



**GENERAL ORDER & PURCHASE TERMS & CONDITIONS OF
TEKDATA INTERCONNECTIONS LIMITED
(THE “COMPANY” OR “BUYER”)**

1. DEFINITIONS

Throughout these terms and conditions, unless the context or circumstances otherwise require, the following words and expressions shall have the meanings assigned to them below. Other words and expressions shall have their usual meanings.

Contract - each agreement for the supply of Goods and/or Services, as defined in Clause 2;

Goods/Services – those described in the Contract;

Seller - the business entity to which the order is addressed, unless otherwise stated in the Contract;

Specification - includes any specifications, samples, plans, drawings, data or other information against which the Goods and/or Services are to be supplied;

Warranty Period - the longer of :-

- (i) any guarantee or warranty period offered by the manufacturer of the Goods; or
- (ii) 12 months from the Company's acceptance or, if later, the installation of the Goods; or
- (iii) any period specified as such in the Contract; or
- (iv) any period implied by law during which the Goods should remain of satisfactory quality.

2. BASIS OF PURCHASE

2.1. The Company shall in addition to its power to terminate its liability under an Order in case of the Sellers default, have power to cancel, withdraw or amend the Order at any time, unless explicitly agreed otherwise in writing. Acceptance of an order shall take place whenever expressly confirmed by the Seller or by any other conduct consistent with acceptance. If the Seller is unable to accept an order, it shall notify the Company immediately and no later than 48 hours upon receipt of the Order. The Seller's acceptance of the Order involves the acceptance of these terms and conditions and a binding contract to supply the Goods and/or Services, which are the subject of the Order (the “Contract”).

2.2. No variation of the Contract shall be effective unless made in writing and signed by duly authorised representatives of both parties.

2.3. If any Contract provisions are inconsistent with, or conflict with these terms, these terms will prevail unless the term to be overridden is specifically identified and the intention for the Contract to amend these terms is clearly expressed.

2.4. The Seller agrees not to supply any Goods to the Company which does not comply with either of the date code restrictions as outlined in clauses 2.5 and 2.6. Any Goods to be supplied outside of these conditions needs prior written approval from the Buyer, and (absent such approval) Seller shall indemnify Buyer in respect of any breach of either Clauses 2.5 or 2.6 to include, but without limitation, any liability for indirect or consequential loss or damage.

2.5. Surface mount Goods shall not be more than two years old at the date of order.

2.6. Leaded product not to be more than three years old at the date of order.

3. LEAD FREE AND COUNTERFEIT PRODUCT

3.1. When requested by the Buyer, the Seller must ensure that quality processes and procedures are in place to ensure Goods supplied to the Company are lead free or RoHS compliant as required by the Company. Failure of compliance will result in the Company receiving full credit from the Seller and the Seller shall indemnify Company for any indirect or consequential loss or damage incurred by the Company.

3.2. The Seller must ensure that quality processes and procedures are in place so that no counterfeit product is supplied to the Company. Failure of compliance will result in the Company receiving full credit from the Seller and the Seller shall indemnify Company for any Indirect or consequential loss or damage incurred by the Company.

4. PRICE & PAYMENT

4.1. The price of the Goods and/or Services shall be as stated in the Contract. Unless otherwise stated in the Order, all prices shall be fixed and shall include all costs, both direct and indirect, of supplying the goods and/or Services. Prices must be invoiced in sterling unless agreed otherwise in writing.

4.2. No invoice may be submitted until after delivery of the Goods or performance of the Services.

4.3. Invoices shall be paid no later than 60 days after the end of the month of receipt by the Company of a proper invoice or, if later, 60 days after acceptance of the Goods/Services by the Company, unless explicitly agreed otherwise in writing.

4.4. No goods and/or services shall be paid for by the Company unless they are specified in the Order.

5. DELIVERY

5.1. Time of shipment and delivery or performance shall be of the essence of any contract. If there is any delay the Company may cancel the Contract or any part of it, without penalty.

5.2. The Company may reject any over, under or other non-conforming deliveries and the Seller shall issue credit for the full price of the goods plus the cost of any return carriage.

5.3. A delivery note quoting all information notified to the Seller, including the Company's Purchase Order Number, must accompany each delivery.

5.4. The Company shall not be required to accept instalment deliveries or performance. If the Goods are agreed to be delivered or the Services are to be performed, by instalments, the Contract will be treated as a single contract and shall not be severable, unless so required by the Company.

5.5. All goods supplied will be adequately packed for transportation and where relevant, antistatic protection.

5.6. The seller is responsible for insuring the goods during transportation to the company or its nominated delivery address, unless specific INCO 2000 terms are agreed in advance between the parties.

6. RISK AND TITLE

6.1. Risk shall pass to the Company upon delivery in accordance with these terms or, if later and where appropriate, upon successful completion of any acceptance test referred to in clause 7.3.

6.2. Title shall pass to the Company upon delivery, or, if earlier, when ascertained Goods are paid for or otherwise appropriated to the Contract. The passing of title shall not prejudice any other rights of the Company (including rights of rejection).

7. REJECTION AND TESTING

7.1. The Company shall be entitled to reject any Goods and/or Services (or part thereof) delivered which are not in accordance with the Contract within 25 working days of delivery or performance or, if later, within 5 working days of the Company becoming aware of the non-conformity.

7.2. Any rejected Goods and/or Services may be returned to the Seller by the Company at the Seller's cost and risk and no payment for them shall be due from the Company. The Company may impose a reasonable charge for handling, storing and returning any of the Goods and/or Services over delivered or otherwise rejected.

