Millbeck Communications Limited

Hardware Conditions of Sale

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Millbeck.

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1. Introduction and Scope

1.1 These Hardware Conditions of Sale (the "Conditions") govern the sale and, where applicable, the rental of Hardware by Millbeck Communications Limited (company number 04501248), including when trading as The Router Store ("MCL"), to the Customer, together with any related services provided by MCL.

1.2 These Conditions are structured so that they apply to two types of Customer:

(a) Customers who have entered into a signed Master Services Agreement with MCL ("MSA Customers"), for whom these Conditions form a Product Schedule sitting beneath the MSA; and

(b) Customers who have not entered into an MSA ("Standalone Customers"), for whom these Conditions apply as a standalone contract for the supply of Hardware.

1.3 **Order of precedence.** Where a signed MSA is in place between MCL and the Customer, these Conditions form part of that MSA and, in the event of conflict, the following order of precedence applies: (a) any bespoke terms expressly agreed in writing and signed by both parties (including any special conditions recorded on a Business Account Application or Master Agreement Form); (b) the MSA General Terms; (c) these Conditions; (d) any Order Form or Purchase Order (save that no terms on any Purchase Order shall amend these Conditions unless expressly accepted in writing by MCL). Where no MSA is in place, these Conditions apply in full and constitute, together with any Business Account Application signed by the Customer and the relevant Order, the entire agreement between the parties.

1.4 **MSA-only clauses.** Certain provisions of these Conditions apply only to MSA Customers and are clearly marked as such, including Section 9 (Router-as-a-Service) and any provisions expressly conditional on a signed MSA.

1.5 By placing an Order with MCL, the Customer confirms acceptance of these Conditions in the version current at the date of the Order.

1.6 **Changes to these Conditions.** MCL may change these Conditions from time to time by publishing a revised version at https://www.millbeck.co.uk/hardware-terms/ and on the Online Store (or any replacement web page notified to the Customer). The Customer does not need to sign a revised version for it to apply. Each Order is governed by the version in force on the date the Order is placed, so a revised version applies to every Order placed on or after its effective date and does not affect Orders placed before that date. Where a change is materially adverse to Customers who hold a credit account with MCL, MCL will notify those Customers by email at least 30 days before the change takes effect, unless a shorter period is needed to comply with law or regulation. Special conditions agreed in writing and signed by both parties are not affected by a revised version unless the Customer agrees. For MSA Customers, changes to these Conditions are made in accordance with the change provisions of the MSA General Terms.

1.7 **Business customers only.** MCL supplies Hardware only to customers acting for purposes relating to their trade, business or profession, and does not sell to consumers. By placing an Order, the Customer confirms that it is acting in the course of its business.

2. Definitions and Interpretation

2.1 In these Conditions, unless the context otherwise requires, the following definitions apply:

"Acceptance" means acceptance of the Hardware by the Customer in accordance with Clause 7.

"Business Account Application" means MCL's business account application form, signed by or on behalf of the Customer, including any credit terms and special conditions recorded on it.

"Business Day" means a day other than a Saturday, Sunday or public holiday in England.

"Charges" means the charges payable by the Customer for the Hardware and any related services, as set out in the Order or applicable Price List.

"Customer" means the person or entity purchasing or renting Hardware from MCL under these Conditions.

"Delivery Address" means the address specified in the Order for delivery of the Hardware.

"Hardware" means the cellular routers, modules, gateways, antennas, accessories and related equipment supplied by MCL under an Order, including any Software embedded in or supplied with such equipment.

"Hardware Warranty" means the warranty set out in Clause 8.

"Master Services Agreement" or "MSA" means the master services agreement in place between MCL and an MSA Customer, together with its associated General Terms and any other Product Schedules.

"MSA Customer" means a Customer who has entered into a signed MSA with MCL.

"Online Order" means an Order placed through the Online Store.

"Online Store" means the website at https://routerstore.com operated by MCL trading as The Router Store.

