TERMS AND CONDITIONS – SALE OF PRODUCTS

1 Definitions

Built-To-Order means any Product(s) which are made according to a specific requirement as requested by the Customer.

CNNECT means CNNECT Group Limited.

Contract means the contract for the supply of Products formed by the Customer's acceptance of the Quote which shall be subject to these Terms and Conditions.

Customer means the person, firm or company placing an order with CNNECT.

Customer Representatives means employees or representatives of the Customer who liaises with CNNECT on behalf of the Customer when requesting quotes and placing orders.

Customised refers to Products which are manufactured, configured, or assembled specifically in response to a confirmed Customer order and delivered according to that Customer's specifications, and which would not otherwise have been produced as part of general stock or inventory.

Data Controller as defined in the Data Protection Laws.

Data Processing Agreement means the document that CNNECT will provide to the Customer pursuant to Article 28(3) of the UK GDPR.

Data Processor as defined in the Data Protection Laws.

Data Protection Laws means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation, the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder); and all other legislation and regulatory requirements in force from time to time.

Invoice means the document sent by CNNECT to the Customer detailing all applicable fees associated with the ordering and delivery of the Products.

Manufacturer means the manufacturer, developer or licensor of the relevant Products.

Personal Data means the "personal data" (as defined in the Data Protection Laws) over which the Customer is the Data Controller.

Products means all hardware and software as detailed in the Quote.

Quote means the document issued by CNNECT to the Customer upon the Customer's request, containing the specifics of any Products that the Customer has enquired about purchasing from CNNECT, which shall include but not be limited to details regarding the quantity, specification, price and usage of such Products.

Terms means these Terms and Conditions.

2 Formation of Contract

2.1 All Products sold by CNNECT are sold subject to these Terms and these Terms shall be the sole terms and conditions of any sale for Products by CNNECT to the Customer, unless there are specific terms and conditions on the Customer's Quote which shall take priority over these Terms. In the absence of terms on the Quote, the placing of an order for or the acceptance of the Products by the Customer shall indicate unqualified acceptance of these Terms.

2.2 No representative, agent or salesperson has the Customer's authority to vary, amend or waive any of these Terms on behalf of CNNECT and no amendment or addition to any of these Terms shall be deemed to have been accepted unless accepted in writing by CNNECT.

3 Quotations

3.1 It is acknowledged by the parties that CNNECT does not manufacture the Products and is only a reseller of the Products.

3.2 CNNECT shall issue Quotes to the Customer upon the Customer's request. Such Quotes shall be valid for the validity period stipulated in the Quote.

3.3 The prices, quantities and delivery times stated in any Quote shall not be binding on CNNECT. They are commercial estimates only which CNNECT will make reasonable efforts to achieve.

3.4 The Customer accepts that from time to time, details, descriptions or pricing provided in the Quote may be subject to clerical or other types of omissions or errors and CNNECT may correct such information without liability.

4 Products and Specifications

4.1 Where applicable and specified by the Customer and as agreed by CNNECT at the time of issuing the Quote, the Products will be configured by CNNECT in accordance with the specification (the "Configuration Specification").

4.2 The Products supplied are as described by the Manufacturer unless at the time of issuance of the Quote (as applicable), configuration of the Products has been specified in accordance with clause 4.1, in which case the Products will be as described by the Manufacturer and as modified in accordance with the Configuration Specification.

4.3 All photographs, dimensions, weights and other technical information and particulars of the Products and any sample books or supporting documentation for such Products are given by CNNECT in the belief that they are as accurate as

reasonably possible but are not to be treated as binding or as forming part of the Contract.

4.4 CNNECT reserves the right to amend any specification of the Products if required by any applicable statutory or regulatory requirements.

4.5 To the extent that the Products are to be configured in accordance with a Configuration Specification, the Customer shall indemnify CNNECT against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by CNNECT in connection with any claim made against CNNECT for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with CNNECT'S use of the Configuration Specification. This clause 4.5 shall survive termination of these Terms or any Contract.

4.6 The Customer acknowledges and accepts that changes to the Products made in accordance with the Configuration Specification may cause warranties relating to the Products to become void. The Customer shall hold CNNECT harmless in respect of any such invalidation or losses flowing from it.

4.7 The Customer accepts that pursuant to clause 4.1 where Products are Built-To-Order or Customised for the Customer, they shall be non-cancellable and non-refundable ("NCNR").

4.8 By proceeding to order Products which are Built-To-Order or Customised and thereby subject to clause 4.7, the Customer agrees to waive their right to a return or refund of the relevant Products, unless expressly agreed otherwise in writing by CNNECT.

4.9 Where the Customer is purchasing a Microsoft Cloud Solution Provider product the Customer hereby acknowledges that such purchase shall be governed by these Terms and the Microsoft CSP terms available on CNNECT'S website. In the event of any conflict or inconsistency between these Terms and the Microsoft CSP terms, the Microsoft CSP terms shall prevail.

