



HEX 101 LTD – Terms and Conditions for Purchasing Goods and Services

1. Definitions

For the purpose of these Terms and Conditions:

- Agreement: The Order and the Supplier's acceptance of the Order.
- Goods: Any goods and/or services agreed in the Agreement to be purchased by the Purchaser from the Supplier (including any part or parts of them).
- Order: The Purchaser's written instruction for the Supplier to supply the Goods, incorporating these Terms and Conditions.
- Delivery Address: The address to which the Supplier must deliver the Goods.
- Delivery Date: The date by which the Purchaser requires delivery of the Goods.
- Purchaser: HEX 101 LTD, a company registered in the United Kingdom.
- Supplier: The person, firm, or company who accepts the Order.

2. Supplier's Conditions

2.1 The Order, including these Terms and Conditions, constitutes the entire agreement between the Supplier and the Purchaser and supersedes all prior discussions, negotiations, or terms. Any terms or conditions contained in the Supplier's quotations, acknowledgements, or other documents that conflict with or add to these Terms will not be binding unless expressly agreed to in writing by the Purchaser.

2.2 Acceptance of the Order by the Supplier shall occur when:

- The Supplier provides express written confirmation; or
- The Supplier engages in any conduct reasonably interpreted by the Purchaser as acceptance (e.g., initiating fulfilment).

2.3 The Purchaser reserves the right to withdraw or amend the Order at any time before it is accepted by the Supplier.

3. Deliveries

3.1 The Purchaser's schedules are based on the Supplier's commitment to deliver the Goods by the date specified in the Order or, if not specified, within five (5) days of the Order date. Time is of the essence.

3.2 If the Supplier fails to deliver the Goods on time, the Purchaser reserves the right to:

- Cancel the Order in full or in part;
- Procure the Goods from an alternative source;
- Hold the Supplier liable for any additional costs or damages incurred as a result of the delay.

3. Deliveries

3.1 The Purchaser's production schedules rely on the Supplier's commitment to deliver the Goods by the date specified in the Order, or, if no date is specified, within five (5) days of the Order date. Time is of the essence. If the Supplier fails to deliver on time, the Purchaser reserves the right to:

- Cancel the Order in whole or in part;
- Procure the Goods from an alternative supplier;
- Hold the Supplier liable for any additional costs or damages incurred.

3.2 The Supplier shall be solely responsible for, and bear all costs associated with, delivering the Goods to the Delivery Address. This includes, but is not limited to, shipping and freight charges, and any applicable duties, tariffs, customs fees, or taxes related to the import/export of the Goods.

3.3 All Goods shall be delivered carriage paid by the Supplier to the Purchaser's specified place of business or another delivery address agreed upon in writing by the Purchaser. The Supplier shall offload the Goods at its own risk, as directed by the Purchaser.

3.4 Each delivery must be accompanied by a delivery note clearly stating:

- The Purchaser's Order number
- The date of the Order
- The number of packages and a description of contents
- In the case of partial delivery, the remaining balance still to be delivered

3.5 Unless explicitly agreed otherwise in writing, the Purchaser will only accept deliveries during normal business hours. If the Supplier fails to deliver the Goods on the required date, the Purchaser reserves the right to:

- a) Cancel the Agreement in full or in part
- b) Refuse any subsequent deliveries
- c) Recover any additional costs incurred in obtaining substitute goods
- d) Claim damages for losses or expenses resulting from late delivery

3.6 If the Purchaser agrees in writing to accept delivery by instalments, each instalment shall be treated as part of a single Agreement. The failure to deliver any one instalment may entitle the Purchaser, at its discretion, to treat the entire Agreement as repudiated.

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3.7 The Purchaser shall not be deemed to have accepted the Goods until it has had 30 days to inspect them following delivery. If any latent defect is discovered, the Purchaser retains the right to reject the Goods within 30 days of the defect becoming apparent.

3.8 The Goods shall remain at the risk of the Supplier until delivery is complete — including off-loading and stacking at the Purchaser's designated location. At that point, title and ownership of the Goods shall pass to the Purchaser.

4. Prices

4.1 The price of the Goods shall be stated in the Order and, unless otherwise agreed in writing by the Purchaser, shall be exclusive of VAT but inclusive of all other charges.

4.2 No variation in price or additional charges shall be accepted by the Purchaser without its prior written consent.

5. Payment

5.1 The Purchaser shall pay for Goods that are delivered and accepted in accordance with these Terms within 30 days from the end of the month in which a valid invoice is received. Time for payment shall not be of the essence.

5.2 The Purchaser reserves the right to set off any amounts owed to it by the Supplier against any sums payable by the Purchaser to the Supplier.

6. Quantities

6.1 Goods must be delivered in the exact quantities ordered unless otherwise agreed by the Purchaser.

6.2 If the Supplier delivers excess quantities, the Purchaser is under no obligation to pay for the surplus, which remains at the Supplier's risk and must be collected at the Supplier's expense.

