



Standard Purchasing Terms for Supply of Products and Services (UK)

You agree that the following terms and conditions together with the order form or statement of work (together the "Agreement") bind us both:

- Confidentiality:** We agree to protect each other's confidential information in accordance with the following NDA terms: <https://www.uk.cdw.com/tandcs/gbr/>
- Orders:** Your order incorporates this Agreement, is binding once we accept it and supersedes all other terms, including those on any purchase order. If you cancel or amend any non-cancellable order, you agree to pay our reasonable related costs.
- Delivery and acceptance:** Delivery times represent non-binding estimates. Time will not be of the essence. We will not be liable for delays outside of our reasonable control. Your deemed acceptance occurs five days after delivery unless you notify us in writing by the fifth day that you reject acceptance and provide a valid and detailed explanation of material deviation from this Agreement. Unless otherwise stated on the order form or expressly agreed in writing, we will deliver products F.C.A (Delivery Address) Incoterms 2020 to your agreed delivery address.
- Title and risk:** Title to products (not software) will transfer to you when we receive full payment for them in cleared funds, and risk will transfer on delivery in accordance with applicable Incoterms, meaning you will be responsible for any loss or damage after such time. Title to software shall at all times remain vested in us or the software owner as applicable.
- Product inspection and returns:** You must inspect products promptly upon delivery. You may not return software after downloading the licenses. We incorporate our full Returns & Storage Policy into this Agreement: <https://www.uk.cdw.com/tandcs/gbr/>
- Payment:** You must pay the fees in the currency set forth in the quotation, order form or statement of work within 30 days of the date of our invoice, subject to your right to raise any bona fide disputes to us promptly in writing. We may adjust the pricing and offerings up to the point of shipment due to market conditions, manufacturer or supplier price changes, errors in advertisements and product or services unavailability or discontinuation. We may suspend services if you do not pay on time and all past-due sums accrue interest at 4% above the Bank of England's base rate. You must pay all taxes except those assessed on our net income and you remain solely responsible for consequences for failure to do so. Credit we issue expires after two years and applies only to future purchases.
- Third-Party Software and Services:** Third-party end-user software licence agreements bind you directly and you retain no privity with us with respect to those agreements. If third parties provide services directly to you even though you order them from us, the third party holds sole responsibility for the services and remains solely responsible for any loss, claims or damages arising from or related to them.
- Product warranties:** We provide no warranties for any product and you rely exclusively upon the manufacturer's product warranties and specifications. You agree to indemnify us from loss of any kind, cost, damage or expense (including legal fees and expenses) arising from the use of the products in a high-risk environment, including aircraft or automobile safety devices, navigation, medical devices and weapons systems.
- Services warranty:** We will perform services with reasonable care and skill. Where we have not substantially complied with this warranty and you notify us in writing of this within five business days after our performance, as your sole and exclusive remedy and our sole and exclusive liability, we may choose to (a) use reasonable commercial efforts to reperform the non-compliant services or (b) refund amounts you paid related to the non-compliant portion of the services.
- Warranty disclaimer:** We make no other, and expressly disclaim, all representations, warranties, conditions and covenants, either express or implied, arising out of, or related to, the products and/or services. We do not warrant that managed, SaaS or cloud services will be timely, uninterrupted or error-free, or that the products and/or services will meet your requirements. This disclaimer does not affect the terms of any product and/or service provider's warranty. This disclaimer and exclusion apply even if the express warranty and limited remedy set forth herein fails in its essential purpose.
- IPR:** IPR means rights in (i) patents, unpatented inventions, designs and trademarks (whether registered or unregistered), copyright, database rights and know how, trade secrets, inventions, discoveries, utility models, goodwill in any trade or service name or get-up; (ii) all other intellectual property or proprietary rights and similar or equivalent rights anywhere in the world which currently exist or are recognised in the future; and (iii) applications, reversions, extensions and renewals in relation to any such rights. Each of us retains ownership in our pre-existing IPR. We own all IPR in our deliverables and, if you comply with this Agreement, we will grant you a non-transferable, non-exclusive, royalty-free licence to use that IPR for your internal business use only, limited by and subject to your compliance with the terms of any embedded third-party rights. If you provide any material to us containing IPR, you must obtain the licences and consents necessary for us to use them. We may develop for ourselves or for others materials competitive with our deliverables. We remain free to use our general knowledge, skills and experience within the scope of our business that we use in providing services.