"Order" means an order placed by the Customer for Hardware, accepted by MCL in accordance with Clause 3.

"Purchase Order" or "PO" means a written purchase order issued by the Customer referencing an MCL quote.

"RaaS" or "Router-as-a-Service" means the service described in Section 9, under which MCL rents Hardware to an MSA Customer.

"RaaS Equipment" means Hardware provided by MCL under a RaaS arrangement.

"RMA" means a Return Material Authorisation issued by MCL under Section 10.

"Software" means any software embedded in or supplied with the Hardware.

"Specification" means the technical specification for the Hardware as set out in the manufacturer's documentation or as agreed in writing by MCL.

"Standalone Customer" means a Customer who has not entered into an MSA with MCL.

"VAT" means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax.

2.2 In these Conditions: (a) a reference to a clause is a reference to a clause of these Conditions; (b) headings are for convenience only and do not affect interpretation; (c) the singular includes the plural and vice versa; (d) "including" and "in particular" do not limit what precedes them.

3. Orders and Contract Formation

3.1 **Quotes.** Any quote issued by MCL is valid for 30 days from the date of issue unless stated otherwise, and does not constitute a binding offer. MCL reserves the right to withdraw or amend a quote at any time before an Order is accepted.

3.2 **Placing an Order.** An Order must be accompanied by a Purchase Order or, where the Customer cannot raise a PO, a written acceptance of MCL's quote, except an Online Order, which is placed by completing the checkout on the Online Store. The issue of a PO, written acceptance or completed Online Store checkout constitutes an offer by the Customer to purchase Hardware on these Conditions.

3.3 **Acceptance of Orders.** No Order is binding on MCL until it is expressly accepted in writing by MCL. An automated acknowledgement of receipt is not acceptance. MCL is under no obligation to accept any Order and may decline an Order for any reason, including failure of credit checks.

3.4 **Purchase Order commitment.** Once an Order is accepted, the Hardware set out in the PO constitutes a binding commitment regardless of whether delivery is requested in a single instalment or phased over time. Without limitation, an Order specifying a fixed quantity constitutes a binding commitment for that quantity.

3.5 **Customer terms excluded.** No terms included on or referenced by the Customer's PO or any other Customer documentation form part of the contract unless expressly accepted in writing by MCL. These Conditions prevail over any inconsistent terms the Customer may seek to impose.

3.6 **Variations.** No variation to an accepted Order is binding unless agreed in writing by an authorised representative of both parties. Changes to these Conditions are made in accordance with Clause 1.6. Where a variation results in cancellation of all or part of an Order, MCL may charge a cancellation fee equal to any costs already incurred together with any unmitigable losses.

3.7 **Online Orders.** The following applies to Online Orders:

(a) the Customer must give its company or business name at checkout to confirm that the Order is placed for business purposes;

(b) the confirmation email sent after checkout confirms receipt of the Order only; MCL accepts an Online Order, and a contract is formed, when MCL sends its invoice for that Order;

(c) if the price shown on the Online Store for any item is incorrect, or MCL is no longer able to supply an item, MCL will contact the Customer before accepting the Order, and the Customer may choose to proceed at the correct price or cancel the affected item;

(d) if an item is out of stock, MCL may place it on backorder and will email the Customer, who may cancel the backordered item without charge at any time before it is dispatched; and

(e) if the Customer has made a mistake in an Online Order, it should contact MCL as soon as possible, and MCL will correct the Order where it has not yet been dispatched.

4. Charges, Payment and Credit

4.1 **Charges.** The Charges are as set out in the Order and are exclusive of VAT, duties, carriage and insurance unless expressly stated otherwise. VAT and any applicable duties are payable by the Customer at the prevailing rate. For Online Orders, the Charges, including delivery charges, are those shown at checkout.

