

## Acceptance of Standard Terms and Conditions

The undersigned hereby agrees to purchase products for resale, from Douglas Stewart EDU Limited 'DSEDU' registered at Victoria House, 50-58 Victoria Road, Farnborough, Hampshire GU14 7PG, United Kingdom: Registered No: 5319423

All orders placed with DSEDU are subject to availability of the products and to acceptance of the order by DSEDU. All orders accepted and products supplied are subject to DSEDU's terms and conditions, as well as updated sales policies contained in DSEDU's notifications emails sent to Customers, despite any varying terms contained in Customer's forms and not accepted, in writing, by DSEDU

**1. Payment.** Accounts for products are payable at the following address: Douglas Stewart EDU Ltd, 4a Fleet Business Park, Sandy Lane, Fleet Hampshire GU52 8BF, United Kingdom. Unless a credit account is established, all business is on a prepay basis unless otherwise agreed.

a) **Credit Card Transactions:**

- For orders paid using a Debit/Credit Card, DSEDU goods will ship after Debit/Credit card has been successfully processed and funds received.
  - DSEDU reserves the right to charge a fee for credit card transactions
- b) For orders paid by cheque, DSEDU will wait for funds to clear, before goods are shipped.
- c) 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.
- d) Non-payment by the due date entitles DSEDU to cancel the contract or to suspend deliveries without further notice.
- e) Any credit issued (i.e., for RMA, rebate etc) by DSEDU expires 1 year from date of issuance. DSEDU reserve full retention of title to all goods until all sums due have been paid in full.

**2. Pricing.** All prices will be those ruling and quoted at the time of order invoice. If a price discrepancy occurs between the date of the purchase order being received and the date at which invoicing takes place, 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, shipping and handling charges, and surcharges on credit card orders which the customer shall be additionally liable to pay to DSEDU.

**Errors and Updates:** We make every effort to accurately post prices, product descriptions and other terms. We reserve the right to correct errors and omissions and as well as changes mandated by our suppliers' updates which impact pending sales and shall notify you of the same promptly upon discovery.

**(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 you for products purchased from DSEDU. Each manufacturer dictates strict guidelines for offering price protection, including purchase look-back periods ranging from 30-120 days, 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 manufacturer requirements including inventory reporting requirements, look back periods, and submission deadlines. DSEDU will not apply price increases to: a) orders that ship and invoice before the date of price increase, or b) unshipped orders with immediate requested ship dates that are entered in our system before the date price increase is announced.

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

**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. Product Limitations:** Certain products purchased under this agreement are subject to manufacturer's restrictions, including, but not limited to, territory (such as sales limited to Europe only), End User restrictions (such as educational or government institutions, charitable entities, student or faculty status, proof of End User identity and eligibility), and record keeping requirements. CUSTOMER'S ELIGIBILITY TO PURCHASE THESE PRODUCTS MAY BE LIMITED BY THE LICENSOR OR MANUFACTURER, including, when required Customer Authorisation by the specific manufacturer or publisher.

## **6. Delivery**

a) Products supplied by DSEDU are delivered at the risk of DSEDU unless the customer requests a special method of delivery, in which event products are delivered at the risk of the customer and an extra charge may be made for delivery.

b) Customer is liable to pay for transport costs. Products from some manufacturers may be subject to special shipping terms and charges given size and weight and if it is part of a drop-ship program. It may be possible to reduce customer transport costs by requesting longer delivery times. Additional freight will be billed on all shipments for outlying regions. They include Belfast, Aberdeen, Isle of Wight and other remote areas.

DSEDU will use reasonable endeavors to deliver products efficiently by or about any stated delivery date. Delivery to outlying regions may be delayed. No liability will be accepted by DSEDU for failure to meet delivery dates, however delay is caused.

d) 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 48 hours of receiving your shipment to request an RMA return Authorisation. Return the items with the issued RMA number of the outside of box. We will credit you at invoiced cost. Retain all shipping materials for inspection.

Our Shipping Errors – DSEDU errors resulting in shipping discrepancies such as incorrect quantities or products must be reported to DSEDU within 7 days of receipt of product. If you receive an incorrect shipment, call DSEDU customer service for RMA return authorisation, and then 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.



- f) **Special Orders** - Upon request we will special order product not on our current price list. Special

orders may take longer to deliver. We do not accept returns on special order products.

**7. Returns.** 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 Customer. To request a return, you must obtain a Return Authorisation (RMA) form from DSEDU. All RMA requests must include your DSEDU reseller name, reseller account #, requester's name, original DSEDU order#, SKU #, product description, quantity to be returned, price, and reason for return. Once accepted, DSEDU will send you a RMA number for the return. Your RMA number is valid for 30 days and must be clearly marked on the outside of all return packages. You must allow for in-transit time as DSEDU must physically receive the products within 30 calendar days of RMA issuance or the RMA will be cancelled. Any products received after 30 days or otherwise not conforming to DSEDU's return policies will be returned to you at your shipping expense. If you refuse the shipment or return the same product again without a valid Return Authorisation or otherwise not conforming to DSEDU return policies, you give up title to the product and will not be eligible for any credit related to this product. With the exception of returns due to shipping errors, shipping fees are your responsibility.