7. Warranty

7.1 The Supplier warrants that all Goods supplied shall:

- Be free from defects in material and workmanship;
- Conform strictly to any specifications, drawings, or samples provided or agreed;
- Remain compliant regardless of inspection, delivery, or acceptance by the Purchaser.

7.2 Unless a longer period is specified or mandated by law, all Goods shall carry a minimum warranty period of one (1) year from the date of delivery.

8. Quality and Defects

8.1 The Goods must:

- Be of the highest available quality and best design;
- Be free from faults or defects;
- Fully conform to the Order and any specifications or patterns supplied by the Purchaser.

8.2 These rights are in addition to those provided under the Sale of Goods Act 1979.

9. Inspection

9.1 All Goods are subject to inspection and testing by the Purchaser (and its clients, where relevant) before, during, and after manufacture. The Supplier must provide all reasonable access and assistance without additional charge.

9.2 The Purchaser reserves the right to:

- Reject and return defective or non-conforming Goods at the Supplier's risk and expense;
- Require correction or replacement of such Goods.

Rejected Goods will be held at the Supplier's risk and cost, including transport and handling.

10. The Purchaser's Property

10.1 All materials, tools, or equipment provided or paid for by the Purchaser remain the property of the Purchaser. These items:

- Are to be used exclusively for Purchaser orders;
- Must be clearly marked, maintained, and returned upon request;
- Remain under the Supplier's custody and liability (excluding normal wear and tear).

10.2 Any intellectual property, materials, tooling, designs, or data supplied by or used on behalf of the Purchaser remains the exclusive property of the Purchaser and must be kept secure, in good condition, and only used as authorised.

11. Confidentiality

The Supplier must treat as confidential all technical, commercial, or business information disclosed by the Purchaser. This obligation applies to employees, agents, and subcontractors, and survives completion or termination of the Agreement.

12. Assignment

Neither party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

13. Changes to Orders

Orders may only be amended through a written agreement signed by both the Purchaser and Supplier.



14. Supplementary Information

All specifications, drawings, and referenced technical documents form an integral part of the Agreement unless they conflict with the Terms and Conditions.

15. Publicity, Promotion, or Advertising

The Supplier must not issue any public statement, news release, or promotional content relating to the Order without prior written consent from the Purchaser.

16. Force Majeure

The Purchaser shall not be liable for delays or failure to perform due to events beyond its reasonable control, including (but not limited to): Acts of God, war, terrorism, civil unrest, epidemic, natural disasters, government actions, labour disputes, or disruptions to logistics or materials.

17. Termination

17.1 The Purchaser may terminate the Agreement at any time for any reason by written notice. Compensation will be limited to reasonable costs for work-in-progress, excluding lost profit or indirect losses.

17.2 The Purchaser may also terminate immediately if:

- a) The Supplier breaches any material term of the Agreement;
- b) The Supplier becomes insolvent, bankrupt, or enters liquidation or creditor arrangements (other than for restructuring).

17.3 Termination shall not affect rights accrued prior to termination. Provisions that survive termination shall remain in force.

18. Indemnity

The Supplier shall fully indemnify the Purchaser against all direct, indirect, and consequential losses, including (but not limited to) loss of profit, business interruption, reputational damage, and legal costs resulting from:

- a) Defective workmanship, materials, or failure to meet specifications.

18. Indemnity (continued)

The Supplier shall keep the Purchaser indemnified in full against all direct, indirect, or consequential liabilities, losses, damages, costs, and expenses (including legal and professional fees) arising from or in connection with:

- b) Any actual or alleged infringement of intellectual property rights caused by the use, manufacture, or supply of the Goods.
- c) Any claims against the Purchaser by employees, agents, customers, or third parties for loss, damage, injury, or expenses attributable to the Goods due to breach, negligent performance, or failure/delay by the Supplier in carrying out its obligations under the Agreement.

19. Remedies

Without prejudice to any other rights or remedies available, if the Supplier fails to supply Goods in accordance with the Agreement, the Purchaser may, at its discretion:

- a) Rescind the Order in whole or in part;
- b) Reject the Goods and return them at the Supplier's cost and risk, requiring an immediate full refund;
- c) Require the Supplier, at its expense, to remedy any defect or supply replacement Goods and carry out all necessary corrective work;
- d) Refuse to accept any further deliveries without liability;
- e) Undertake any required corrective work itself at the Supplier's expense to bring the Goods into compliance;
- f) Claim damages for losses sustained due to the Supplier's breach of Agreement.

20. Compliance with Laws

20.1 The Supplier must comply with all applicable laws, regulations, codes, and industry standards in relation to the Goods and the performance of the Agreement. This includes, but is not limited to:

- The Modern Slavery Act 2015
- The Bribery Act 2010
- Data Protection and Privacy Laws

20.2 The Supplier shall also comply with any mandatory policies of the Purchaser provided in writing or referenced in the Agreement.