4.2 **Payment terms.** Payment terms for each Order will be as specified on MCL's quote, proforma invoice or Order acknowledgement, and will typically be one of the following:

(a) payment in full before dispatch of the Hardware (applicable by default to new Customers and to any Customer who has not been granted credit terms by MCL); or

(b) payment within 30 days of the date of MCL's invoice (applicable to Customers who have been granted credit terms by MCL following credit approval); or

(c) for Online Orders, payment by credit or debit card through the Online Store's secure payment provider, taken when the Hardware is ready for dispatch (so that backordered items are charged when they are dispatched).

In the absence of any specified payment terms on the quote, proforma invoice or Order acknowledgement, payment is due in full before dispatch of the Hardware. MCL may withdraw credit terms at any time in accordance with Clause 4.5.

4.3 **No set-off.** The Customer shall pay all Charges in full without any set-off, counterclaim, deduction or withholding except as required by law.

4.4 **Late payment.** If payment is not made when due, MCL may (without prejudice to any other remedy) charge interest on the overdue amount at the rate of 4% per annum above the Bank of England base rate from time to time, calculated daily from the due date to the date of actual payment, whether before or after judgment. MCL also reserves the right to claim statutory interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998.

4.5 **Credit.** MCL may carry out credit checks on the Customer at any time, including searches with business credit reference agencies, and may retain the information obtained to manage the Customer's account. The Customer consents to such checks. MCL may require payment in advance, require a deposit, reduce or withdraw credit limits, or suspend supply where in MCL's reasonable opinion the Customer's financial position so warrants.

4.6 **Delayed delivery at Customer's request.** If the Customer delays or prevents delivery of Hardware that is ready for dispatch, MCL may (a) invoice 80% of the Charges on the originally agreed delivery date and the balance on actual delivery; and (b) charge the Customer for reasonable storage and handling costs.

5. Delivery

5.1 **Delivery endeavours.** MCL shall use reasonable endeavours to deliver Hardware on the date(s) agreed, but time of delivery is not of the essence and MCL is not liable for any delay in delivery. Dispatch cut-off times, delivery timescales and timed or Saturday delivery services, whether shown on the Online Store or elsewhere, are estimates and are not guaranteed.

5.2 **Delivery terms.** Hardware delivered to addresses within the United Kingdom or European Union is supplied DAP (Incoterms 2020) to the Delivery Address. For deliveries outside the UK/EU, delivery terms will be as specified in the Order.

5.3 **Instalments.** MCL may, at its discretion, deliver Hardware in instalments. Each instalment is treated as a separate delivery but forms part of a single Order for the purposes of Clause 3.4.

5.4 **Failure to take delivery.** If the Customer fails to take delivery of Hardware on the agreed date (other than due to a Force Majeure Event or MCL's breach), MCL may store the Hardware at the Customer's cost and risk and charge reasonable storage and transport costs.

5.5 **Shortages, damage and loss in transit.** Any shortages, or damage to the Hardware or its packaging, must be notified to MCL in writing within 2 Business Days of delivery, with photographs of the packaging and the Hardware where damage is claimed. Non-delivery, or loss or theft in transit, must be notified to MCL in writing within 5 Business Days of the scheduled delivery date. Where a claim is notified within these periods and accepted by MCL, MCL will, at its option, replace the affected Hardware or refund the Charges paid for it. Proof of delivery provided by MCL's courier is evidence that the Hardware was delivered.

5.6 **Duties and taxes.** Prices quoted are exclusive of import duties and taxes. The Customer is responsible for payment of any such duties or taxes arising in the country of delivery unless expressly agreed otherwise.

6. Risk, Title and Passing of Property

6.1 **Risk.** Risk in the Hardware passes to the Customer on delivery to the Delivery Address or, where the Customer collects the Hardware, on collection.

6.2 **Title.** Title in the Hardware does not pass to the Customer until MCL has received, in cleared funds, all sums owing from the Customer to MCL in respect of that Hardware. For the avoidance of doubt, title in RaaS Equipment remains with MCL at all times save as expressly provided in Clause 9.

