

These terms & conditions ("Conditions") govern the purchase of goods and services by Eurostar Global Electronics B.V., (registered in the Netherlands with KvK-nummer 74773488) ("Eurostar") from the organisation who sells such goods/services ("Supplier"). These Conditions and the Contract apply to the exclusion of any other terms that Supplier seeks to impose, or which are implied by trade, custom, practice or course of dealing.

**\*\*Note particularly clause 7 (Indemnity)\*\***

### 1 Interpretation

In these Conditions: (a) a reference to a statute or statutory provision is a reference to such provision as amended & includes any subordinate legislation; (b) any phrase introduced by the terms including/include (or similar) shall be illustrative & shall not limit the sense of the preceding words; (c) a reference to writing/written includes e-mails but not fax; & (d) the following definitions apply:

**"Applicable Law"**: the laws of England & Wales and any other mandatory laws/regulations/ regulatory policies/ guidelines/industry codes which apply to the manufacture/supply of the Goods or Services.

**"Business Day"**: Monday to Friday, excluding any public holidays in England & Wales.

**"Contract"**: each contract between Eurostar and Supplier for the supply of Goods and/or Services under these Conditions incorporating the Order and Special Conditions.

**"Delivery Date"**: the delivery date specified in the Order or in relation to Goods (if no date is specified) within 24 hours of the Order unless otherwise agreed with Eurostar provided that delivery shall not be more than 7 days of the date of the Order.

**"Delivery Location"**: the delivery location in the Order, or such other location as the parties may agree in writing.

**"Goods"**: the goods set out in the Order (or any part of them) including any repaired or replacement Goods.

**"Goods Specification"**: the specification for the Goods provided by the Supplier or set out (or referred to) in the applicable Order.

**"Insolvency Event"**: the Supplier (a) stops carrying on (or indicates that it will do so) a significant part of its business (b) is unable to pay its debts within section 123 of the Insolvency Act 1986 or Eurostar believes that is the case (c) becomes subject to a company voluntary arrangement under the Insolvency Act 1986 (d) has a receiver, manager, administrator or similar appointed over any part of its assets or undertaking (e) has a petition or resolution presented for its winding up (f) is declared bankrupt or (h) becomes subject to any analogous procedure or circumstance in any jurisdiction.

**"Intellectual Property Rights"**: copyright, patents, trademarks, service marks, trade names, design rights, domain names, rights in software and all similar rights of whatever nature whether registered or not and including all applications and extensions whether vested, contingent or future and wherever existing in the world.

**"Order"**: Eurostar's order for the supply of Goods and/or Services as set out in Eurostar's standard purchase order.

**"Serial Number"**: a unique identifier assigned to an item to allow it to be uniquely identified e.g. IMEI number, manufacturer device serial number

**"Services"**: the services (if any) to be supplied by Supplier as set out in the Order including any re-performed Services.

**"Services Specification"**: the specification for the Services agreed in writing by the parties or as set out (or referred to) in the Order.

**"Special Conditions"**: additional conditions (if any) stated on the Order.

**"T2 Status"**: goods with a community status meaning manufactured in the EU or already cleared in the EU and having fulfilled all tariff and non-tariff related demands.

### 2 Basis of Contract

**2.1** Eurostar may place an Order at any time. Each Order constitutes an offer by Eurostar to purchase Goods and/or Services from Supplier in accordance with these Conditions, the Order and any Special Conditions. The Order shall be deemed to be accepted on the earlier of: (a) Supplier issuing written acceptance or (b) any act by Supplier consistent with fulfilling the Order, at which point the Contract shall come into existence. Supplier shall notify Eurostar of their (the Supplier's) order number.

**2.2** Eurostar may at any time prior to despatch of Goods or commencement of the Services amend/ cancel an Order without liability by written notice to Supplier.

**2.3** Any forecasts provided to Supplier by Eurostar shall not form any legally binding obligations on Eurostar and Eurostar shall not be under any obligation to place Orders.

**2.4** If there is any inconsistency between these Conditions and the Order then the terms of the Order (including the Special Conditions) shall prevail.

### 3 Goods

**3.1** Supplier shall supply the Goods to Eurostar in accordance with the terms of the Contract and any reasonable instructions of Eurostar and shall ensure that the Goods: (a) correspond with their description and Goods Specification (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) & fit for any purpose held out by Supplier/made known to Supplier by Eurostar, expressly or by implication, (c) be free from defects in design, materials & workmanship & remain so for 24 months after delivery (unless a longer period is specified in the Order); & (d) comply with all Applicable Laws relating to the manufacture, labelling, packaging, storage, handling & delivery of the Goods.