20.3 If the Supplier breaches this clause, the Purchaser may terminate the Agreement immediately by written notice and shall be entitled to full indemnity for any related costs or liabilities.

21. Supplier Code of Conduct

The Supplier warrants that it shall comply at all times with the HEX 101 LTD Supplier Code of Conduct, available at:

📄 www.hex101.co.uk

22. General

22.1 Each right or remedy under the Agreement is cumulative and does not exclude any other right or remedy available by law or contract.

22.2 If any provision (or part of a provision) of the Agreement is found by any court, tribunal, or competent authority to be illegal, invalid, or unenforceable, it shall be deemed modified to the extent necessary to make it valid. If modification is not possible, that part shall be deemed deleted, and the remaining provisions shall remain in full force and effect.

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22.3 No failure or delay by either party to exercise any right under the Agreement shall constitute a waiver of that right.

22.4 The Agreement and any disputes arising from it shall be governed by and construed in accordance with the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the English courts.

22. General (continued)

22.2 If any provision of the Agreement is found by a competent authority to be wholly or partly illegal, invalid, or unenforceable, that provision shall be severable and the remainder of the Agreement shall continue in full force and effect.

22.3 Any failure or delay by a party in enforcing or partially enforcing any provision of this Agreement shall not be construed as a waiver of any of its rights under the Agreement.

22.4 A waiver by either party of any breach or default shall not be deemed a waiver of any subsequent breach or default, nor shall it affect any other terms of the Agreement.

22.5 The parties do not intend that any provision of the Agreement shall be enforceable by any person who is not a party to it, pursuant to the Contracts (Rights of Third Parties) Act 1999.

22.6 Where a framework agreement exists between the Purchaser and the Supplier, that agreement shall take precedence over these Terms and Conditions for all covered goods/services.

22.7 This Agreement shall be governed by and construed in accordance with English law, and both parties submit to the exclusive jurisdiction of the English courts.

BASIS OF SALE

1. General

1.1 All Contracts are governed exclusively by these Conditions (and any additional terms explicitly agreed in writing by an authorised officer of HEX 101 LTD), to the exclusion of any other terms, including any Buyer terms stated on purchase orders or other documentation. Acceptance of any electronically submitted Order that includes Buyer terms will be treated as rejection of those terms and acceptance only under these Conditions.

1.2 No variation to these Conditions shall be binding unless agreed in writing by an authorised officer of HEX 101 LTD.

1.3 HEX 101 LTD employees and agents are not authorised to make binding representations regarding Goods or Services. The Buyer acknowledges that it has not relied on such representations and waives any right to claim damages or rescind the Contract due to them, unless made fraudulently.

1.4 Any advice or recommendations given by HEX 101 LTD or its agents that is not confirmed in writing by an authorised officer is followed at the Buyer's own risk, and HEX 101 LTD shall not be liable for it.

1.5 Any references in these Conditions to approvals or consents by HEX 101 LTD are effective only when provided in writing by an authorised officer.

1.6 HEX 101 LTD shall not be liable for any typographical, clerical, or other errors in its quotations, price lists, invoices, or other documents, and such errors shall be subject to correction without liability.

1.7 It is a condition of any quotation and subsequent Contract that the Buyer has provided complete, accurate, and non-misleading information in response to HEX 101 LTD's requests. This condition remains effective until the later of (i) quotation expiry or (ii) Goods/Services delivery.

1.8 Quotations issued by HEX 101 LTD:

- Do not constitute an offer; and
- Are valid for five (5) business days from date of issue.

1.9 Any Order placed by the Buyer constitutes an offer to purchase Goods in accordance with these Conditions. The Contract becomes binding when HEX 101 LTD either accepts the Order or begins processing it, whichever occurs first.

2. Cancellation of Orders

2.1 Orders cannot be cancelled by the Buyer without HEX 101 LTD's written agreement. If cancellation is approved, the Buyer shall fully indemnify HEX 101 LTD against all resulting losses, including:

- Loss of profit
- Costs
- Damages
- Charges and expenses

2.2 HEX 101 LTD reserves the right to immediately cancel or suspend any Contract or delivery without liability if:

2.2.1 The Buyer fails to make payment by the due date, breaches the Contract, and fails to remedy the breach within 7 days of receiving written notice from HEX 101 LTD.

2. Cancellation of Orders (continued)

2.2 HEX 101 LTD shall have the right to immediately cancel or suspend any Contract or delivery under a Contract without liability to the Buyer if any of the following events occur:

2.2.2 The Buyer suspends or threatens to suspend payment of its debts, or is unable to pay its debts as they fall due, within the meaning of Section 123 of the Insolvency Act 1986.

2.2.3 The Buyer:

- (a) enters into negotiations for the rescheduling of its debts;
- (b) makes a proposal to or compounds with its creditors regarding its debts (other than solely for a solvent amalgamation or reconstruction); or
- (c) applies to court for creditor protection.