6.3 Until title passes, the Customer shall:

(a) hold the Hardware as MCL's fiduciary bailee;

(b) until the Hardware is resold or supplied under Clause 6.5, store it separately from other goods and in a manner that identifies it as MCL's property;

(c) not remove, deface or obscure any identifying mark or packaging;

(d) maintain the Hardware in satisfactory condition and keep it insured at the Customer's expense for its full replacement value against all risks;

(e) not pledge, charge, encumber or otherwise deal with the Hardware, except by resale or supply in the ordinary course of its business under Clause 6.5; and

(f) permit MCL and its agents to enter any premises of the Customer where the Hardware is stored to inspect or recover it.

6.4 **Right to sue for price.** MCL may bring an action for the price of the Hardware notwithstanding that title has not passed to the Customer.

6.5 **Resale in the ordinary course of business.** Before title has passed, the Customer may resell or supply Hardware to its own customers in the ordinary course of its business (including by installing it at a third party's premises), provided that:

(a) the Customer does so as principal and not as MCL's agent, and gives no warranty, representation or commitment on MCL's behalf;

(b) as between MCL and the Customer, title to that Hardware passes to the Customer immediately before it is resold or supplied; and

(c) the Customer's right under this Clause 6.5 ends immediately if any event described in Clause 19.1(b) or (c) occurs in relation to the Customer, or on written notice from MCL if any sum owing to MCL is overdue.

7. Acceptance and Defects

7.1 **Inspection on delivery.** The Customer shall inspect the Hardware on delivery for any defects which should be apparent on reasonable inspection, and notify MCL in writing of any such defects within 10 Business Days of delivery.

7.2 **Deemed acceptance.** If the Customer does not notify MCL of defects within the period in Clause 7.1, the Hardware is deemed accepted in respect of defects apparent on reasonable inspection. This does not affect the Customer's rights under the Hardware Warranty in respect of latent defects.

7.3 **Latent defects.** Latent defects (those not apparent on reasonable inspection at delivery) remain subject to the Hardware Warranty in Section 8.

8. Warranty

8.1 **Hardware Warranty.** MCL warrants that, for the duration of the applicable manufacturer's warranty period from the date of delivery, the Hardware will be free from material defects in materials and workmanship when used in accordance with the Specification and any instructions provided by MCL or the manufacturer.

8.2 **Manufacturer's warranty pass-through.** MCL shall, so far as it is able, pass through the benefit of any manufacturer's warranty to the Customer. MCL does not manufacture the Hardware and is not responsible for the design or specification of the Hardware beyond the warranty set out in this Section.

8.3 **Remedy.** The Customer's sole and exclusive remedy for breach of the Hardware Warranty is, at MCL's option, to: (a) repair the Hardware; (b) replace the Hardware with Hardware of the same or substantially similar specification; or (c) refund the Charges paid for the defective Hardware. Returns must be made in accordance with Section 10.

8.4 **Exclusions.** The Hardware Warranty does not apply where the defect is caused by or arises from:

(a) failure to use, store, install or maintain the Hardware in accordance with the manufacturer's documentation or MCL's instructions;

(b) any modification, repair or alteration carried out without MCL's prior written consent;

(c) use of the Hardware with third-party hardware, software, SIMs or accessories not approved by MCL or the manufacturer;

(d) accidental damage, misuse, negligence, wilful damage, abnormal working conditions or failure of electrical power;

(e) use of the Hardware for any safety-critical application, or any application where failure of the Hardware could result in death, personal injury, or significant damage to property;

(f) firmware defects that require resolution by the manufacturer; or

(g) defects or issues arising from over-the-air firmware updates.

8.5 **Exclusion of other warranties.** To the maximum extent permitted by law, all other warranties, conditions and representations, whether express or implied by statute, common law or otherwise (including any implied warranties of satisfactory quality, fitness for a particular purpose, or correspondence with description), are excluded. MCL does not warrant that the Hardware will meet the Customer's particular requirements, whether or not those requirements have been notified to MCL.

