



## Acceptance of Standard Terms and Conditions

The undersigned hereby agrees to purchase products for resale, from Douglas Stewart EDU Limited 'DSEDU' registered at One Glass Wharf, Bristol, BS2 0ZX: Registered No: 5319423, according to the following terms and conditions:

**1. Payment.** Accounts for products are payable at the following address: Douglas Stewart EDU Ltd, 57 Fleet Road, Fleet, Hampshire, GU51 3PJ, United Kingdom. Unless a credit account is established, all business is on a prepay basis unless otherwise agreed.

- For orders paid using a Debit / Credit Card DSEDU goods will ship after credit card has been successfully processed and funds received.
- For orders paid by cheque, DSEDU will wait for funds to clear, before goods are shipped.

**Payment TERMS:** Terms are Net 30 days from date of invoice with approved credit. Without prejudice to DSEDU's other rights and before or after judgment, DSEDU will have the right to charge the customer interest on overdue amounts at the rate of 5% per annum above the Barclays Bank Plc base rate such interest being calculated on a daily basis, until the actual date of payment.

Non-payment by the due date entitles DSEDU to cancel the contract or to suspend deliveries without further notice.

**2. Pricing.** All prices will be those ruling at the date of delivery and those quoted at time of order invoice. If a price discrepancy occurs between the purchase order and the invoice price, prior to invoicing we will contact you to confirm the new price. DSEDU price lists do not constitute an offer. All prices are exclusive of any applicable value-added tax, which the customer shall be additionally liable to pay to DSEDU.

**(a) Price Protection:** When a manufacturer lowers the price of an item and offers price protection to the channel, we proactively offer price protection to our customers for products purchased from DSEDU. Each manufacturer dictates strict guidelines for offering price protection, such as purchase look-back period, inventory report requirements and the period for submitting claims. DSEDU will notify you of specific requirements for each price protection, including the eligible purchases. We are only able to process price protections which strictly adhere to the manufacturers' terms.

**(b) Invoice Discrepancies:** All invoice discrepancies including price adjustments, processing fees and other add-ons must be disputed within 7 days of invoice.

**(c) Delivery and Handling Charges:** DSEDU will issue shipping and handling charges where applicable.

**3. Minimum Order:** There is no minimum. Small orders are costly to process so please consolidate your orders as much as possible.

**4. Backordered Items:** Items that are out of stock are automatically backordered and shipped when they become available and relevant delivery charges may apply. Backorders more than 60 days old are subject to cancellation.

**5. Education Products:** Certain educationally priced products purchased under this agreement may be resold ONLY to non-profit, accredited educational institutions (school; college or other higher education institution); and/or eligible charitable establishments at specified locations within the European Union, and/or to individuals who are currently enrolled as students, faculty or instructional staff of accredited educational institutions with valid identification. RESELLERS' ELIGIBILITY TO PURCHASE THESE PRODUCTS MAY BE LIMITED BY CONDITIONS IMPOSED BY THE LICENSOR OR MANUFACTURER, such as appointment by the licensor/manufacturer, record keeping, quantities per end user, proof of end-user eligibility, additional or other limitations upon end-user eligibility, etc.

**6. Returns Procedure.** Product may only be returned to DSEDU after first obtaining DSEDU's agreement to do so. Whenever DSEDU agrees to accept goods for return, it will do so by first issuing a Returns Material Authorisation (RMA) number to the reseller. In the case of non-defective, undamaged goods DSEDU may allow the return of certain non-defective goods; however such returns will be on a case-by-case basis and may be subject to a DSEDU re-stocking fee and/or off-setting order from the reseller of at least equivalent size. Such requests should be made to DSEDU's customer service department. All non-defective returns are subject to the following:

i) the returned goods must be received at the DSEDU warehouses in a pristine condition –  
i.e. undamaged, unmarked, unopened and together with any accessories or cables as originally supplied.

ii) the returned goods must be accompanied by a list of the products included in the return.

a) **Shipping Discrepancies:** It is very important to inspect your shipment when it arrives and note discrepancies on the delivery notes at the time of delivery. We cannot process claims for shipments signed as complete and undamaged later found to be incomplete or damaged. Check the package for damage or pilferage before the carrier leaves. Report claims for damage or short shipments to DSEDU Customer Service within 7 days of receiving your shipment. If you sign for your shipment and then find concealed damage, such as torn product packaging or broken products, then notify us. Retain all shipping materials for inspection.

b) **Our Shipping Errors** – If you receive an incorrect shipment, call DSEDU customer service for return authorisation, and then simply return the items with the issued RMA number on outside of box. We will credit you at invoiced cost including transportation charges via the least expensive way. Shipping errors must be reported within 7 days of receipt.

c) **Returns of Free Goods, Demonstration Product and Not for Resale Product** - If returning a product that was purchased in conjunction with a promotion providing free product (i.e. a buy 4, get 1 free promotion) the first product returned is considered to be the free product. Demonstration and Not for Resale (NFR) products are not returnable.

d) **Special Orders** - Upon request we will special order product not on our current price list. Special orders may take 3-5 weeks to deliver. We do not accept returns on special order product.