- Data:** You remain solely responsible for: (1) daily back-up and other protection of your data and software against loss, damage or corruption; and (2) reconstructing data (including, but not limited to, data located on disk files and memories) and software that may be lost, damaged or corrupted during the performance of cloud services. You will restrict our access to any sensitive personal data unless otherwise agreed in an order or statement of work. If we process any personal data on your behalf as data processor, our Data Protection Addendum (DPA) <https://www.uk.cdw.com/tandcs/gbr/> governs your and our rights and obligations. If either you or we process personal data as controller, we both acknowledge that processing will be subject to the other's relevant privacy policy.
- Termination:** Either of us may terminate this Agreement immediately if the other fails to cure a material default within 10 days of a monetary default and within 30 days in all other cases of a written notice of termination specifying the material default. Provisions that by their nature should survive expiry or termination do so.
- Performance Interruptions:** We accept no liability for our obligations under this Agreement due to any event or circumstance which is beyond our reasonable control, commonly known as a *force majeure* event. We will not be liable for any consequence or liability arising from your failure to cooperate with us in all matters relating to this Agreement (including access we may require to any information, materials or systems, and all necessary consents or approvals we may require to access, use and modify data and third-party products in the provision of the services) and you must pay for costs we incur due to your failure.
- Liability:** Under no circumstances and notwithstanding the failure of essential purpose of any remedy set forth herein, will either you or we, or your or our affiliates, suppliers, subcontractors or agents be liable for: any loss of profits, loss of sales or turnover, loss or damage to reputation, business, revenues or savings, loss, damage or corruption of data or software, or any incidental, indirect, special, punitive or consequential damages or wasted expenditure, even if advised of the possibilities of those damages or if those damages are otherwise foreseeable, in each case, and whether a claim for any such liability is premised upon breach of contract, warranty, negligence, strict liability or any other theory of liability. Our entire liability for damages under this Agreement or from the product(s) or services due to any cause whatsoever will not exceed the amount you paid for the specific product(s) or services giving rise to the claim.
- Assignment and subcontracting:** We may assign or subcontract all or any portion of our rights or obligations under the Agreement (and we retain responsibility for their performance) and we may assign the right to receive payments to a third party, in either case without your consent.
- Transfer of Undertakings (Protection of Employment) Regulations (TUPE):** Neither of us expects TUPE to apply to this Agreement. We will notify each other promptly of unintended transferring employees and the outgoing employer may make an employment offer to those employee/s within 14 days of becoming aware of the transfer or purported transfer. If the offer is not made or accepted within that timeframe, the incoming employer may terminate any transferring employee's employment contract at any time within 90 days of the transfer or purported transfer. Provided termination has taken place within 90 days, the outgoing employer will indemnify the incoming employer against reasonable liabilities arising from (a) the termination (or purported termination) of employment; (b) failure under TUPE to inform and consult with such employees; (c) employment of unintended transferring employees up to the date of termination; and (d) any liabilities transferring to the incoming employer which arose before the date of transfer.
- Compliance with laws:** You will comply with and will not knowingly do anything that would cause us to violate applicable laws and regulations in the performance of this Agreement. Doing so would constitute an irremediable material breach for which you would remain responsible for all of our liability and losses. You agree and warrant that neither you nor any third party receiving items purchased under this Agreement will export, re-export or otherwise transfer or use the goods, technology or services purchased under this Agreement in any geography subject to comprehensive economic or trade sanctions. We retain the right to refrain from engaging in any activity with a direct or indirect connection to Belarus, Burma, China, Cuba, Iran, Myanmar, North Korea, Russia, Syria, Venezuela and non-government-controlled regions in Ukraine as we determine in our sole discretion.
- Non-solicitation:** During the term of this Agreement and for a period of six months from its termination or expiry, you agree not to employ directly or indirectly, induce, entice or solicit for employment any member of our personnel.
- Governing law and jurisdiction:** Exclusively England and Wales.
- Entire Agreement:** This Agreement, along with relevant documents referred to herein, contains all the information regarding the subject matter of this Agreement and replaces all contemporaneous agreements and understandings, whether oral, or written between us. We both acknowledge that we have not relied on any third-party statements, warranties or representations relating to this Agreement and agree we can only enforce our rights and remedies under this Agreement. Any amendment or modification to this Agreement must be in writing signed by both of us. Delay or failure to exercise any right or remedy does not constitute a waiver of them. We deem a term or condition of this Agreement adjudged invalid, illegal or otherwise unenforceable severed without affecting the remaining terms and conditions.