9. Router-as-a-Service (RaaS)

This Section 9 applies only to MSA Customers who have entered into a RaaS arrangement with MCL. It does not apply to Standalone Customers.

9.1 **Nature of RaaS.** Under RaaS, MCL rents Hardware to the MSA Customer for use during an agreed Service Term. Title and ownership of RaaS Equipment remain with MCL at all times unless transferred in accordance with Clause 9.6.

9.2 **Service Term and minimum commitment.** The minimum contract term for each RaaS arrangement is as set out in the applicable RaaS Order Form. Upon expiry of the minimum term, the RaaS arrangement renews on rolling one-month terms unless either party gives not less than 30 days' written notice of termination.

9.3 **Early termination.** If the MSA Customer terminates a RaaS arrangement before expiry of the minimum term (other than for MCL's material breach), the Customer shall pay the aggregate of the rental Charges that would have been payable from the date of termination to the end of the minimum term, subject to any mitigation MCL is able to achieve through redeployment of the Equipment.

9.4 **Customer obligations.** The MSA Customer shall, at its own cost: (a) maintain the RaaS Equipment in good working condition subject to reasonable wear and tear; (b) use the RaaS Equipment only in accordance with manufacturer documentation and MCL's instructions; (c) not modify, alter, repair or deface the RaaS Equipment without MCL's prior written consent; (d) insure the RaaS Equipment for its full replacement value against all risks; (e) grant MCL remote access for support and maintenance where technically feasible; and (f) be responsible for the cost of replacement in the event of loss, theft or vandalism.

9.5 **Faulty RaaS Equipment.** If RaaS Equipment is Dead on Arrival (no power on first connection to a power source) or otherwise becomes faulty through no fault of the Customer, MCL shall use reasonable endeavours to provide replacement RaaS Equipment within 5 Business Days of fault confirmation. The Customer shall return faulty RaaS Equipment in accordance with Section 10 within 5 Business Days of receiving the replacement. Faults other than Dead on Arrival must be confirmed with MCL's support team before replacement will be issued.

9.6 **End of Service Term.** On expiry or termination of a RaaS arrangement, the Customer shall, at its election and at its own cost: (a) return the RaaS Equipment to MCL (or such other address as MCL specifies) in good working condition subject to reasonable wear and tear; or (b) purchase the RaaS Equipment at the price quoted by MCL at the relevant time, upon which title will transfer to the Customer.

9.7 **Out of scope.** RaaS does not include: (a) resolution of firmware defects requiring manufacturer action; (b) configuration changes to existing Hardware (which may be provided as Professional Services for additional Charges); or (c) losses arising from over-the-air updates.

9.8 **Equivalent substitution.** MCL reserves the right to replace RaaS Equipment from time to time with equivalent or similar-functioning equipment from the same or a different manufacturer. MCL shall use reasonable endeavours to ensure any replacement provides materially similar functionality to the original RaaS Equipment.

10. Returns Procedure (RMA)

10.1 **RMA number required.** All returns of Hardware or RaaS Equipment must be made under an RMA number issued by MCL. The Customer must request an RMA number from MCL in writing before returning any Hardware. Returns without a valid RMA number will be refused and returned to the Customer at the Customer's expense.

10.2 **Condition of returns.** Hardware and RaaS Equipment must be returned:

(a) in its original packaging where reasonably possible;

(b) with all original parts, accessories and documentation;

(c) with the RMA number clearly marked on the outside of the package and on all shipping documents (but not on the Hardware itself); and

(d) to the address notified by MCL in the RMA.

10.3 **Freight and risk.** Return freight costs are payable by the Customer. Risk in returned Hardware remains with the Customer until MCL receives it at the nominated return address.

10.4 **Investigation.** On receipt of returned Hardware, MCL will investigate whether the defect falls within the Hardware Warranty. Investigations typically take up to 5 Business Days.