2.2.4 The Buyer passes a resolution for winding-up, or for the appointment of an administrator or liquidator, or a winding-up order is made (other than for the purpose of a solvent restructuring) or, in the case of an individual, is declared bankrupt.



- 2.2.5 An administrator, receiver, or administrative receiver is appointed or is likely to be appointed over any part of the Buyer's business or assets.
- 2.2.6 Any creditor of the Buyer attaches, seizes, or takes possession of any of the Buyer's assets or enforces a distress, execution, or similar legal process, and such process is not discharged within ten (10) business days.
- 2.2.7 The Buyer ceases or threatens to cease trading.
- 2.2.8 HEX 101 LTD reasonably believes that any of the above events are likely to occur, and provides notice to the Buyer.
- 2.2.9 The Buyer commits or is involved in any dishonest or fraudulent conduct related to the Contract.

2.3 If any of the circumstances under clause 2.2 apply, and without prejudice to any other right or remedy available, HEX 101 LTD shall be entitled, at its sole discretion, to exercise one or more of the following rights:

- 2.3.1 Cancel each and every Contract with the Buyer that remains partially or wholly unfulfilled.
- 2.3.2 Suspend all or part of any future deliveries, without any liability to the Buyer.
- 2.3.3 Revoke or amend any credit terms previously extended to the Buyer.
- 2.3.4 Cancel or reduce any discounts, rebates, or pricing concessions offered to the Buyer.

2.3 (continued)

2.3.5 If the Goods have been delivered but not paid for, the full price shall become immediately due and payable, notwithstanding any prior agreement or payment terms to the contrary.

3. Delivery

3.1 Unless otherwise agreed in writing by an authorised officer of HEX 101 LTD, all packing and delivery costs shall be at the Buyer's expense. If HEX 101 LTD incurs these costs on behalf of the Buyer, they will be invoiced at the date of dispatch.

3.2 The Buyer warrants the accuracy of the delivery address provided (including that of any End User). HEX 101 LTD reserves the right to invoice the Buyer for any costs incurred as a result of failed or re-routed deliveries due to inaccurate address details or failure of the recipient to accept the delivery.

3.3 All delivery dates provided are estimates only, and time shall not be of the essence unless expressly agreed in writing. Any change in specifications or Buyer instructions may result in adjusted delivery times.

3.4 HEX 101 LTD may deliver the Goods in instalments, each of which shall constitute a separate contract. Any failure or issue with one instalment shall not entitle the Buyer to treat the entire Contract as repudiated.

3.5 If:

- (i) The Buyer arranges collection and their carrier fails to collect after notification; or
- (ii) The Buyer fails to provide adequate delivery instructions; or
- (iii) The Buyer requests a delivery delay; or
- (iv) The Buyer is unable to provide access for delivery or installation,

then HEX 101 LTD may, at the Buyer's risk and expense:

3.5.1 Store the Goods and invoice for storage and redelivery costs; or

3.5.2 Sell the Goods at the best obtainable price, deduct costs, and either remit the surplus or invoice the Buyer for any shortfall.

3.6 For exports outside the UK, whether by HEX 101 LTD or the Buyer (subject to written agreement between the parties):

- (i) The Buyer accepts that warranties apply only from the original equipment manufacturer (OEM), and it is the Buyer's responsibility to understand the warranty terms.
- (ii) The Buyer must comply with all export control laws and requirements notified by HEX 101 LTD, OEMs, or others.
- (iii) Applicable UK tax legislation will be applied in accordance with the law at the time of the Contract.
- (iv) The Buyer is responsible for import compliance, including taxes and duties in the country of destination.
- (v) Unless otherwise agreed, the delivery terms shall be 'Delivered at Place' (DAP) to the UK port of export (per Incoterms 2010), and HEX 101 LTD is not required to give notice under Section 32(3) of the Sale of Goods Act 1979.
- (vi) The Buyer must arrange for inspection/testing at HEX 101 LTD premises prior to shipment. HEX 101 LTD accepts no liability for claims arising from visible defects not identified before shipment or for damage during transit.
- (vii) The Buyer may not withhold payment due to failure to comply with these provisions.
- (viii) Packaging will follow HEX 101 LTD's standard practices and must meet any reasonable third-party shipper requirements communicated in advance.

3.7 If the Buyer fails to make due payment for any prior deliveries or instalments, HEX 101 LTD may delay, suspend, or cancel further deliveries at its discretion and without liability.

3.8 If the Buyer fails to accept the full quantity of Goods at the agreed time, any discounts or allowances granted or expected in respect of those Goods shall be forfeited.

3.9 If HEX 101 LTD has agreed to ship directly to the End User on behalf of the Buyer, such shipment shall constitute delivery to the Buyer. Any refusal to accept delivery by the End User shall not relieve the Buyer of its obligations under the Contract.