7.3. The Company may require acceptance tests to be performed. If as a result of such testing the Company is not satisfied that the Goods and/or Services comply in all respects with the Contract, the Seller shall take such steps as are necessary to ensure compliance.

7.4. Any inspection or testing of the Goods or Services, acceptance of defective, late or incomplete Goods or Services or any payment made, shall not be deemed to be acceptance of the Goods or Services or a waiver of any rights the Company may have.

8. WARRANTIES AND LIABILITY

8.1. The Seller warrants to the Company that throughout the Warranty Period the Goods and/or Services:-

8.1.1. are free from defects in design, material and workmanship;

8.1.2. shall correspond with any relevant Specification;

8.1.3. are suitable for any purpose expressly or by implication made known to the Seller;

8.1.4. comply with all relevant statutory requirements and regulations.

8.2. The Seller warrants to the Company that the Services will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for the Company to expect from an experienced and professional service provider.

8.3. If any Goods and/or Services are not supplied or performed in accordance with the Contract, the Company shall be entitled (at the Company's option and at the Seller's cost) either

(a) to require the Seller to repair or replace the Goods;

(b) correct or re-perform the Services;

(c) or to terminate the Contract and be repaid any sums paid.

In any case the seller will take remedial action within service level times agreed between the parties, and keep the Company informed of progress towards resolution.

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9. SERVICES PERFORMED ON SITE

9.1. The Seller shall comply with all site rules notified by the Company, all other health, safety and hygiene requirements and industry standards. The Seller shall at all times adopt safe working practices and at the appropriate times supply and install as part of the agreed price such guards and safety devices and supply all persons engaged in providing the Services with such safety clothing and protections as may be necessary to comply with the provisions of all health and safety legislation. The Seller shall keep the Company advised of any health or safety risks that may occur.

9.2. Any Seller's equipment located on the Company's site remains at all times the risk of the Seller, which shall insure such equipment against all risk of loss or damage. The Company accepts no liability for any loss of or damage to the Seller's equipment, however caused, including through the Company's negligence.

10. INDEMNITY

The Seller shall indemnify the Company at all times against all claims, demands, liability, loss, damages, costs (including legal costs on a full indemnity basis) and expenses incurred by the Company arising out of or in connection with any claim which arises from defective Goods and/or Services (except to the extent caused by the negligence or other default of the Company).

11. INTELLECTUAL PROPERTY

11.1 All Specifications provided by the Company and all copyright, know how and all other intellectual property rights ("IPRs") in or arising out of them and Goods and/or Services made in accordance with such Specifications shall vest in and remain at all times the property of the Company and such Specifications may only be used by the Seller as necessary to perform the Contract.

11.2 Where Specifications, Goods or any developments to Goods (each being "Works") are specifically produced or developed by the Seller for the Company, in connection with the Contract, the Seller hereby assigns all IPRs in such Works to the Company so that they shall be the exclusive property of the Company. The Works may only be used by the Seller as necessary to perform the Contract.

11.3 At the request of and at no additional cost to the Company, the Seller shall promptly do all such things and sign all documents necessary in the opinion of the Company to vest all IPRs in or arising out of any Works in the Company, absolutely and to enable the Company to defend and enforce its IPRs and shall at the Company's request procure a waiver of moral rights in any Works.

12. CONFIDENTIALITY

Neither party shall without the prior written consent of the other party (during and after termination of the Contract) use (other than in the performance of the Contract) or disclose to any other person any confidential information of the other party, save that this shall not prevent any disclosure of confidential information which is required by law, court order or any legal or regulatory authority or disclosures to a party's professional advisors.

13. TERMINATION

13.1 The Company may without liability cancel the Contract in whole or part by notice to the Seller at any time prior to delivery or performance.

13.2 The Company may without liability terminate the Contract by notice to the Seller at any time if:-

13.2.1 the Seller is in material breach of any of its obligations under the Contract;

13.2.2 the Seller becomes insolvent, is unable to pay its debts, has a receiver appointed over the whole or any part of its assets, enters into any composition with its creditors, or has an order made or resolution passed for it to be wound up (otherwise than in furtherance of a scheme for amalgamation or reconstruction), and in any other circumstances provided for in the Contract.

13.3 Upon termination the Seller shall immediately return all Specifications supplied by or created for the Company and any other information or materials which belong to or were supplied by the Company.

14 GENERAL

The Seller acts as principal and shall not assign, transfer, charge, hold on trust for another or deal in any other manner with any of its rights or obligations hereunder, nor purport to do so, nor sub-contract any or all of its obligations hereunder.

14.1 Any notice to be given shall be in writing, and shall be sent to the recipient at its usual address in relation to the Contract.

14.2 Any failure to exercise or delay by a party in exercising a right or remedy arising in connection with the Contract or by law shall not constitute a waiver of such right or remedy or of any other rights or remedies.

14.3 Should one or more of the provisions contained in these General Order and Purchase Terms and Conditions prove to be ineffective this shall not affect the validity of the remaining provisions. Such invalid

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provision shall be deemed to be replaced by a new, effective provision serving the same legal and economic purpose as far as possible.

14.5 Save where expressly provided otherwise, the rights and remedies provided in the Contract are cumulative and are not exclusive of any right or remedy provided by law.

14.6 No provision of the Contract shall be enforceable by any person who is not a party to it, pursuant to the Contracts (Rights of Third Parties) Act 1999.

14.7 The Contract shall be governed by and construed in accordance with the laws of England and the parties irrevocably submit to the exclusive jurisdiction of the Courts of England.