10.5 **Outcome of investigation.** If the returned Hardware is found to be defective within the scope of the Hardware Warranty, MCL will credit or refund the return freight cost and provide a repair, replacement or refund in accordance with Clause 8.3. If the Hardware is found not to be defective, or the defect falls within an exclusion in Clause 8.4, MCL may charge a return fee and will return the Hardware to the Customer at the Customer's expense.

10.6 **Missing components.** If components are missing on return, MCL reserves the right to charge for replacement components.

10.7 **Returns of non-faulty Hardware.** MCL is not obliged to accept the return of Hardware that is not faulty, including Hardware ordered in error or no longer required. MCL may agree to accept such a return at its discretion, in which case the Customer must request it in writing, the Hardware must be in saleable condition with its original packaging, and the return must follow this Section 10. For Online Orders, MCL will deduct a restocking fee of 30% of the price paid for the returned Hardware from any refund.

11. Software Licensing

11.1 **Software supplied with Hardware.** Software embedded in or supplied with the Hardware is licensed, not sold. Title in the Software remains with the relevant licensor at all times.

11.2 **Licence terms.** Where Software is supplied with a separate end-user licence agreement (whether shrink-wrapped, click-through or otherwise) from the manufacturer or licensor, the Customer agrees to be bound by that licence as a condition of use. Where no separate licence is supplied, the Customer is granted a non-exclusive, non-transferable licence to use the Software solely in conjunction with the Hardware for the Customer's internal business purposes.

11.3 **Restrictions.** The Customer shall not, and shall not permit any third party to: (a) copy the Software except as necessary for back-up purposes; (b) modify, adapt, translate, reverse engineer, decompile or disassemble the Software except to the extent permitted by law; (c) distribute, sub-license, rent or lend the Software; or (d) use the Software in any manner inconsistent with the licensor's licence terms.

11.4 **Intellectual property.** All intellectual property rights in the Software and any accompanying documentation are and remain the property of the licensor. No rights are granted to the Customer other than those expressly set out in the applicable licence.

12. Patent and Copyright Indemnity

12.1 **MCL's indemnity.** Subject to Clauses 12.2 and 12.3, MCL shall indemnify the Customer against any award of damages made against the Customer by a court of competent jurisdiction in the United Kingdom arising from a claim that the Customer's use of the Hardware infringes a third party's patent or copyright.

12.2 **Exclusions.** The indemnity in Clause 12.1 does not apply to any claim arising from: (a) use of the Hardware in combination with any third-party product not supplied or approved by MCL; (b)

any modification to the Hardware made by or on behalf of the Customer; (c) use of the Hardware otherwise than in accordance with the Specification; or (d) use of the Hardware after MCL has notified the Customer to cease use.

12.3 **Conditions of indemnity.** The Customer's entitlement to indemnity is conditional upon: (a) prompt written notice to MCL of any claim; (b) MCL having sole conduct of the defence and settlement; and (c) the Customer providing MCL with all reasonable assistance.

12.4 **MCL's options on infringement claim.** If the Hardware is or, in MCL's reasonable opinion, is likely to be held to infringe, MCL may at its option: (a) procure for the Customer the right to continue using the Hardware; (b) modify or replace the Hardware so that it no longer infringes while retaining substantially similar functionality; or (c) terminate the affected Order and refund the Charges paid less a reasonable depreciation allowance.

12.5 **Sole remedy.** This Section 12 sets out the Customer's sole and exclusive remedy in respect of any infringement claim relating to the Hardware.

13. Limitation of Liability

13.1 **Uncapped liability.** Nothing in these Conditions limits or excludes either party's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability which cannot lawfully be limited or excluded.

13.2 **Excluded losses.** Subject to Clause 13.1, MCL shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any: (a) loss of profit; (b) loss of revenue; (c) loss of business; (d) loss of goodwill or reputation; (e) loss of anticipated savings; (f) loss or corruption of data; or (g) indirect, consequential or special loss, however arising.