3.9

Where HEX 101 LTD has agreed to ship Goods or perform Services directly to an End User on behalf of the Buyer, such shipment or performance shall be deemed to constitute Delivery to the Buyer. Any refusal by the End User to accept delivery or performance shall be deemed to be a refusal by the Buyer. It is the Buyer's obligation to report any delivery discrepancies in accordance with this Clause 3 when:

- Goods are shipped directly to the End User; or
- Goods are sent on to the End User by the Buyer.



4. Acceptance and Returns Procedure

4.1

HEX 101 LTD shall not be liable for damage, delivery discrepancies, shortages, or for claims that the Goods do not comply with the Contract except in accordance with this Clause 4 and the applicable warranty provisions herein.

4.2 Damage, Discrepancies, Shortages and Invoice Queries:

(i) The Buyer shall inspect the parcel contents immediately upon Delivery and must note any damage, discrepancies or shortages on the Delivery or Despatch Note prior to signing.

(ii) The Buyer must raise invoice queries in writing within 14 days of the invoice date. Otherwise, the invoiced Charges shall be deemed accepted.

(iii) The Buyer must notify HEX 101 LTD Customer Services in writing within 48 hours of Delivery for:

- any shortages,
- damaged Goods, or
- missing Goods detailed on the proof of delivery.

Failure to comply with 4.2(i)-(iii) will result in HEX 101 LTD having no liability for such claims.

4.3 Goods That Fail on Installation ("DOAs")

HEX 101 LTD operates a DOA returns procedure, which may vary by OEM. The Buyer must notify HEX 101 LTD within 14 days of Delivery that the Goods have failed upon installation to be eligible. The specific DOA process will be communicated upon notification.

4.4 Goods That Fail After Installation ("Faulty Goods")

- Faulty Goods must not be returned without prior written consent from HEX 101 LTD.
- A handling charge may be levied at HEX 101 LTD's discretion and either:
 - o deducted from any credit (if accepted as Faulty Goods), or
 - o invoiced and payable by the Buyer.
- The Buyer must immediately notify HEX 101 LTD upon discovery of the fault and follow all return instructions provided.

4.5 General DOA and Faulty Goods Terms:

1. The Buyer shall bear all reasonable costs if the Goods are found not to be faulty.
2. Returns must follow HEX 101 LTD's returns authorisation process.
3. The Buyer shall comply with the OEM's DOA/Faulty Goods policy.
4. The Buyer is responsible for transport and insurance related to returned Goods.
5. There is no right to return Goods delivered in accordance with the Contract.
6. Goods must be returned within 14 days of the issuance of a returns authorisation number.

4.6

Where a return is approved, the Goods must be:

- Returned to HEX 101 LTD in their original packaging, and
- Accompanied by a full fault description and the returns number.

Failure to comply may result in a handling fee.

4.7

HEX 101 LTD shall be under no obligation to accept returns except as provided for under these Terms or under the applicable warranty clause.

5. Price

5.1

All prices quoted by HEX 101 LTD for Goods and/or Services ("Price(s)") are:

(i) Subject to acceptance within any specified validity period; and

(ii) Subject to adjustment in the event of external factors outside HEX 101 LTD's control, including but not limited to:

(a) Buyer-requested changes in quantity, capacity, form, content, style, or description of the Order or Goods/Services, including changes to delivery timing.

(b) Changes required to comply with statutory or regulatory requirements, or increases in supplier prices passed on to HEX 101 LTD by its vendors.

5. Price (continued)

(c) Where the supply of the Goods or the provision of Services is suspended, varied or otherwise delayed by any acts or omissions of the Buyer;

(d) Where HEX 101 LTD has incurred any additional or unforeseen import duties after the Contract has been made.

5.2

Unless otherwise stated in writing, the Price does not include costs of delivery, VAT, customs duties or excise taxes (if applicable). These charges will be added to all invoices at the prevailing rate at the time of dispatch.

6. Payment

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6.1

Payment of all Charges, including any additional amounts due under the Contract, shall be made by the Buyer within 30 days month-end from the date of the relevant HEX 101 LTD invoice, unless otherwise agreed in writing by an Authorised Officer.

6.2

If the Buyer fails to make payment by the due date, HEX 101 LTD shall be entitled to charge interest on the overdue amount at 4% above Barclays Bank base rate, accruing daily until payment is made in full (before and after judgment).

6.3

All payments must be made in pounds sterling and in full without set-off, deduction, deferment or withholding. If HEX 101 LTD agrees in writing to accept payment in another currency, it must be by telegraphic transfer to a designated account.

6.4

Time of payment is of the essence of the Contract.

6.5

The Buyer shall indemnify HEX 101 LTD against any and all costs, damages, and losses incurred as a result of the Buyer's breach of these Conditions.

6.6

HEX 101 LTD reserves the right to amend payment terms or credit facilities if any of the following "Relevant Events" occur:

- (i) HEX 101 LTD is informed or reasonably believes that the Buyer's creditworthiness has deteriorated;
- (ii) HEX 101 LTD considers the Buyer's financial position unacceptable;
- (iii) Trade indemnity insurers require amendment to the credit arrangements.