4.10 The Customer acknowledges that by accepting the Quote for the relevant software, they shall comply with all obligations stipulated in (where applicable), the Microsoft CSP terms, the EULA and/or any other terms relating to the Products as made available by the Manufacturer.

5 Delivery

5.1 Unless otherwise agreed, delivery of the Products shall be to a UK shipping address and will be made at the cost of the Customer to the address specified on the Customer's order by any method of transportation regarded as suitable by CNNECT at its discretion.

5.2 Although CNNECT will use reasonable endeavours to meet delivery dates, it shall not be liable to the Customer for any loss or damage, whether direct, indirect or consequential if it is delayed or prevented, in whole or in part, from delivering the Products.

5.3 If the Customer refuses or fails to take delivery of the Products on the date of delivery, CNNECT may, at its discretion, store the Products at the risk of the Customer and the Customer shall in addition to the price payable under clause 7 (Price), pay all costs and expenses of such storage and any additional costs of carriage incurred for the re-delivery.

5.4 CNNECT reserves the right to deliver in instalments at its discretion.

5.5 All Products must be inspected by the Customer immediately on delivery. If any Products are damaged or lost or if there has been a short delivery, the Customer must endorse the consignment note accordingly and notify CNNECT immediately. The Customer's signature on the consignment note without any such endorsement shall release CNNECT from any liability in respect of damage or loss in transit or short delivery.

6 Risk and Title

6.1 Title to and ownership of the Products shall only pass to the Customer once CNNECT has received cleared payment in full of all sums due in respect of the Products ordered, as stipulated on the Quote. If payments received from the Customer are not stated to refer to a particular Invoice, then CNNECT may appropriate such payments to any outstanding Invoice.

6.2 Until such time as title in the Products pass to the Customer, the Customer shall keep the Products separate from other goods and property stored, protected, insured and identified as CNNECT'S property and after the due date, CNNECT shall be entitled to require the Customer to deliver up the Products to CNNECT and if the Customer fails to do so immediately, the Customer shall allow (or procure permission for) CNNECT or its agents or representatives to enter upon the Customer's premises (or any other premises where the Products are stored) and repossess the Products.

6.3 Except as otherwise provided in these Terms, the risk of loss or damage to the Products shall pass to the Customer upon delivery of the Products to the shipping address in accordance with clause 5.1 or when the Products were made available for delivery in accordance with clause 5.3 but CNNECT was unable to complete the delivery due to the actions or omissions of the Customer.

7 Price

7.1 The price payable for the Products (the "Product Prices") shall be as stated in CNNECT'S Quote. Subject to clause 3.2, CNNECT reserves the right to alter the Product Prices contained in the Quotes, without prior notice to the Customer.

7.2 The Product Prices are exclusive of the cost of delivery in accordance with clauses 5.1 and 5.3 and exclusive of Value Added Tax, customs duties and all other taxes, duties and expenses in respect of the Products (the "Charges") all of which shall be added to the Quote unless otherwise stipulated in writing by CNNECT.

8 Orders and Payment

8.1 Orders are accepted by CNNECT subject to (i) the Products being available for delivery; and (ii) a purchase order being received from the Customer for the total value of the Quote which shall include the Product Prices and all Charges (the "Order").

8.2 The Order shall be subject to these Terms and shall not be amendable after it has been placed, without the written consent of CNNECT.

8.3 The Customer shall ensure all Invoices issued by CNNECT, for the Products are paid in full, without deduction, withholding or set-off within 30 days from the date of the Invoice unless otherwise stated (the "Due Date").

8.4 Where Invoices remain unpaid beyond the Due Date, CNNECT reserves the right to:

(a) place Customer accounts on hold;

(b) request payment upfront prior to accepting and dispatching future orders; and

(c) suspend the supply of further Products under these Terms

at any time without notice to the Customer.

8.5 For the avoidance of doubt, any acceptance or processing of any Order whilst a Customer has overdue Invoices shall not constitute a waiver of CNNECT'S rights under these Terms.

8.6 Subject to clause 8.3, CNNECT may charge interest on all undisputed Invoices in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and applicable regulations, at a rate of 2% per annum above the Bank of England base rate, calculated from the day after the due date until payment of the overdue Invoice is received in full. CNNECT also reserves the right to claim statutory compensation and reasonable recovery costs as permitted under the Late Payment of Commercial Debts (Interest) Act 1998.

9 Warranty

9.1 The Customer warrants that it has (and any of the Customer's Representatives have) authority to enter into a Contract and bind the Customer and that the Customer's Representatives who deal with CNNECT have the Customer's authority to do so and that, unless the Customer has specifically advised CNNECT in writing that any individual does not have such authority, the Customer will take responsibility for any employee, ex-employee or other person who holds themselves out to be the representative of the Customer.