13.3 **Cap on liability.** Subject to Clauses 13.1 and 13.2, MCL's total aggregate liability to the Customer under or in connection with each Order (whether in contract, tort, breach of statutory duty or otherwise) shall not exceed 100% of the Charges paid by the Customer under that Order in the 12 months preceding the event giving rise to the liability.

13.4 **Customer's ability to insure.** The Customer acknowledges that it is in a better position than MCL to foresee and evaluate any loss it may suffer in connection with the Hardware, and that the Charges have been calculated on the basis of the limitations in this Section 13. The Customer is encouraged to insure against losses that fall outside MCL's liability.

13.5 **Fair and reasonable.** The parties agree that the allocation of risk in this Section 13 is fair and reasonable having regard to the Charges and the nature of the Hardware.

14. Data Protection

14.1 **Compliance.** Each party shall comply with its respective obligations under applicable data protection legislation, including the UK General Data Protection Regulation and the Data Protection Act 2018 (together, "Data Protection Laws").

14.2 **Roles.** Where MCL processes personal data on behalf of the Customer in connection with the provision of Hardware or related services, MCL acts as processor and the Customer acts as controller. In all other cases, each party acts as an independent controller in respect of personal data it processes.

14.3 **Processor obligations.** Where MCL acts as processor, MCL shall: (a) process personal data only on documented instructions from the Customer; (b) ensure personnel with access are

under confidentiality obligations; (c) implement appropriate technical and organisational measures; (d) notify the Customer without undue delay of any personal data breach; and (e) delete or return personal data on termination, subject to any legal retention obligations.

14.4 **International transfers.** Where personal data is transferred outside the United Kingdom, the parties shall ensure that appropriate safeguards are in place in accordance with Data Protection Laws.

15. Confidentiality

15.1 **Definition.** "Confidential Information" means any information, in any form, disclosed by one party to the other in connection with these Conditions that is marked as confidential or that would reasonably be understood to be confidential given its nature or the circumstances of disclosure, including commercial terms, pricing, technical information and customer data.

15.2 **Obligation.** Each party shall: (a) keep the other's Confidential Information confidential; (b) use it only for the purpose of performing its obligations under these Conditions; and (c) not disclose it to any third party except to its employees, agents and professional advisers who need to know it and who are bound by equivalent obligations of confidentiality.

15.3 **Exclusions.** The obligations in Clause 15.2 do not apply to information that: (a) is or becomes publicly known through no breach of these Conditions; (b) was known to the receiving party before disclosure; (c) is received from a third party without restriction; or (d) is required to be disclosed by law, regulation or court order.

15.4 **Duration.** The obligations in this Section 15 survive termination of the contract for a period of 3 years.

16. Export Control and Sanctions

16.1 **Compliance.** The Customer acknowledges that the Hardware and any Software may be subject to export control laws, including those of the United Kingdom, European Union and United States. The Customer shall comply with all applicable export control and sanctions laws.

16.2 **Restricted use.** The Customer shall not export, re-export, transfer or otherwise supply the Hardware or Software, directly or indirectly, to: (a) any country, entity or individual subject to applicable sanctions; or (b) any end use prohibited by applicable export control laws, including any military, nuclear, chemical or biological weapons end use.

16.3 **Indemnity.** The Customer shall indemnify MCL against any losses arising from the Customer's breach of this Section 16.

17. Anti-Bribery and Modern Slavery

17.1 **Anti-bribery.** Each party shall comply with all applicable laws relating to anti-bribery and anti-corruption, including the Bribery Act 2010. Each party shall not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010.

17.2 **Modern slavery.** Each party shall comply with all applicable laws relating to modern slavery and human trafficking, including the Modern Slavery Act 2015, and shall take reasonable steps to ensure that no such offences occur in its business or supply chains in connection with these Conditions.

