

4Links terms and conditions for the supply of goods.



The customer's attention is drawn in particular to the provisions of clause 8.

Interpretation

1.1

Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 9.00 am to 5.30 pm on any Business Day.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 12.4.

Contract: the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions and the relevant Order Acknowledgment and any Specification.

Customer: the person or firm who purchases the Goods from the Supplier.

Day: any day including Saturdays, Sundays and public holidays.

Delivery Location: has the meaning given in clause 4.2.

Force Majeure Event: means any circumstance not within a party's reasonable control including, without limitation:

- a) acts of God, flood, drought, earthquake or other natural disaster;
- b) epidemic or pandemic;
- c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- d) nuclear, chemical or biological contamination or sonic boom;
- e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- f) collapse of buildings, fire, explosion or accident; and
- g) any labour or trade dispute, strikes, industrial action or lockouts;
- h) non-performance by suppliers or subcontractors; and
- i) interruption or failure of utility service.

Goods: the goods (or any part of them) set out in the Order. Where the Goods include a software component as detailed in the Order Acknowledgement and / or Specification, the additional terms set out in Schedule 1 shall apply.

Order: the Customer's order for the Goods, as set out in the Customer's purchase order form.

Order Acknowledgement: a written acceptance of an Order issued by the Supplier.

Specification: any specification for the Goods, including any related plans and drawings, supplied to the Customer by the Supplier, or produced by the Customer and agreed in writing by the Supplier.

Supplier: 4Links Limited (registered in England and Wales with company number 03938960).

Supplier's Website: <https://4links.space>.

Warranty Period: has the meaning given in clause 5.1.

Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its successors and permitted assigns.
- (c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- (d) Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- (e) A reference to **writing** or **written** excludes fax but not email (unless the context otherwise requires).

Basis of contract

2.1

These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. The Supplier may make revisions to these Conditions from time to time. If there are revisions, the Supplier will publish them on the Supplier's Website and highlight, on the home page, that revisions have been made. The Customer shall regularly check the Supplier's Website for details of any revisions having been published. Unless the Customer sends a notice in writing of objection to the Supplier within 14 Days of any revision to these Conditions being published the revised Conditions shall be binding on the Customer. The Supplier's Website will identify the date on which the revisions will become effective and (unless the Customer has provided a notice of objection as detailed above) such revisions shall apply to: (i) all Orders which are issued on or after that date; and (ii) any ongoing Support Services, provided that if any such revision adversely and significantly impacts the provision of such Support Services, the Customer shall have the right to terminate this Contract in respect of the Goods subject to such Support Services.

2.2

The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for

4Links terms and conditions for the supply of goods.

ensuring that the terms of the Order and any applicable Specification are complete and accurate.

2.3 The Order shall only be deemed to be accepted when the Supplier issues an Order Acknowledgement, at which point the Contract shall come into existence.

2.4 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

2.5 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract. Any samples, drawings, descriptive matter or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.

2.6 A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 30 Days from its date of issue.

2.7 The Supplier may cancel an Order at any time prior to delivery upon notice to the Customer whereupon a refund of any monies paid for the relevant Goods will be made.

2.1 The Seller is not obliged to accept orders from the Customer if it has not supplied the Seller with references satisfactory to the Seller. If at any time the Seller is not satisfied as to the creditworthiness of the Customer it may give notice in writing to the Customer that no further credit will be allowed to the Customer in which event the Customer shall be required to give security deposits in respect of Goods already shipped and no further Goods will be delivered to the Customer other than against cash payment and notwithstanding any payment terms contained in the Contract all amounts owing to the Customer to the Seller shall be immediately payable in cash.

Goods

3.1 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or

in connection with the Supplier's use of the Specification. This clause 3.1 shall survive termination of the Contract.

3.2 The Supplier reserves the right to amend the Specification if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Customer in any such event. Any such amendment shall be treated as a revision pursuant to clause 2.1, above.

Delivery

4.1 The Supplier shall ensure that each delivery of the Goods is accompanied by a delivery note which shows all relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

4.2 If the Supplier requires the Customer to return any Goods, they must be returned at the Customer's expense in packaging that is equal in quality and appropriate to return the Goods without damage in transit.

4.3 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Supplier issues an Order Acknowledgement.