6.7

HEX 101 LTD reserves the right to withdraw any credit facilities without notice.

6.8

Upon termination of the trading relationship for any reason, all sums owed by the Buyer shall become immediately due and payable.

7. Prices and Payment for Cloud Services

7.1

Clause 6 shall apply to Cloud Services in addition to this clause. Where any conflict arises between clauses 6 and 7 with respect to Cloud Services, clause 7 shall take precedence.

7.2

Unless otherwise agreed in writing or stated in an Order, the Buyer shall pay all Cloud Charges in pounds sterling within 30 days month-end from the invoice date.

7.3

HEX 101 LTD will give the Buyer 28 days' prior written notice of any increase in Cloud Charges.

8. Suspension of Cloud Services

8.1

HEX 101 LTD may suspend all or part of the Cloud Services immediately, in the following cases:

1. If the Buyer fails to pay any Cloud Charges on time;
2. If HEX 101 LTD has grounds to terminate the Contract under its terms;
3. If a Third-Party Provider disables an End User's access;
4. Under any specific terms set out in the applicable Order.

8.2

If HEX 101 LTD suspends services under Clause 8.1, and does not elect to terminate the Contract, it shall use reasonable endeavours to reinstate services once the grounds for suspension no longer apply, subject to:

- Confirmation (acting reasonably) that the Buyer has resolved the cause of suspension; and
- Payment by the Buyer of a reinstatement fee, the amount of which will be advised at the time of reinstatement.

8. Suspension of Cloud Services (continued)

8.3

If HEX 101 LTD exercises its right of suspension under this clause or any Contract, such suspension shall not exclude its right to later terminate the Cloud Services for the same or any other reason, nor will it prevent HEX 101 LTD from claiming damages from the Buyer for any breach.

9. Retention of Title and Risk

9.1

Risk in the Goods shall pass to the Buyer upon completion of delivery.

9.2

Title to the Goods (excluding any software, the title of which shall never pass to the Buyer) shall remain with HEX 101 LTD until the earlier of:

- (i) HEX 101 LTD receiving payment in full for the Goods supplied;
- (ii) HEX 101 LTD receiving payment in full for all other outstanding debts owed by the Buyer;
- (iii) The Buyer reselling the Goods, in which case title shall pass as per clause 9.4.2.

9.3



Until title passes to the Buyer, the Buyer shall:

- (i) Hold the Goods as bailee for HEX 101 LTD;
- (ii) Store the Goods separately and keep them clearly identifiable as HEX 101 LTD's property;
- (iii) Maintain the Goods in good condition;
- (iv) Insure the Goods with a reputable insurer against all risks from the date of delivery, for not less than their purchase value, naming HEX 101 LTD's interest on the policy;
- (v) Not remove, deface, or obscure any identifying marks or packaging;
- (vi) Inform HEX 101 LTD immediately upon becoming subject to or threatened with an Insolvency Event;
- (vii) Provide all information relating to the Goods as reasonably requested by HEX 101 LTD.

9.4

Before title passes and subject to Clause 9.5, the Buyer may use or resell the Goods in the ordinary course of business. If the Buyer resells:

- (i) It does so as principal, not as HEX 101 LTD's agent;
- (ii) Title passes to the Buyer immediately before the resale.

9.5

If, before title passes, the Buyer becomes or is likely to become insolvent, or HEX 101 LTD reasonably believes this to be the case:

- (i) The Buyer's right to resell or use the Goods ceases immediately;
- (ii) HEX 101 LTD may:
 - o Elect to transfer title to the Buyer at its sole discretion; or
 - o Require the Buyer to return the Goods at its expense and, if not complied with promptly, may enter the Buyer's premises to repossess the Goods.

9.6

Where the Buyer uses invoice discounting, factoring, or similar credit facilities, the Buyer must notify the third party of HEX 101 LTD's title to the Goods until fully paid, and the conditions attached thereto.

10. Limited Warranty

10.1

The Buyer acknowledges that HEX 101 LTD is not the manufacturer of the Goods (or the publisher/licensor of any included software). HEX 101 LTD sells such Goods subject to the original equipment manufacturer's (OEM's) warranty, which may be passed:

- Directly to the End User, or
- Via the Buyer, depending on the OEM's terms.

10.2

HEX 101 LTD warrants that, at the time of delivery, the Goods shall conform to the OEM's published specifications as stated in the official data sheet. To the extent legally and contractually permitted, HEX 101 LTD shall pass through to the Buyer or End User any warranty benefits provided by the OEM.

10. Limited Warranty (continued)

10.3

The warranty set out in clause 10.2 is in lieu of all other warranties, express or implied (whether arising at common law or under statute), all of which are excluded to the fullest extent permitted by law. HEX 101 LTD does not exclude liability for warranty of title.