**3.2** Supplier warrants that it has full, clear & unencumbered title to the Goods, & that at the Delivery Date, it will have full & unrestricted rights to sell & transfer all such items to Eurostar and that all Goods are free from any charges or claims by a third party.

**3.3** All Goods must be T2 Status and in free circulation unless otherwise agreed on the Order.

**3.4** All Goods must be boxed with all manufacturer's standard accessories with standard manufacturer's specification.

**3.5** Goods will only be accepted if agreed with Eurostar and, if relevant, graded in accordance with Eurostar's product grading system. Details of Eurostar's grading system is obtainable from Eurostar upon request.

**3.6** Supplier shall ensure that at all times it has & maintains all licences/permissions/ authorisations/consents & permits needed to carry out its obligations under the Contract including those required for export of the Goods and, upon request shall make those licences/ consents available to Eurostar.

**3.7** Supplier shall ensure: (a) the Goods are properly packed & secured; (b) each delivery contains a delivery note showing the Order number (c) deliveries will be made by a reputable carrier and (d) the Goods are delivered on Delivery Date

**3.8** Title in the Goods shall pass to Eurostar on the earlier of delivery or payment. Risk in the Goods shall pass to Eurostar on completion of delivery.

**3.9** Eurostar may test and inspect the Goods within ten (10) Business Days following delivery and reject any Goods which fail to meet the requirements of clause 3.

**3.10** The Supplier shall provide all information necessary to validate the Goods, including authenticity, and Eurostar may reject Goods at its sole discretion.

**3.11** Eurostar may at its sole discretion agree in writing with the Supplier to accept a shortfall in the number of Goods delivered against an Order and in such circumstances the parties will agree that the Order has been fulfilled and is completed.

**3.12** The Supplier warrants that (a) it shall comply with all requirements of data protection legislation including the Data Protection Act 2018 and (b) all Goods have had all personal information and user data, including photographs, text messages, contacts, passwords and personal files permanently and securely erased from both devices constituting the Goods and any removable memory storage such devices may contain.

**3.13** If the Goods are assigned Serial Numbers when they are manufactured then the Supplier shall record and provide upon request a list of such Serial Numbers relating to the Goods.

### 4 Services

**4.1** Where the Order specifies Services to be provided to Eurostar by the Supplier this Clause 4 shall apply

**4.2** Supplier shall provide the Services to Eurostar in accordance with the terms of the Contract and any reasonable instructions of Eurostar and shall: (a) meet the Delivery Date; (b) warrant that the Services conform with the Services Specification; (c) perform the Services with the best care, skill & diligence in accordance with best practice in Supplier's industry, profession or trade; (d) obtain & maintain all necessary licences & consents, & comply with Applicable Law; (e) ensure that it has sufficient, experienced and appropriately qualified personnel to perform the Services; and (f) if applicable comply with all site policies at the location at which the Services are being performed

**4.3** The Services shall be deemed to be completed at such time as Eurostar is satisfied that the Services have been performed by the Supplier

fully in accordance with the Contract.

#### 5 Eurostar's Remedies

5.1 If Supplier breaches clauses 3 or 4, then the Supplier shall co-operate and engage fully with Eurostar to agree resolution of the breach to Eurostar's satisfaction within 48 hours of notification by Eurostar. Eurostar may at its option: (a) require Supplier to take all necessary actions to minimise a delay; (b) terminate the Contract with immediate effect; (c) terminate any other contract with the Supplier (d) refuse to accept any further Goods or Services; (e) recover from Supplier any costs of obtaining substitute goods or services from a third party; (f) in respect of any advance payments for Goods or Services not yet provided, have the same refunded; (g) claim damages for any additional costs/ loss/expenses incurred by Eurostar which are in any way attributable to Supplier's breach.

5.2 If Eurostar considers that Supplier is in breach of (or may in the future breach) the Contract, Eurostar shall inform Supplier & Supplier shall immediately take necessary action to rectify the breach (or avoid future breach).

5.3 Eurostar's rights under the Contract are in addition to its rights & remedies implied by statute & common law.

#### 6 Charges and Payment

6.1 The price for the Goods and/or Services shall be as agreed on the Order. The price will be exclusive of any applicable value added tax ("VAT") or any relevant sales tax which will be additionally specified in the Order. Prices shall be inclusive of all costs. The Supplier shall comply with the requirements of the applicable VAT status as specified on the Order and has responsibility for ensuring that the Goods and/or Services qualify for such VAT status.

6.2 Unless otherwise agreed in writing by Eurostar, Supplier shall invoice Eurostar at any time after completion of delivery of the Goods or Services (and if delivered in instalments, completion of delivery of the final instalment or when the Order is deemed completed in accordance with clause 3.11). Each invoice shall include all supporting information required by Eurostar including the Order number.

