders incorporating customised products or value-added services are, accordingly, non-cancellable and the products or services are non-returnable. Any third-party value-added service provider is deemed to be an agent of Customer.

Services (Including Cloud Services) and Education/Trainings

- 6.12 Arrow warrant to Customer that the services (including cloud services) and education/trainings will be provided using reasonable care and skill.
- 6.13 Arrow reserve the right (at its sole discretion) to re-perform any services or education/trainings which have been defectively performed or otherwise refund the price of such services or education/trainings as set out in the Contract.

Other general warranty provisions

- 6.14 CUSTOMER ACKNOWLEDGES THAT, EXCEPT AS SPECIFICALLY SET FORTH OR REFERRED TO HEREIN, AND TO THE EXTENT PERMITTED BY LAW, ARROW MAKE NO WARRANTY AND EXPRESSLY EXCLUDES OTHER REPRESENTATIONS OR WARRANTIES REGARDING THE DELIVERABLES, EXPRESS OR IMPLIED, SUCH AS A WARRANTY OF MERCHANTABILITY, FITNESS FOR PURPOSE OR NON-INFRINGEMENT OR ANYTHING ELSE THAT MAY BE IMPLIED BY THE SALES OF GOODS ACT OF 1979 OR THE SUPPLY OF GOODS AND SERVICES ACT OF 1982, AND CUSTOMER ACCEPTS THE DELIVERABLES "AS IS". EXCEPT AS SET FORTH HEREIN, ARROW EXCLUDE ALL WARRANTIES, CONDITIONS OR OTHER TERMS IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE TO THE FULLEST EXTENT PERMITTED BY LAW. BOTH PARTIES ACKNOWLEDGE THE REASONABLENESS OF THESE EXCLUSIONS.
- 6.15 Under no circumstance will Arrow be liable for anything more than repairing, replacing or refunding the Price for the Deliverables, all at Arrow's discretion. All other Customer remedies or damages associated with the Deliverables are hereby excluded and waived.

7. Liability

- 7.1 Consistent with paragraph 6, the following provisions set out the entire financial liability of Arrow (including any liability for the acts or omissions of its employees, agents and/or sub-contractors) to Customer.
- 7.2 Nothing in these Conditions excludes or limits the liability of Arrow for:
- a. death or personal injury caused by Arrow's gross negligence or the gross negligence of its employees, agents or subcontractors; or
 - b. fraud or fraudulent misrepresentation.
- 7.3 Subject to clause 7.2:
- a. Arrow shall under no circumstances be liable to 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 a Contract; and
 - b. Arrow's total liability to Customer in respect of all other losses arising under or in connection with a Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the lesser of the Price paid by Customer under a Contract or one hundred thousand Euros (100,000€). Customer remains under a common law duty to mitigate its damages.

8. Packaging and Returns

- 8.1 Any Deliverables supplied in accordance with a Contract can only be returned to Arrow under conditions where a return is authorised in writing and if Customer obtains a return authorisation number from Arrow. The return must be accompanied by a letter giving full details of Customer's original order number, the return authorisation number, the date of purchase and the reason why the Deliverables are believed to be defective.
- 8.2 Customer shall send returns to the location advised by Arrow. All such returns are at Customer's sole risk and expense. Arrow reserve the right to refuse to accept any such returns if they are not returned in the original packaging in resaleable condition.
- 8.3 Returns are subject to examination by Arrow and its opinion that such defects exist and have not been caused by fair wear and tear, wilful damage, abnormal working conditions, failure to follow Arrow or Manufacturer's instructions (whether oral or in writing) misuse, neglect, improper installation, improper repair, alteration or accident.
- 8.4 Arrow shall be under no liability if the Price for the Deliverables has not been paid by the due date.
- 8.5 Arrow shall be under no liability in respect of any defect in the Deliverables arising from any drawing, design or specification supplied by Customer.

- 8.6 Orders for Deliverables not normally stocked by Arrow and which are procured by Arrow to satisfy Customer's requirements or which are designated as non-cancellable or non-returnable are non-cancellable, non-returnable.