7. All prices are exclusive of Value Added Tax and any similar taxes. All such taxes are payable by the customer and will be levied in accordance with European legislation in force at the tax-point date.

8. **Marketing.** By having an account with DSEDU, you are giving us express permission to post, email or fax you with unsolicited marketing, advertisements, sales, and product information. You can withdraw that permission at any time by giving us written notification addressed to: Marketing Department, Douglas Stewart EDU, 57 Fleet Road, Fleet, Hampshire, GU51 3PJ, United Kingdom. You can unsubscribe from certain marketing emails directly from a link within the email.

You can subscribe to our notifications feed regarding important information such as return deadlines for superseded products and price protections. This information is also posted on our website. Should you not subscribe it is your responsibility for checking this website regularly as deadlines will not be extended.

**9. Warranty and Liability.** DSEDU MAKES NO WARRANTY OR REPRESENTATION TO RESELLER OR ANY THIRD PARTIES CONCERNING THE OPERATION OF THE PRODUCTS. DSEDU EXCLUDES ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PRODUCT WARRANTIES, IF ANY, ARE PROVIDED BY THE MANUFACTURER OR PUBLISHER OF THE PRODUCTS. IN NO EVENT SHALL DSEDU BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES OR DAMAGES OF ANY KIND OR NATURE ALLEGED TO HAVE RESULTED FROM BREACH OF ANY WARRANTY.

(a) DSEDU'S LIABILITY FOR DAMAGES IN ANY ACTION RELATING TO THE USE OF A PRODUCT ARISING FROM PURCHASES MADE UNDER THIS PROGRAM SHALL NOT EXCEED THE AMOUNT PAID BY RESELLER FOR THE COPY OF THE PRODUCT AT ISSUE. IN NO EVENT SHALL DSEDU BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THE PRODUCTS, OR THIS PROGRAM, REGARDLESS OF THE FORM OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) DSEDU SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY, OR HOLD HARMLESS RESELLER FROM AND AGAINST ANY OR ALL DAMAGES AND COST INCURRED BY RESELLER ARISING FROM THE INFRINGEMENT OF PATENTS OR TRADEMARKS OR THE VIOLATION OF COPYRIGHTS BY PRODUCTS.

**10. Risk and property.** Risk of damage to or loss of Products shall pass to the Customer at the time of delivery or if the Customer wrongfully fails to take delivery of Products at the time when DSEDU has tendered delivery of the Products. Notwithstanding delivery and the passing of risk of the Products or any other provisions of these Conditions, property in the Products shall not pass to the Customer until DSEDU has received in cleared funds, payment in full of any outstanding sums which are due to DSEDU from the Customer on any account.

Until such time as title to the Products passes to the Customer the Customer shall:

(i) hold the Products as DSEDU's fiduciary agent and bailee; and

(ii) keep the Products separate to those of the Customer and third parties; and

(iii) keep the Products properly stored protected and insured, and identified as DSEDU's property; and

(iv) accept that Products may be labeled as being DSEDU's property until DSEDU is paid.

(v) Until such time as the title in the Products passes to the Customer (and provided the Products are still in existence and have not been resold) DSEDU shall be entitled at any time to require the Customer to deliver up the Products to DSEDU and if the Customer fails to do so forthwith to enter upon any premises of the Customer or any third party where the Products are stored and repossess the Products.

The Customer's right to possession of the Products shall terminate immediately if:

(a.i) the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any Act for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or

(a.ii) the Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe/perform any of his/its obligations under the Contract or any other contract between DSEDU and the Customer or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or

(a.iii) the Customer encumbers or in any way changes any of the Products.

(a.iv) Customer is entitled to resell the Products in the ordinary course of business. Customer is not able or entitled to offer the Products as collateral or otherwise grant a charge in respect of the Products until title has passed to the Customer in accordance with these Conditions. Customer shall inform its customers that title to the Products is retained by DSEDU until Customer has paid DSEDU, and shall ensure that its customer has agreed with the Customer that any unpaid Products shall be returned to DSEDU in the event of Customer's failure to pay DSEDU's invoices when they fall due. The Customer shall upon DSEDU's request provide DSEDU with all details and information necessary for DSEDU to collect the Products.