6.3 Eurostar shall pay the invoiced amounts in the currency specified in the Order and within the timeframe stated in the Order following of receipt of a valid invoice. If Eurostar fails to pay any amount properly due & payable by it under the Contract, Supplier may charge interest on the overdue amount at the rate of 2% per annum above the base rate for the time being of the Bank of England accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

6.4 Eurostar may, without limiting its other rights or remedies, set off any amount owing to it by Supplier against any amount payable by Eurostar to Supplier.

6.5 Eurostar shall not be liable to the Supplier: (a) in respect of any liability under the Contract, in excess of the Order value; (b) in respect of any indirect, special or consequential losses; or (c) in respect of any loss of business, revenue or profits. However, nothing in these Conditions shall limit/exclude Eurostar's liability for: (a) death/personal injury caused by its negligence; (b) fraud/fraudulent misrepresentation; or (c) any other liability which cannot be excluded by Applicable Law.

#### 7 Indemnity

7.1 Supplier shall indemnify Eurostar & keep Eurostar (including its group companies) indemnified in full from & against any & all costs, expenses, damages & losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation & all interest, penalties & legal & other reasonable professional costs & expenses) suffered or incurred by Eurostar in connection with any claim made against Eurostar: (a) by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods or Services, to the extent that the defect in the Goods and/or Services is attributable to the acts/omissions of Supplier, its affiliates, employees, agents or subcontractors; (b) by a third party arising out of, or in connection with, the supply of the Goods and/or Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by Supplier, its affiliates, employees, agents or subcontractors; (c) for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the Goods and/or the provision of the Services; & (d) for breach of clause 3.12.

7.2 For the duration of the Contract & for a period of 12 months thereafter, Supplier shall maintain in force, with a reputable insurance company product liability insurance, public liability insurance and in relation to Services professional indemnity insurance to cover its liabilities under or in connection with the Contract & shall, on Eurostar's request, produce both the insurance certificate giving details of cover & the receipt for the current year's premium in respect of each insurance.

#### 8 Termination

8.1 Without limiting its other rights or remedies, Eurostar may terminate the Contract with immediate effect by giving written notice to Supplier if (a) Supplier commits a material or persistent breach of the Contract (b) if the Supplier commits a remedial breach & fails to remedy that breach within 7 days of receipt of notice in writing of the breach; (c) an Insolvency Event occurs.

8.2 The following clauses shall survive termination or expiry of the Contract: clauses 1, 2.4, 3.1, 3.8, 3.12, 4.2, 5.3 6.5, 7, 8.2, 9.

#### 9 General

9.1 Supplier shall keep in strict confidence the terms and conditions of each Order/Contract and any commercially sensitive information or information relating to the Eurostar business provided by Eurostar to the Supplier, its employees, agents or subcontractors.

9.2 Supplier must not make any announcement in relation to the Contract without the prior written consent of Eurostar.

9.3 Supplier shall not assign/transfer/charge/subcontract/deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of Eurostar. Eurostar may at any time assign/transfer/charge/ subcontract/deal in any other manner with all or any of its rights under the Contract.

9.4 Any notice required to be given shall be in writing, addressed to the Finance Director of Eurostar and the contact name/title detailed in the Order for the Supplier & shall be delivered by email with a copy posted. The notice shall be deemed delivered at 9.00am on the next Business Day, provided a valid delivery confirmation has been received. This clause 9.4 shall not apply to the service of any documents in any legal action.

9.5 Except as set out in these Conditions, any variation to the Contract shall only be binding when agreed in writing by a Director of Eurostar.

9.6 A waiver of any right is only effective if it is in writing & shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy.

9.7 If a court or any other competent authority finds that any provision (or part of a provision) of the Contract is invalid/illegal/unenforceable, that provision or part- provision shall, to the extent required, be deemed deleted, & the validity & enforceability of the other provisions of the Contract shall not be affected.

9.8 Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership/joint venture of any kind between any of the parties. No party shall have authority to act as agent for, or to bind, the other party in any way.

9.9 A person who is not a party to the Contract, except a group company of Eurostar, shall not have any rights under or in connection with it.

9.10 The Contract constitutes the whole agreement between the parties for the Goods and/or Services and supersedes any previous arrangement or understanding.

9.11 The Supplier shall comply with the Modern Slavery Act 2015 and the Bribery Act 2010.

9.12 This Contract, & any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, & construed in accordance with, English law & the parties irrevocably submit to the non-exclusive jurisdiction of the courts of England & Wales.