4.4 Delivery is completed on the completion of arrival of the Goods at the Delivery Location.

4.5 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.6 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.7 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

Quality

5.1 The Supplier warrants that on delivery, and for a period of 12 months from the date of delivery (**Warranty Period**), the Goods shall:

4Links terms and conditions for the supply of goods.

- (a) conform in all material respects with their description and the Specification; and
- (b) be free from material defects in design, material and workmanship; and
- (c) be fit for any purpose held out by the Supplier.

5.2 Subject to clause 5.3, if:

- (a) the Customer gives notice in writing to the Supplier during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1; and
- (b) the Supplier is given a reasonable opportunity of examining such Goods; and
- (c) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost,

the Supplier shall (in the event that it finds that the Goods are defective), at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full. In the event that the Supplier finds that the Goods are not defective or that any of the provision of clause 5.3 apply, the Customer shall pay the Supplier's then-current charges for unpacking, testing and repacking the Goods and the costs incurred in respect of their return to the Supplier.

5.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 if:

- (a) the Customer makes any further use of such Goods after giving notice in accordance with clause 5.2;
- (b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- (c) the defect arises as a result of the Supplier following any drawing, design or specification supplied by the Customer;
- (d) the Customer alters or repairs such Goods without the written consent of the Supplier;
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions or exposure to electrostatic discharge;
- (f) the Goods were delivered at the Customer's request without complete encapsulation, testing or otherwise unfinished, in which case such Goods are sold "as is"; or

- (g) the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.4 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.5 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute (including but not limited to sections 13 to 15 of the Sale of Goods Act 1979) or common law are, to the fullest extent permitted by law, excluded from the Contract.

5.6 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier but, for the avoidance of doubt, does not extend the original Warranty Period in respect of any Goods that have been repaired or replaced.

Title and risk

6.1 The risk in the Goods shall pass to the Customer on completion of delivery.

6.2 Title to the Goods shall not pass to the Customer until the earlier of:

- (a) the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer, in which case title to the Goods shall pass at the time of payment of all such sums; and
- (b) the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 6.4.

6.3 Until title to the Goods has passed to the Customer, the Customer shall:

- (a) hold the Goods on a fiduciary basis as the Supplier's bailee;
- (b) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
- (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- (e) notify the Supplier immediately if it becomes subject to any of the events listed in clause 9.1(c) to clause 9.1(k); and
- (f) give the Supplier such information as the Supplier may require from time to time relating to the Goods.

6.4 Subject to clause 6.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time:

4Links terms and conditions for the supply of goods.

- (a) it does so as principal and not as the Supplier's agent; and
- (b) title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.

6.5 At any time before title to the Goods passes to the Customer, the Supplier may:

- (a) by notice in writing, terminate the Customer's right under clause 6.4 to resell the Goods or use them in the ordinary course of its business; and
- (b) require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

6.6 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 9.1(b) to clause 9.1(d), or the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

Price and payment

7.1 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date of delivery.

7.2 The Supplier may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

- (a) any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- (b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
- (c) any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.

7.3 The price of the Goods:

- (a) excludes any applicable value added tax (**VAT**) which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice, customs, excise, sales taxes, export, import duties or other official taxes, charges, duties or levies, assessments and other fees of any kind imposed in respect of the purchase or import of the Goods which are imposed or charged by any competent fiscal authority in respect of the sale, exportation or importation of the Goods into the country in which the Customer is resident or delivery is to be effected or necessary to enable delivery of the Goods; and
- (b) is exclusive of the cost of obtaining or preparing any necessary export documents (including any necessary import, export or customs clearances, declarations or licences); and
- (c) is exclusive of postage, packaging, carriage, freight, handling or insurance and transport of the Goods, which shall be invoiced to the Customer. Port surcharges and other incidental charges are not included in the freight rate and will be for the Customer's account.

7.4 The Supplier may invoice the Customer for the Goods on or at any time after the completion of delivery.

7.5 The Customer shall pay each invoice submitted by the Supplier:

- (a) within 30 days of the date of the invoice or in accordance with any credit terms agreed by the Supplier and confirmed in writing to the Customer; and
- (b) in full and in cleared funds to a bank account nominated in writing by the Supplier, and

time for payment shall be of the essence of the Contract.