10.4

The warranty in clause 10.2 operates only where HEX 101 LTD is able to claim under the OEM's warranty. The Buyer is solely responsible for:

- Familiarising itself with the OEM's warranty terms prior to the Contract; and
- Complying fully with all OEM requirements.

11. Limitation of HEX 101 LTD Liability

11.1

HEX 101 LTD's liability under any Contract is limited to the remedies described in Clause 4 and subject to Clause 10.

11.2

HEX 101 LTD's liability to the Buyer is limited to direct damages, up to an amount not exceeding the price of the Goods at issue.

- This limitation does not apply to death or personal injury caused by negligence.
- HEX 101 LTD shall not be liable for any indirect, special, incidental or consequential losses, including but not limited to:
 - o Loss of profits or revenue
 - o Loss of data
 - o Rework, recall, repair costs
 - o Loss of reputation or customers
 - o Manufacturing disruption

11.3

Where the law prohibits exclusion of liability for damage to tangible property due to negligence, HEX 101 LTD does not attempt to limit its liability to the extent it is insured for such losses.

11.4

The Buyer agrees to take all necessary steps to ensure compliance by itself and its employees or agents with all usage instructions from HEX 101 LTD or the OEM, to ensure that the Goods are used safely and without health risks.



11.5

HEX 101 LTD gives no warranty that the Goods are:

- Fit for any particular purpose (including purposes for which similar goods are commonly used),
- Of any particular quality, finish, safety, durability or performance standard.

The Buyer relies solely on its own judgement to assess the suitability of the Goods for its needs.

12. Telecommunications Goods

Where Goods are to be used with British Telecom (BT) lines or systems:

- (i) BT may require modifications to installed Goods; such modifications will be made at the Buyer's expense.
- (ii) The Buyer shall indemnify HEX 101 LTD for all costs, losses or liabilities arising from damage to BT equipment or injury to BT personnel, directly or indirectly resulting from the Buyer's acts or omissions.

13. Force Majeure

HEX 101 LTD shall not be liable for any delay, non-performance, or loss arising from circumstances beyond its control, including but not limited to:

- Acts of God, fire, flood, explosion, accident
- War, terrorism, civil unrest, sabotage, insurrection
- Government action, regulation, embargo, restrictions
- Industrial actions, strikes, lock-outs, labour shortages
- Delays or failure by suppliers or subcontractors
- Shortage or delay in delivery of materials

If such circumstances prevent HEX 101 LTD from fulfilling all orders, it may allocate stock among customers at its sole discretion.

14. Configuration

14.1

The Buyer is solely responsible for the accuracy and completeness of any configuration services order. HEX 101 LTD will provide configuration services strictly according to the Buyer's instructions and shall have no liability for errors, omissions or deficiencies in the configuration resulting from incorrect or incomplete Buyer-provided information.

Improved Clause 14.2 (for clarity and consistency with clause 15):

14.2 Configuration services carry a warranty of 14 days from the date of shipment to the Buyer. HEX 101 LTD's sole liability in respect of any defective configuration services for which it is responsible shall be limited to the repair or, at HEX 101 LTD's sole discretion, the replacement of the Goods on which such services were performed. Claims under this clause 14.2 must be submitted within 21 days of the shipment date.

Edited Clause 15 - Data Protection

15. DATA PROTECTION

15.1 The parties acknowledge and agree that the provision of certain Services by HEX 101 LTD under an Order may involve the processing of Personal Data by HEX 101 LTD on behalf of the Buyer. For the purposes of the Data Protection Legislation, the Buyer is the Data Controller and HEX 101 LTD is the Data Processor in respect of such Personal Data.

15.2 The Buyer warrants that:

- (i) it has obtained all necessary and appropriate consents and issued all required notices to permit the lawful transfer of any Personal Data to HEX 101 LTD for the duration and purposes of the Contract;
- (ii) all instructions issued to HEX 101 LTD regarding Personal Data shall at all times comply with Data Protection Laws; and
- (iii) it has undertaken appropriate due diligence on HEX 101 LTD's data processing operations and is satisfied they are suitable for the intended processing activities.

15.3 HEX 101 LTD shall process the Personal Data only in accordance with the Buyer's lawful instructions and shall not process such data for any other purpose unless required by law.

15.4 HEX 101 LTD shall take reasonable steps to ensure the reliability and integrity of all personnel who have access to Personal Data.

15.5 Each party warrants that it will comply with all applicable Data Protection Laws in the processing of Personal Data.

15.6 HEX 101 LTD warrants that, having regard to the current state of technological development and the cost of implementation, it shall:

- (i) implement appropriate technical and organisational measures to protect Personal Data against:
 - o (a) unauthorised or unlawful processing; and
 - o (b) accidental loss, destruction, or damage,
- (ii) take reasonable steps to ensure ongoing compliance with such measures.

ensuring a level of security appropriate to the risks presented by the processing and the nature of the data; and

15.7 The Buyer consents to HEX 101 LTD engaging sub-processors to carry out processing activities on its behalf, subject to the following warranties from HEX 101 LTD:

- (i) each sub-processor is appointed under a written contract that imposes materially equivalent data protection obligations as set out in this clause 15;
- (ii) each sub-processor complies fully with those obligations; and
- (iii) HEX 101 LTD remains fully liable for the acts and omissions of each sub-processor as though they were its own.