11. **Compliance with Laws.** **Customer** shall comply with all applicable laws or regulations in all countries in which **Customer** conducts business. The fact that in some countries certain laws prohibiting particular conduct are not enforced in practice or that violation is not subject to public criticism or censure, will not excuse noncompliance with those laws. Furthermore, **Customer** has knowledge and understanding of the Foreign Corrupt Practices Act of the United States of America ("FCPA"), **if Customer** purchases Adobe products through Douglas Stewart EDU, it shall comply with the FCPA, and **Customer** agrees to provide certifications of FCPA compliance to Adobe, on an annual basis.

12. **Information Security.** **Customer** shall comply with all applicable local and international privacy and data protection laws, rules and regulations during the term of the Agreement.

13. **Export Compliance.** **Customer** will not export or re-export the products produced in the United States in any form, without the appropriate United States and foreign governmental licenses, as applicable per the laws and regulations of the United States and any applicable jurisdictions into which **Customer** distributes Adobe's or other software vendor's software offerings.

14. **No Anti-Trust Arrangements.** **Customer** is not aware of and has not participated in any business arrangements or deal allocation arrangements that could restrict free trading and competition between DSEDU supplier's partners, specifically including Adobe, or practices that restrict free trading or lead to the promotion of monopolistic or anti-competitive business practices to the detriment of Adobe's or other DSEDU suppliers' customers.

15. **Fair Dealing; No False Representations.** **Customer** has made no false representations to Adobe or other DSEDU supplier with respect to any transactions entered into during **Customer's** current fiscal quarter or any prior quarter. False representations would include, but not limited to, the promotion or utilization of false documentation such as invalid PO's, fake or forged contracts, forged letters of destruction and/or inaccurate reporting to facilitate any **Customer** transactions.

16. **No Conflict of Interest.** **Customer** has not conducted any Adobe or other DSEDU supplier business transactions with a third party in which **Customer** has a significant direct or indirect financial interest and that creates, or has the appearance of creating, a conflict between **Customer's** interests and the interests of such third party. Additionally, **Customer** has processes in place whereby it collects potential conflicts of interest statements from its employees and contractors at the time of hire.

17. **Third Party Beneficiary.** **Customer** agrees that Adobe will be a third party beneficiary with respect to Sections 10 through 14, and Section 16 of this Agreement and that Adobe will have the right to enforce such provisions in its own name as if it were DSEDU.

18. **Business Conduct Inspections; Termination.** During the term of the Agreement between DSEDU and **Customer**, and for as long as **Customer** ships Adobe Software products under this Agreement, **Customer** agrees that it shall permit either Adobe's internal compliance auditor, or an independent third party, who is appointed by Adobe and bound by standard confidentiality obligations, to verify **Customer's** compliance with

Sections 10 through 17 of this Agreement. In no event shall such inspections be made hereunder more frequently than once every six (6) months. If such an inspection reveals any non-compliance, notwithstanding anything to the contrary in this document Adobe shall have the right to terminate the Agreement immediately upon notice without any cure period.

19. **Reporting of Violations.** Should **Customer** know of any acts or omissions, by DSEDU or Adobe employees or other personnel, or which violate Sections 10 through 14 of the Agreement, or suspect any such violations with respect to Adobe products, **Customer** should contact Adobe at 1-800-300-1026 for an anonymous reporting of such a violation or suspected violation.

20. **DSEDU's current Terms and Conditions apply to all purchase transactions and are subject to change without notice.** No additional or different provisions contained in Reseller's purchase orders or other business forms shall be of any force or affect whatsoever under any circumstances, and DSEDU's failure to object to any such provisions shall not be deemed a waiver of its rights under this paragraph. Any amendments to the reseller purchase order will only be valid if prior agreement has been made by DSEDU. Information regarding any change to the current Terms and Conditions will be made available on the DSEDU website.

21. **Entire Agreement.** This Agreement contains the entire understanding between DSEDU and Reseller and supersedes any prior understandings and prior agreements between them respecting the subject matter of this Agreement.

22. **Amendments.** DSEDU reserves the right to alter or amend these Standard Terms and Conditions of Sale for any particular class of Products or customer. **All prices and Sales Policies are subject to change without notice.**

23. DSEDU may refuse to do business with any reseller or limit sales to any reseller, at any time, in its sole discretion.

24. Law of the contract. In the case of legal disputes, the law and the courts of England shall apply.

Authorised Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Position (Director Level) \_\_\_\_\_

Company Name \_\_\_\_\_

Date \_\_\_\_\_