7.6 If the currency specified on an invoice is not pounds sterling the exchange rate used in preparation for the invoice will be that quoted by the Bank of England at the end of the Business Day immediately preceding the date of the invoice plus 2.5% to cover any resulting shortfall due to fluctuating exchange rate.

7.7 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 9, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 7.5 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

7.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or

4Links terms and conditions for the supply of goods.



withholding of tax as required by law in which case the provisions of clause 7.9 shall apply). The Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

7.9 If the Customer is required under any applicable law to withhold or deduct any amount from the payments due to the Seller, the Customer shall increase the sum it pays to the Seller by the amount necessary to leave the Seller with an amount equal to the sum it would have received if no such withholdings or deductions had been made.

Limitation of liability

8.1 References to liability in this clause 8 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

8.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence whether of the Supplier or the negligence of its employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- (d) defective products under the Consumer Protection Act 1987.

8.3 Subject to clause 8.2, the Supplier's total liability to the Customer shall not exceed the price of the Goods received by the Supplier from the Customer.

8.4 Subject to clause 8.2, the following types of loss are wholly excluded:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and
- (g) indirect or consequential loss.

8.5 Subject to clause 8.3, the Customer will indemnify the Supplier in respect of and hold the Supplier harmless against any and all claims made by third parties relating to the Customer's use of the Goods.

8.6 This clause 8 shall survive termination of the Contract.

9.1

Termination

Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if:

- (a) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within seven Days of that party being notified in writing to do so;
- (b) the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
- (c) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (d) (being an individual) the Customer is the subject of a bankruptcy petition or order; or
- (e) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 Days; or
- (f) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer; or
- (g) (being a company) a floating charge holder over the assets of the Customer has become entitled to appoint or has appointed an administrative receiver; or

4Links terms and conditions for the supply of goods.



- (h) a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer; or
- (i) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.1 (b) to clause 9.1 (h) (inclusive); or
- (j) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- (k) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

9.2 Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 9.1 (b) to clause 9.1(k), or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

9.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

9.4 On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt.

9.5 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

9.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

10. Dispute Resolution

If any dispute arises in connection with the Contract, the parties agree to enter into a binding mediation process to settle such a dispute and will do so in accordance with the Centre for Effective Dispute Resolution (**CEDR**) Model Mediation Procedure. Unless otherwise agreed between the parties within 14 days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing (**ADR**

notice) to the other parties to the dispute referring the dispute to mediation. A copy of the referral should be sent to CEDR. The mediation will start not later than 28 days after the date of the ADR notice. No party may commence any court proceedings in relation to any dispute arising out of the Contract until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

Force majeure

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for four weeks, the party not affected may terminate the Contract by giving 14 Days' written notice to the affected party.

General

12.1

Assignment and other dealings.

- (a) The Supplier may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.
- (b) The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

12.2

Confidentiality.

- (a) Each party undertakes that it shall not at any time, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.2(b).
- (b) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's

4Links terms and conditions for the supply of goods.



confidential information comply with this clause 12.2; and

- (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- (c) Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

12.3 Entire agreement.

- (a) The Contract constitutes the entire agreement between the parties.
- (b) Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- (c) In the event of a conflict between these Conditions, the Order Acknowledgement and any Specification, the Order Acknowledgement shall take precedence, followed by the Specification and then these Conditions.

12.4 Variation. No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12.5 Waiver.

- (a) Except as set out in clause 2.4, a waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- (b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

12.6 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 12.6 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

12.7 Notices.

- a) Any notice or other communication given to a party under or in connection with the Contract shall be in

writing (not including email), addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first-class post, recorded delivery or commercial courier.

- b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 11.7(a); if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

12.8 Third party rights.

The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

12.9 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

12.10 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

SCHEDULE 1 – SOFTWARE COMPONENT LICENSING AND SUPPORT TERMS

1. Software Component

1.1 Where the Goods include a software component, the provisions of this Schedule shall apply in addition to the Conditions.

1.2 The Customer acknowledges that certain Goods supplied under the Contract may incorporate a software component as part of the delivered product ("Software"). The Software forms an integral part of the Goods and is subject to the terms of this Schedule.