9. Data Protection

- 9.1 Customer represents and warrants to Arrow that Customer shall comply with all Data Protection Laws in respect of the processing of the personal data.
- 9.2 Customer hereby explicitly authorises Arrow and the Manufacturer and any of their sub-processors to process data provided by Customer and/or to access the network of the end customer if necessary to provide Deliverables. Customer represents and warrants that it will only disclose personal data after the Consent of the end customer has been obtained in accordance with the authorisation set out herein. Under the authorisation, Arrow and the Manufacturer and their sub-processors may directly process the data and/or access the network of the end customers upon written notification of Customer for the purpose of providing Deliverables to such end customer.
- 9.3 Customer warrants to Arrow that (i) Customer has obtained and maintained all necessary Consents to make such authorisations; (ii) all instructions from Customer to Arrow to process and/or access the data are in compliance with the Data Protection Laws; (iii) Customer has in place and undertakes to maintain at all times appropriate technical and organisational measures against the accidental, unauthorised or unlawful processing, destruction, loss, damage or disclosure of personal data.
- 9.4 Customer shall provide Arrow with such other documentation and information on request and as necessary for Arrow to provide the Deliverables and to comply with its data processing and collection obligations under this paragraph 9.
- 9.5 Customer shall indemnify, defend and hold harmless Arrow in respect of all losses, damages, costs and expenses howsoever incurred by Arrow as a result of any breach and/or failure to strictly comply with this paragraph 9.

10. Compliance with local laws and regulations, export terms and other terms

- 10.1 Any export of the Deliverables shall be subject to the Export Terms which will apply in addition to these export sections under these Conditions.
- 10.2 Customer shall be responsible for obtaining all necessary export and import licences or permits necessary for the export of the Deliverables and warrants that none of the of the Deliverables 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. Customer shall be responsible for customs duties, clearance charges, taxes, brokers' fees and other amounts payable in connection with the exportation, importation and delivery of the Deliverables. Without limitation Customer shall comply with all export laws, restrictions, sanctions and embargoes imposed by the United States of America, the European Union and the United Nations.
- 10.3 Customer warrants to Arrow that Customer will comply with all of 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;
- b. all laws and regulations affecting the purchase and/or use and/or resale of the Deliverables; and
 - c. Customer warrants that the sale and supply of the Deliverables to Customer's end customer and any resale by Customer to a third party will not contravene any sanctions or restrictions on trade, nor will Customer contravene terms of an equivalent nature agreed between Arrow and the Manufacturer.
- 10.4 Customer shall comply with Arrow's Business Code of Conduct, which can currently be accessed at <https://www.arrow.com/en/about-arrow/reporting-and-governance> (and as updated from time to time).
- 10.5 Customer shall comply with all further obligations imposed by the Manufacturer that apply as a condition to the supply of the Deliverables.
- 10.6 Customer undertakes not to offer the Deliverables for resale outside the United Kingdom or any other country notified Arrow to Customer at or before the time Customer's order is placed, or to sell the Deliverables to any person if Customer knows or has reason to believe that that person intends to resell the Deliverables in any such country.
- 10.7 Customer represents and warrants that Customer shall: (i) not attempt to obtain, receive, review, or otherwise use or have access to the source code of the software (or any part thereof) by reverse engineering, de-compilation, disassembly or other means; (ii) refrain from reverse engineering, copying, translating, bundling, or private labelling, the product, or granting any other third party the right to do so; (iii) refrain from modifying the products, or granting any other third party the right to do so; (iv) not engage, itself or through the assistance of any third party, directly or indirectly, in the research, development, manufacturing, marketing, distribution, sale, lease or licensing of any product which is or may constitute a derivative work of the software (and its codes); (v) not represent that it possesses any proprietary interest in the product (or any part hereof); (vi) not directly or indirectly, take any action to contest the Manufacturer's intellectual property rights or infringe them in any way; (vii) not remove, obscure, or alter any notice of copyright, trademark, or other proprietary right appearing in or on any item included with or in the product; (viii) not register, nor to have registered, any trademarks, trade names or symbols of the Manufacturer (or which are similar to the Manufacturer trademarks); (ix) not register any domain name using any of the Manufacturer's trademarks; (x) not remove the software embedded in the hardware delivered as part of the product; and (xi) unless specifically otherwise authorised in writing by Arrow, it shall not use the name, trademarks, trade-names, and logos of the Manufacturer in any manner whatsoever.
- 10.8 Customer shall indemnify Arrow (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 paragraph 10.

11. Confidentiality

- 11.1 It is understood and agreed that these Conditions and any Contract are confidential, and no news release, advertisement or public announcement, or

denial or confirmation of the same, concerning any part of the subject matter of these Conditions and any Contract will be made by either Party without the prior written consent of the other party in each instance.