15.8 Each party shall indemnify, defend, and hold harmless the other party against all claims, penalties, fines, costs, damages, and expenses arising from any breach of this clause 15 by the indemnifying party or its personnel.

15.9 The Buyer acknowledges that HEX 101 LTD is reliant on the Buyer for instructions concerning the scope and extent of processing. HEX 101 LTD shall not be liable for any claim brought by a Data Subject resulting from any act or omission by HEX 101 LTD in reliance on the Buyer's instructions.

15.10 The Buyer agrees that HEX 101 LTD may transfer Personal Data outside the European Economic Area (EEA) or to international organisations, provided that any such transfers (including onward transfers) are made using appropriate safeguards in compliance with Data Protection Laws.

Optional Additions for Consideration

1. Audit Clause (if relevant):

The Buyer may, upon reasonable notice and at its own expense, audit HEX 101 LTD's data processing activities solely for compliance with this clause 15, no more than once per year unless required by law.

2. Data Breach Notification Clause:

In the event of a Personal Data breach affecting the Buyer's data, HEX 101 LTD shall notify the Buyer without undue delay and provide relevant information and cooperation to enable the Buyer to meet its legal obligations.

15.11 HEX 101 LTD shall promptly (i) refer all data subject requests it receives to the Buyer and (ii) notify the Buyer of the Personal Data Breach and provide any necessary details of the same.

16. GENERAL

16.1 Where applicable, Buyer is responsible for all obligations and liabilities under the European Union's (i) Waste Electrical and Electronic Equipment Directive (2012/19/EU), (ii) Packaging Waste Directive (94/62/EC) and (iii) Batteries Directive (2006/66/EC), all as amended and all related national implementing measures in force from time to time. HEX 101 LTD shall have no liability or obligations under the preceding directives.

16.2 Buyer agrees to comply with the UK Bribery Act 2010 and corresponding legislation applicable in the jurisdictions Buyer conducts business in. Buyer shall not make any direct or indirect payment, offer to pay, or authorise to pay, any gift, money, promise to give or authorise the giving of anything of value to any government official or politician or the immediate family of the same for the purpose of influencing acts or decisions of such individual in order to assist directly or indirectly Buyer or HEX 101 LTD in obtaining or retaining business or securing an improper advantage. Buyer's commitment to comply with the Bribery Act 2010 and other such legislation shall also extend to its dealings with HEX 101 LTD, its suppliers, the End Users and any other commercial parties.

16.3 HEX 101 LTD may assign any of its rights and/or obligations under a Contract. The Buyer may not without the prior written consent of HEX 101 LTD assign any of its rights and/or obligations under any Contract.

16.4 No delay or failure by HEX 101 LTD in enforcing any provision shall constitute a waiver of that provision or any other provision. No waiver by HEX 101 LTD of any breach of a Contract shall be considered as a waiver of any subsequent breach of the same or any other provision.

16.5 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

16.6 HEX 101 LTD rights are cumulative and in addition to any rights available to it at common law.

16.7 These Conditions are HEX 101 LTD current Conditions. HEX 101 LTD maintains the right to add to or amend these Conditions at any time and in its sole discretion. The Buyer will be responsible for satisfying themselves as to the Conditions on an ongoing basis and those applicable to the transaction(s) in hand, by either viewing the HEX 101 LTD website or requesting a hard copy direct from HEX 101 LTD.

16.8 Nothing in these Conditions shall confer on any third party (that is, any party other than HEX 101 LTD or the Buyer) any benefit or the right to enforce any term of these Conditions and the application of the Contracts (Rights of Third Parties) Act 1999 to these Conditions is hereby excluded.

16.9 The Buyer and HEX 101 LTD agree that each Contract (incorporating these Conditions) shall be governed by and construed in accordance with English law and each of the Buyer and HEX 101 LTD irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including but not limited to non-contractual disputes and claims).

16.10 HEX 101 LTD may monitor, record, store and use any telephone, email or other communication with the Buyer in order to (i) check any instructions given to HEX 101 LTD, (ii) for training purposes, (iii) for crime prevention and (iv) to improve the quality of HEX 101 LTD customer service.

16.11 Except as specifically permitted in writing by (a) HEX 101 LTD or (b) the relevant manufacturer(s) of relevant Goods or (c) the provider of relevant Services, the Buyer hereby agrees that it will not (and will inform third parties they are not permitted to): (i) copy or manufacture any Goods; or (ii) translate, modify, adapt, enhance, extend, decompile, disassemble or reverse engineer any of the Goods.