2. Licence Key Activation

2.1 The Software shall be activated by means of a licence key issued by the Supplier ("Licence Key"). The Licence Key will be provided to the Customer upon delivery of the Goods or, where applicable, upon receipt of full payment, whichever is the later.

4Links terms and conditions for the supply of goods.



2.2 The Licence Key is personal to the Customer and may not be transferred, shared, or otherwise made available to any third party without the prior written consent of the Supplier.

2.3 The Customer is responsible for the secure storage and use of the Licence Key. The Supplier shall not be liable for any loss, damage, or inability to activate the Software arising from the Customer's failure to keep the Licence Key secure.

3. Support Terms – Initial Support Period

3.1 The Supplier shall provide support for the Goods, including the Software component, for a period of one (1) year commencing on the date of delivery of the Goods or the date of activation of the Licence Key, whichever is the earlier ("Initial Support Period").

3.2 Support during the Initial Support Period is included within the purchase price of the Goods and no additional charge shall be payable by the Customer in respect of support services provided during this period.

3.3 Support provided during the Initial Support Period shall be available during Business Hours and shall include reasonable assistance with the installation, configuration, and operation of the Goods and the Software, including the use of API's and advice relating to the creation of applications (but shall not, for the avoidance of doubt, include the development of any other software or applications). Whilst the Supplier shall use reasonable endeavours to assist with any support issues as detailed above raised by the Customer, the Supplier does not represent, warrant or undertake that it will be able to satisfactorily resolve any such issue.

4. Support Terms – Post-Initial Support Period

4.1 Upon expiry of the Initial Support Period, any ongoing support for the Goods and/or the Software shall be subject to additional charges as agreed between the parties.

4.2 Details of the applicable support charges following the expiry of the Initial Support Period shall be set out in the Order Form for the relevant Goods. The Customer is encouraged to review the Order Form carefully to understand the support charges that will apply after the Initial Support Period.

4.3 The Supplier reserves the right to update its support charges from time to time. Any changes to support charges shall be notified to the Customer in accordance with clause 2.1 of the Conditions.

5. Grant of Licence

5.1 In consideration of the purchase price paid for the Goods, the Supplier hereby grants to the Customer a non-exclusive, non-transferable, revocable licence to use the Software solely in connection with the Goods and for the Customer's internal business purposes ("Licence").

5.2 The Licence is limited to the number of authorised users or permitted devices specified in the Order. The Customer shall not permit the Software to be used by more users or on more devices than as specified in the Order without obtaining the Supplier's prior written consent and paying any additional licence fees that may be required.

5.3 The Licence shall come into effect upon activation of the Licence Key in accordance with paragraph 2 of this Schedule and shall continue for the duration of the Initial Support Period or such other duration, if any, as is specified in the Order Acknowledgement, unless terminated earlier in accordance with paragraph 9 of this Schedule or the Conditions.

5.4 The Licence does not include any right to receive the source code of the Software, nor any right to use the Software in combination with any other software or hardware other than the Goods to which it relates, unless the Supplier expressly agrees otherwise in writing.

6. Licence Restrictions

6.1 The Customer shall not, and shall ensure that its employees, officers, contractors, and agents do not, other than as permitted by this clause 6.1:

- (a) copy, modify, adapt, translate, or create any derivative works based on or derived from the Software or any part of it, except as expressly permitted by applicable law;
- (b) reverse engineer, decompile, disassemble, or otherwise attempt to discover or derive the source code, object code, or underlying algorithms of the Software;
- (c) sub-licence, sell, resell, transfer, assign, distribute, or otherwise make the Software or any rights in it available to any third party;
- (d) rent, lease, lend, or provide access to the Software on a service bureau, time-sharing, or similar basis;
- (e) remove, obscure, or alter any copyright notice, trade mark, or other proprietary rights notice affixed to or contained within the Software;
- (f) use the Software in any manner that could damage, disable, overburden, or impair the Software or the Supplier's systems or networks;
- (g) use the Software for any unlawful, fraudulent, or malicious purpose, or in contravention of any applicable law, regulation, or third-party rights; or
- (h) attempt to gain unauthorised access to any system, network, or data in connection with the Software,

provided that nothing in this clause 6.1 shall prevent the Customer from using the Goods and the Software as a whole as a component of or incorporated into a product or service for the Customer's own use or to be delivered by the Customer to its own customers; and the Customer shall be entitled to grant to such customers a non-exclusive, non-transferable, non-sublicensable, revocable sublicense of the Software for the purpose of the receipt of such product or service, such sublicense being co-terminous with the Licence.