- 11.2 The Parties acknowledge that during the term hereof, each Party may receive or become aware of confidential, secret or proprietary information pertaining to the other Party and its operations (including without limitation information with respect to bidding, pricing, suppliers and customers, or lists thereof, know-how, research, development and manufacturing, internal operations, inventory control, data processing, technical data and other procedures or systems) and that disclosure of such information would materially and adversely affect the affected Party. Each Party agrees to maintain such confidentiality and secrecy and not to disclose any such proprietary information which is so marked or designated as confidential or could reasonably be deemed to be so by reason of the disclosure or information itself to any person, firm or other entity or to utilise the same in any manner or form, except and to the extent that (i) disclosure is required by law, regulation or court order, or enters into the public domain through no fault of the Party obligated to maintain such confidentiality or (ii) it may be expressly required by the terms of these Conditions or a Contract. Notwithstanding anything to the contrary, Arrow shall have the right to share such information with Manufacturers to the extent necessary to perform under these Conditions and a Contract. The confidential provisions set forth herein will survive any termination of these Conditions or any Contract for a period of three (3) years.
- 11.3 The Parties explicitly agree that the Price shall be absolutely confidential and shall not be shared with any third party for any reason. In addition, neither Party shall without the prior written consent of the other disclose or use any trade secrets or other instruments of a confidential nature of the other except as set out herein and properly required for performance of the Contract or as required by law.

12. Termination

- 12.1 Without limiting its other rights or remedies, Arrow, without cost, penalty or liability to Arrow, may terminate a Contract:
- a. by giving the Customer one month's written notice; or
 - b. immediately if Customer is in breach or in default of any of the Conditions or a Contract; or
 - c. immediately if the Customer or Customer's end customer has applied for or declared insolvency or bankruptcy.
- 12.2 Without limiting its other rights or remedies, Arrow shall have the right to suspend the sale and supply of Deliverables if Customer is in breach or in default of any of the Conditions or a Contract.
- 12.3 Save as provided for elsewhere in these Conditions, no Contract may be cancelled unless agreed by Arrow in writing and upon payment by the Customer to Arrow sufficient to indemnify Arrow for all losses and liabilities resulting from the Customer's cancellation of a Contract.

13. Click Through and E-Signatures valid

Customer agrees that by clicking its acceptance of these Conditions through any electronic portal or by making an electronic signature that this shall be sufficient to provide assent to these Conditions and shall be as valid as a traditional handwritten signature and, by doing so, Customer assents to the Conditions herein. Customer also assents to the fact that these Conditions shall apply to any Contract. Customer waives any right or claim it may have to assert invalidity of a click-through process or electronic/portal signatures. Customer warrants and covenants to Arrow that persons clicking the acceptance of these Conditions and/or executing electronic or portal signatures have the authority to do so for Customer and have the authority to bind. Nothing herein should be deemed to imply that handwritten or holographic signatures are invalid.

14. Governing law and jurisdiction

- 14.1 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 internal laws of England and Wales. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded.
- 14.2 Any dispute or claim arising out of or in connection with these Conditions or a Contract shall be resolved exclusively in the courts of England. No other court shall have subject matter jurisdiction and the Parties irrevocably submit to the jurisdiction of said court and covenant not to file suit anywhere else or challenge the subject matter or personal jurisdiction in said court.

15. General

- 15.1 Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under a Contract and may not subcontract or delegate in any manner any or all of its obligations under a Contract to any third party.
- 15.2 Arrow reserve the right to sub-contract or assign any part of any work or supply of any Deliverables or any other rights of obligations arising under these Conditions or a Contract, including its right to be paid the Price, the Contract or any other receivable or security.
- 15.3 Each right or remedy of Arrow under a Contract is without prejudice to any other right or remedy of Arrow whether under the Contract or otherwise.
- 15.4 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, said Conditions and Contract 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 shall continue in full force and effect. In such circumstance, such voided provision shall be deemed automatically adjusted to the minimum extent necessary to conform to applicable requirements of validity, legality and enforceability and, as so adjusted, be deemed a provision of these Conditions and a Contract as if it were originally included herein.

- 15.5 Failure or delay by Arrow in enforcing or partially enforcing any provision of these Conditions or any Contract will not be construed as a waiver of any of Arrow's rights under these Conditions or any Contract.
- 15.6 Any waiver by Arrow 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.
- 15.7 Except as stated herein, the Contracts (Rights of Third Parties) Act 1999 shall not apply to these Conditions or any Contract. The Parties to a Contract do not intend that any these Conditions or any Contract will be enforceable by third parties and/or any person that is not a party to it.
- 15.8 At reasonable and agreed times and upon reasonable prior notice, Arrow and/or its designees/agents may audit Customer's business records as they pertain to the purchase of Deliverables, these Conditions or Contract. Customer shall make Premises available to Arrow and/or its designees/agents to the extent necessary for Arrow to exercise its rights under these Conditions and Contract and to grant Arrow and/or its designees/agents licence to enter and inspect Premises.