18. Insurance

18.1 **MCL's insurance.** MCL shall maintain, at its own cost, appropriate insurance cover with a reputable insurer, including public liability insurance and product liability insurance, in amounts consistent with its obligations under these Conditions. MCL shall provide evidence of such insurance on reasonable request.

19. Termination

19.1 **Termination for cause.** Either party may terminate the contract immediately on written notice if the other party: (a) commits a material breach and fails to remedy it within 30 days of written notice; (b) becomes insolvent, enters administration or liquidation, has a receiver appointed, or otherwise ceases to trade; or (c) suffers any analogous event in any jurisdiction.

19.2 **Consequences of termination.** On termination: (a) all sums owing to MCL become immediately due; (b) the Customer shall return any Hardware for which title has not passed and any RaaS Equipment; (c) MCL may enter the Customer's premises to recover unpaid-for Hardware; and (d) MCL may charge any cancellation or early termination fees provided for in these Conditions.

19.3 **Survival.** Termination does not affect any rights or obligations that have accrued before termination. Clauses intended by their nature to survive termination do so, including Sections 6, 11, 12, 13, 14, 15, 17 and 24.

20. Force Majeure

20.1 **Definition.** A "Force Majeure Event" means any event beyond a party's reasonable control, including acts of God, war, terrorism, civil disturbance, pandemic, strike, lockout, fire, flood, failure of utilities or telecommunications, government action, import/export restrictions, and failure or delay by suppliers.

20.2 **Effect.** If a party is prevented or delayed from performing its obligations by a Force Majeure Event, it shall: (a) notify the other party as soon as reasonably practicable and in any event within 21 days of the event; (b) use reasonable endeavours to mitigate the effect; and (c) be entitled to an extension of time equivalent to the period of delay.

20.3 **Prolonged events.** If a Force Majeure Event continues for more than 6 months, either party may terminate the affected Order on written notice with no liability to the other, save for sums already due.

21. Notices

21.1 **Form and delivery.** Any notice under these Conditions shall be in writing and delivered by hand, by pre-paid first-class post, or by email to the address or email address notified by the recipient for this purpose. Notices are deemed received: (a) if delivered by hand, on delivery; (b) if sent by post, 2 Business Days after posting; (c) if sent by email, on transmission during business hours or on the next Business Day if sent outside business hours.

22. Assignment

22.1 **Restrictions.** Neither party shall assign, transfer or otherwise dispose of any of its rights or obligations under these Conditions without the prior written consent of the other, such consent not to be unreasonably withheld. MCL may assign to any group company or in connection with a sale of its business or assets without consent.

23. General

23.1 **Entire agreement.** These Conditions (together with any Business Account Application signed by the Customer, any applicable MSA and the relevant Order) constitute the entire agreement between the parties in respect of their subject matter and supersedes all prior agreements, representations and understandings, whether written or oral. Each party acknowledges that it has not relied on any statement, promise or representation not set out in those documents.

23.2 **No waiver.** No failure or delay by either party to exercise any right or remedy constitutes a waiver of that right or remedy.

23.3 **Severance.** If any provision of these Conditions is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

23.4 **Third party rights.** A person who is not a party to these Conditions has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term.

23.5 **Counterparts and electronic signature.** These Conditions and any Business Account Application may be entered into in counterparts and signed electronically, each of which when executed is an original and all of which together form the same agreement.

23.6 **Online acceptance.** Where these Conditions are accepted through an online form or customer portal, ticking a box marked "I accept" (or equivalent) constitutes acceptance and forms a legally binding contract between the Customer and MCL. Any person who signs or accepts on behalf of the Customer confirms that they are authorised to bind the Customer.

24. Governing Law and Jurisdiction

24.1 **Governing law.** These Conditions and any dispute arising out of or in connection with them (including non-contractual disputes) are governed by and construed in accordance with the laws of England and Wales.

24.2 **Jurisdiction.** The parties submit to the exclusive jurisdiction of the courts of England and Wales in respect of any dispute arising out of or in connection with these Conditions.