- a) **Non-defective returns** 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 Customer of at least equivalent size. Such requests should be made to DSEDU's customer service department. DSEDU reserves the right to charge an administration charge in respect of the rotation or restocking of products and returns. Many manufacturers handle returns according to their own special terms and conditions, or according to their own case-by-case determinations. For those instances where returns are material to a purchase decision, please contact DSEDU for specific guidance prior to any purchase.

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.

b) **Return of damaged goods** - Any products received visibly damaged must be notified, in writing or via-email, to DSEDU within 48 hours of receipt. Follow the standard process for obtaining a Return Authorisation within 15 calendar days of reporting an error if the discrepancy is not resolved at the time of reporting. All such units will be replaced provided the damage was incurred prior to receipt by either the Customer or the Customer's carrier.

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) **Software Volume Licensing** – to request a return for volume licensing, follow the standard process for obtaining a Return Authorisation within 30 calendar days from the date of receipt, All software volume licensing returns are first subject to acceptance of the return from the manufacturer.



e) **Electronic Software Delivery (ESD)** – DSEDU will not take returns for ESD Products/Keys

unless the product is deemed to be defective or in breach of warranties provided in the End User Warranty or otherwise required by law.

f) **Discontinued Product Returns** –Products purchased from DSEDU with notification of product discontinuation (notification method may be removal from price lists) are eligible for return subject to acceptance of the return from the manufacturer. Reseller must request the RMA for discontinued products within 30 days after the notification of product discontinuation.

g) **Defective Merchandise** – Current product purchased from DSEDU found to be defective according to the manufacturer or the manufacturer's warranty is eligible for return. DSEDU or the manufacturer may test the products and return to reseller at reseller's expense any product determined not to be defective. DSEDU may require reseller to return products reported to be defective directly to the manufacturer.

h) **Emblematic and custom branded product** – Special terms and conditions apply to emblematic and custom branded product; Emblematic/Custom Branded Product is not eligible for overstock or discontinued return.

8. 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.

9. **Marketing and Communication.** By having an account with DSEDU, you are giving us express permission to post or email you with unsolicited marketing, advertisements, important product and returns notifications, sales, and product information. You can withdraw that permission at any time by giving us written notification addressed to: Marketing Department, Douglas Stewart EDU Ltd, 4a Fleet Business Park, Sandy Lane, Fleet Hampshire GU52 8BF, United Kingdom. You can unsubscribe from certain marketing emails directly from a link within the email.

10. **Warranty and Liability.** DSEDU MAKES NO WARRANTY OR REPRESENTATION TO CUSTOMER 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 CUSTOMER 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 CUSTOMER FROM AND AGAINST ANY OR ALL DAMAGES AND COST INCURRED BY CUSTOMER ARISING FROM THE INFRINGEMENT OF PATENTS OR TRADEMARKS OR THE



VIOLATION OF COPYRIGHTS BY PRODUCTS.

**11. 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,



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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.

12. **Compliance with Laws.** **Customer** shall comply with all applicable laws or regulations in all countries in which **Customer** conducts business. Furthermore, **Customer** has knowledge and understanding of the Foreign Corrupt Practices Act of the United States of America ("FCPA"), **and will abide by the same.**

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

14. **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.

15. **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, or practices that restrict free trading or lead to the promotion of monopolistic or anti-competitive business practices to the detriment of other DSEDU suppliers' customers.

16. **Fair Dealing; No False Representations.** **Customer** has made no false representations to and 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.

17. **No Conflict of Interest.** **Customer** has not conducted any 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.

18. **DSEDU's current Terms and Conditions apply to all purchase transactions and are subject to change without notice.**

Current Terms and Conditions are available at [https://www.dstewart.eu/DSEDU\\_TsCs.pdf](https://www.dstewart.eu/DSEDU_TsCs.pdf). No additional or different provisions contained in Customer'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.

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

20. **Amendments.** DSEDU reserves the right to alter or amend these Standard Terms and Conditions of Sale for any particular class of Products or customer. Notices of any Changes will be routinely communicated in our frequent notifications updates, however DSEDU reserves the right to alter or amend these terms and its sales policies without notice. Current Standard Terms and Conditions of Sale are reflected on our website [www.dstewart.eu](http://www.dstewart.eu).



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

22. 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) \_\_\_\_\_

Email Address: \_\_\_\_\_

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

Date \_\_\_\_\_