9.2 CNNECT warrants that it has the full capacity and authority to enter into and perform each Contract.

9.3 All Products supplied by CNNECT will carry the benefit of the relevant Manufacturer's warranty from time to time (the "Manufacturer's Warranty"), subject to any relevant limitations and exclusions imposed by such Manufacturer. CNNECT will provide the Customer with details of such warranties upon request and will use reasonable efforts at the Customer's cost and expense to pass through the benefit of any warranties in relation to Products which are given by a Manufacturer in favour of CNNECT.

9.4 Pursuant to clause 4.6, the Customer should be aware that by altering the configuration of the Products, the Manufacturer's Warranty and the rights of the Customer thereunder may be affected.

9.5 Except as provided for or referenced in these Terms, there are no warranties, express or implied, of merchantability or of fitness for a particular purpose, or of any other kind except as to title. In particular, all conditions and warranties which would otherwise be implied by statute or under the common law are hereby excluded.

10 Liability

10.1 Nothing in these Terms or any Contract shall limit or exclude CNNECT'S liability for:

(a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

(b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by section 12 of the Sale of Products Act 1979 (title and quiet possession); or

(d) any other liability which cannot be limited or excluded by applicable law.

10.2 Subject to clause 10.1:

(a) CNNECT shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with any Contract for:

(i) any loss of profits, sale, business or revenue;

(ii) loss or corruption of data, information or software;

(iii) loss of business opportunity;

(iv) loss of anticipated savings; or

(v) any indirect or consequential loss.

10.3 CNNECT'S total liability to the Customer in respect of all losses arising under or in connection with each Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount paid or to be paid for the Products under that Contract.

10.4 Except as set out in these Terms or any Contract, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from each Contract.

10.5 The Parties agree that the limitations on liability in these Terms are reasonable, given the Parties' respective commercial positions and each Party's ability to purchase appropriate insurance in respect of arising risks.

10.6 This clause 10 shall survive termination of these Terms.

11 Data Protection

11.1 Each Party warrants that it shall comply with the Data Protection Laws when performing its respective obligations under the Contract.

11.2 Where the Customer intends to, or might, include Personal Data in its use of the Products purchased from CNNECT, it will inform CNNECT when it requests a Quote and, in any event, prior to a Contract being formed. Where so informed, CNNECT will identify whether CNNECT or a third party is the Data Processor for the purposes of the Processing and communicate that to the Customer at or prior to the point at which the Contract is formed.

11.3 Where CNNECT identifies that it is the Data Processor for the purposes of the Processing referred to in clause 11.2, the Parties will enter into a Data Processing Agreement where required by the Data Protection Laws.

11.4 Where CNNECT considers that it is the Data Controller, it will comply with all relevant requirements relating to a Data Controller under Data Protection Laws and the Parties will negotiate in good faith any data sharing agreement or protocol that the Parties deem necessary to put in place.

12 Termination

12.1 Should the Customer default in any payment or otherwise be in breach of its obligations to CNNECT under these Terms or under any Contract with CNNECT or commit any act of bankruptcy or being a company enter into voluntary or compulsory liquidation or suffer a receiver or administrative receiver or administrator to be appointed over all or any part of its assets or take or suffer any similar action in consequence of debt or become insolvent or should CNNECT have reasonable cause to believe that any of these events is likely to occur, CNNECT may, by notice in writing to the Customer, and without prejudice to any other rights, terminate these Terms and/or any Contract with immediate effect, or suspend or cancel any uncompleted part of the Contract or stop any Products in transit or require payment in advance or satisfactory security for further deliveries under the Contract.

12.2 On termination of these Terms or any Contract, the Customer shall immediately pay to CNNECT all of CNNECT'S outstanding unpaid Invoices and interest under these Terms or the particular Contract (as the case may be) and, in respect of any Products supplied but for which no Invoice has yet been submitted, CNNECT shall submit an Invoice, which shall be payable by the Customer immediately on receipt.

13 Force majeure

CNNECT shall not be liable to the Customer for any loss or damage caused to or suffered by the Customer as a direct or indirect result of the supply of the Products by CNNECT being prevented, restricted, hindered or delayed by reason of any circumstances outside the control of CNNECT including, without limitation, circumstances affecting the provision of all or any part of the Products by CNNECT'S usual source of supply or delivery or by the Customer's normal route or means of delivery.

14 Waiver

The failure of CNNECT to insist upon the strict performance of any of the terms and conditions of the Contract shall not be construed as a waiver of any such term or condition and shall in no way affect CNNECT'S right to enforce such provision later.

15 Severability

If any of the provisions of these Terms or the Contract (or part thereof) shall be found to be invalid, ineffective or unenforceable, the invalidity, ineffectiveness or unenforceability of such term or condition (or part thereof) shall not affect any other term or condition (or the other part of the term or condition of which such invalid, ineffective or unenforceable part forms part) and all terms and conditions (or parts thereof) not affected by such invalidity, ineffectiveness or unenforceability shall remain in full force and effect.

16 Governing law

The construction, validity and performance of the Contract shall be governed by English law and by entering into the Contract the parties submit to the jurisdiction of the English courts.