

1. DEFINITIONS

- 1.1 "Charges" means the charges payable by You for the supply of the Services in accordance with clause 6.
- 1.2 "Contract" means the contract between Us and You for the supply of the Services in accordance with these terms and conditions.
- 1.3 "Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 1.4 "Order" means Your order for the Services as set out in your purchase order, as accepted by Us in accordance with clause 2.2.
- 1.5 "Services" means the services to be provided by Us to You as set out in the Order in accordance with these terms and conditions.
- 1.6 "Specification" means the description or specification of the Services as set out in the Order.
- 1.7 "Us", "We", ScanSource or "Company" means ScanSource Europe SPRL or any subsidiary or associated company and "Our" shall be construed accordingly.
- 1.8 "You" means the ScanSource customer identified in an Order to whom ScanSource may agree to supply the Services in accordance with these terms and conditions and "Your" shall be construed accordingly.

2. ORDER ACCEPTANCE

- 2.1 The Order constitutes an offer by You to purchase Services in accordance with these terms and conditions.
- 2.2 The Order shall only be deemed to be accepted when We issue a written acceptance of the Order at which point and on which date the Contract shall come into existence ("Commencement Date").
- 2.3 Any samples, drawings, descriptive matter or advertising issued by Us, and any descriptions or illustrations contained in Our catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the services described in them. They shall not form part of the Contract or have any contractual force.
- 2.4 These terms and conditions apply to the Contract to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. INDEPENDENT CONTRACTOR

The relationship between You and Us is that of an independent contractor ("Independent Contractor"). Neither party is the agent of the other, and neither party has any authority to make any obligation expressly or impliedly in the name of the other party, without that party's prior written consent for express purposes connected with the performance of this Contract.

4. SUPPLY OF SERVICES

- 4.1 We shall supply the Services to You in accordance with the Specification in all material respects.
- 4.2 We shall use reasonable endeavours to meet any performance dates specified in the Order but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 4.3 We shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and We shall notify You of any such changes in any such event.

- 4.4 We shall supply the Services using reasonable care and skill.

5. YOUR OBLIGATIONS

- 5.1 You shall:-
 - 5.1.1 ensure that the terms of the Order are complete and accurate;
 - 5.1.2 inform Us regarding all existing conditions and limitations for providing the Services, including without limitation regarding the existing infrastructure and environment in which the Services shall be provided;
 - 5.1.3 co-operate with Us in all matters relating to the Services;
 - 5.1.4 provide Us, our employees, agents, consultants and subcontractors, with access to Your premises, office accommodation and other facilities as we shall reasonably require;
 - 5.1.5 provide Us with such information and materials as We may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
 - 5.1.6 prepare Your premises for the supply of Services; obtain and maintain all necessary licenses, permissions and consents which may be required before the date on which the Services are to start; and
 - 5.1.7 keep and maintain all Our materials, equipment, documents and other property ("Company Materials") at Your premises in safe custody at Your own risk, maintain the Company Materials in good condition until returned to Us, and not dispose of or use the Company Materials other than in accordance with Our written instructions or authorisation.
 - 5.2 If Our performance of any of Our obligations under the Contract is prevented or delayed by any act or omission by You or failure by You to perform any relevant obligation ("Customer Default"):
 - 5.2.1 We shall, without limiting Our other rights or remedies, have the right to suspend performance of the Services until You remedy the Customer Default, and to rely on the Customer Default to relieve Us from the performance of any of Our obligations to the extent the Customer Default prevents or delays the performance of any of Our obligations;
 - 5.2.2 We shall not be liable for any costs or losses sustained or incurred by You arising directly or indirectly from Our failure or delay to perform any of Our obligations as set out in this clause 5.2; and
 - 5.2.3 You shall reimburse Us on written demand for any costs or losses sustained or incurred by Us arising directly or indirectly from the Customer Default.
 - 5.3 Unless otherwise agreed in writing, any request by You for cancellation or rescheduling of the provision of the Services shall be subject to acceptance at our consent, our reasonable administration charges, and our then current cancellation policy. You hereby agree to indemnify Us against all losses, costs (including the cost of labour and overheads incurred), damages, charges and expenses arising out of the Order and its cancellation or rescheduling.
- 6. CHARGES**
- 6.1 The Charges for the Services shall be as set out in the Order.
 - 6.2 Where specialist cabling is required (microphone, camera, extended AV cables), these items will be charged separately and, unless expressly agreed otherwise, are not included in the Order.
 - 6.3 For any additional services mandated by You, Our then current hourly rates apply.
 - 6.4 We shall be entitled to charge You for any expenses reasonably incurred by Us in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses.
- 7. PAYMENT TERMS**
- 7.1 Invoices will be raised and dated by Us upon completion of the respective parts or milestones of the Services. Unless otherwise specifically requested and agreed, invoices will be payable by You

thirty (30) calendar days from the date of invoice by bank transfer to Our account specified in the invoice. Unless otherwise agreed, the currency of payment is Euro. For the avoidance of doubt, We reserve the right to reject any credit card or cheque payments.

- 7.2 If You do not pay Us in full by the due date You must pay Us interest at the rate of eight per cent (8%) above the base rate at the time of the Bank of England, calculated (on a daily basis) from the due date until payment is made in full both before and after any judgment (unless the court orders otherwise). We reserve the right to charge an administration fee of € 50 for providing a reminder in the event of any overdue amounts
- 7.3 You must notify Us in writing within seven (7) calendar days of the date of our invoice of any errors (for example incorrect fees) in that invoice. If You do not, You will be deemed to have accepted the accuracy of that invoice.
- 7.4 If You have a credit account with Us, We may withdraw it or reduce the credit limit or bring forward the due date for payment without notice.
- 7.5 All payments to be made by You will be made in full without any set-off, restriction or condition and without any deduction for or on account of any counterclaim.

8. CONFIDENTIALITY

- 8.1 Each party undertakes that it shall not, at any time during the Contract, and for a period of twelve months after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 8.2.
- 8.2 Each party may disclose the other party's confidential information:-
- 8.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 8; and
- 8.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 8.2.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by Us.
- 9.2 You acknowledge that, in respect of any third party Intellectual Property Rights, Your use of any such Intellectual Property Rights is conditional on Us obtaining a written licence from the relevant licensor on such terms as will entitle Us to license such rights to You.
- 9.3 All Company Materials belong exclusively to Us.

10. TERMINATION

- 10.1 Without limiting Our other rights or remedies, We may terminate the Contract by giving You [twenty (20) days'] written notice.
- 10.2 Without limiting Our other rights or remedies, We may terminate the Contract with immediate effect by giving written notice to You if:
- 10.2.1 You commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 14 days of You being notified in writing to do so;
- 10.2.2 You take any step or action in connection with Your entering administration, provisional liquidation or any composition or arrangement with Your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of Your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in

connection with any analogous procedure in the relevant jurisdiction;

- 10.2.3 You suspend, or threaten to suspend, or cease or threaten to cease to carry on all or a substantial part of Your business;
- 10.2.4 Your financial position deteriorates to such an extent that in Our reasonable opinion, Your capability to adequately fulfil Your obligations under the Contract has been placed in jeopardy; or
- 10.2.5 You fail to pay any amount due under the Contract on the due date for payment and remain in default not less than 30 days after being notified to make such payment.

11. CONSEQUENCES OF TERMINATION

- 11.1 On termination of the Contract for any reason:-
- 11.1.1 You shall immediately pay all outstanding invoices and interest (if applicable) and, in respect of Services provided but for which no invoice has been issued, We shall issue an invoice to You, which shall be paid immediately upon receipt;
- 11.1.2 You shall return all of the Company Materials.
- 11.1.3 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- 11.1.4 clauses which expressly or by implication survive termination shall continue in full force and effect.

12. INDEMNITIES AND LIMITS OF LIABILITY

- 12.1 We do not exclude liability (if any) to You:
- 12.1.1 for personal injury or death resulting from the Company's negligence;
- 12.1.2 for any matter which it would be illegal for the Company to exclude (or to attempt to exclude) its liability; or
- 12.1.3 for fraud.
- 12.2 Subject to clause 12.1, We shall not be liable to You, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise arising under in connection with the Contract for :
- 12.2.1 loss of profits;
- 12.2.2 loss of sales or business;
- 12.2.3 loss of agreements or contracts;
- 12.2.4 loss of anticipated savings;
- 12.2.5 loss of use or corruption of software, data or information;
- 12.2.6 loss or damage to goodwill; and
- 12.2.7 any indirect or consequential loss.
- 12.3 Our total liability to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to the total Charges paid under the relevant Order.
- 12.4 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 12.5 You agree to fully indemnify, keep indemnified and hold Us and our employees harmless from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct , indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which We or our employees incur or suffer as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance by You or your authorised representative. You also agree to fully indemnify Us against all liabilities, costs, losses and damages whatsoever suffered or incurred by Us and arising out of claims by third parties in respect of or in connection with any acts or defaults by You, your employees, or representatives.
- 12.6 This clause 12 shall survive termination of the Contract.

13. CONTRACT

- 13.1 The headings in these terms are for ease of reference only and shall not affect their interpretation or construction.
- 13.2 No forbearance, delay, or indulgence by either party in enforcing its respective rights shall prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or any later breach.
- 13.3 You agree not to assign any of Your contractual rights without our prior written consent.
- 13.4 If any of these terms are unenforceable as drafted it will not affect the enforceability of any other of these terms and if it would be enforceable if amended, it will be treated as so amended.
- 13.5 Neither party shall be liable to the other for any delay in failure to perform its obligations hereunder (other than a payment of money) where such delay or failure results from force majeure including any act of God, fire, explosion, accident, shortage, industrial dispute, military or government restriction, or any cause beyond its reasonable control.
- 13.6 Any document or notice by either party which is to be served under these terms may be served by leaving it at or by delivering it to (by first class post or by fax) the other's registered office or principal place of business. In the case of post the document or notice will be deemed to have been given two working days after the date of posting. All such notices must be signed.
- 13.7 No variation of the Contract shall be effective unless it is in writing and signed by the parties.
- 13.8 This Agreement shall be construed in accordance with English Law.
- 13.9 Dispute Resolution:
(a) Where at the date of this Agreement You are domiciled in a state that is not within the European Economic Area, all disputes arising out of or in connection with the present Agreement, including any question regarding the validity, existence or termination of this Agreement and/or this arbitration clause, shall be referred to and finally resolved by arbitration in London conducted in the English language by a sole arbitrator pursuant to the LCIA Arbitration Rules which are deemed to be incorporated by reference into this clause.
(b) Where at the date of this Agreement You are domiciled in a state within the European Economic Area, all disputes arising out of or in connection with the present Agreement are subject to the non-exclusive jurisdiction of the courts of England & Wales, and the arbitration clause in clause (a) above does not apply.
- 13.10 You agree that the above provisions are fair and reasonable and that these terms constitute the entire agreement relating to the Services between You and Us.
- 13.11 You acknowledge that You have not relied on any statement, promise or representation made or given by or on behalf of Us which is not set out in these terms. Nothing in this clause 13.11 will exclude our liability in respect of any statements made fraudulently.
- 13.12 Nothing in this Contract confers any rights on any person under the Contracts (Rights of Third Parties) Act 1999, or any similar statute or regulation.

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