4Links terms and conditions for the supply of goods.



6.2 The Customer shall promptly notify the Supplier in writing if it becomes aware of any actual or suspected breach of the restrictions set out in this paragraph 6 and shall provide all reasonable assistance to the Supplier in connection with any action the Supplier may take in response to such breach.

7. Intellectual Property

7.1 The Customer acknowledges and agrees that all intellectual property rights in and to the Software, including all copies, updates, enhancements, modifications, and derivative works thereof (whether created by the Supplier, the Customer, or jointly), are and shall remain the exclusive property of the Supplier and/or its licensors.

7.2 Nothing in the Contract or this Schedule shall be construed as transferring, assigning, or otherwise conveying any ownership of or title to any intellectual property rights in the Software to the Customer. The Customer's rights in respect of the Software are limited solely to the Licence granted under paragraph 5 of this Schedule.

7.3 The Customer shall, at the Supplier's cost, take all such steps and execute all such documents as the Supplier may reasonably require to protect and enforce the Supplier's intellectual property rights in the Software.

7.4 The Customer shall promptly notify the Supplier in writing upon becoming aware of any actual, suspected, or threatened infringement of the Supplier's intellectual property rights in the Software, and shall provide all reasonable cooperation and assistance to the Supplier in connection with any action the Supplier may take to address such infringement.

7.5 The Supplier shall defend, indemnify, and hold harmless the Customer from and against any third-party claim that the Customer's use of the Software in accordance with the terms of this Schedule infringes any intellectual property right of a third party, provided that the Customer: (a) promptly notifies the Supplier in writing of any such claim; (b) grants the Supplier sole control of the defence and settlement of such claim; and (c) provides the Supplier with all reasonable assistance in connection therewith. This indemnity shall not apply to any claim arising from or in connection with any modification of the Software by the Customer or any use of the Software otherwise than in accordance with the terms of this Schedule.

8. Updates and Upgrades

8.1 During the Initial Support Period, the Supplier may, at its sole discretion, make available to the Customer updates, patches, or bug fixes to the Software including firmware ("Updates"). Where made available, Updates shall be provided at no additional charge to the Customer and shall form part of the Software for the purposes of this Schedule.

8.2 The Customer is responsible for installing any Updates made available by the Supplier. The Supplier shall not be liable for any failure, defect, or security vulnerability in the Software arising from the Customer's failure to install an Update within a reasonable time of it being made available.

8.3 Upgrades to the Software (being new versions or releases incorporating materially new or enhanced functionality) are not included within the scope of the Initial Support Period or any ongoing support arrangement. Any upgrade shall be subject to a separate written agreement between the parties and may be subject to additional licence fees and charges.

9. Termination of Licence

9.1 The Licence shall terminate automatically and without notice upon the termination or expiry of the Contract for any reason.

9.2 The Supplier may terminate the Licence immediately by written notice to the Customer if:

(a) the Customer commits a material breach of any term of this Schedule (including any of the restrictions in paragraph 6) and, where such breach is capable of remedy, fails to remedy it within seven (7) Days of receipt of written notice from the Supplier requiring it to do so; or

(b) the Customer becomes subject to any insolvency event as described in clause 9.1 of the Conditions.

9.3 Upon termination or expiry of the Licence for any reason:

(a) all rights granted to the Customer under this Schedule shall immediately cease;

(b) the Customer shall immediately cease all use of the Goods, including the Software and the Licence Key;

(c) the Customer shall, as directed by the Supplier, either destroy or return all copies of the Software in its possession or control (including any copies stored on its systems or devices) and, if requested by the Supplier, shall provide written certification that it has done so within fourteen (14) Days of the date of termination; and

(d) the Supplier shall be entitled to deactivate the Licence Key with immediate effect, without any liability to the Customer and the Customer acknowledges that the Goods will cease to function in the event that the Licence Key is deactivated.

9.4 Termination of the Licence shall not affect any accrued rights or liabilities of either party, nor shall it affect any provision of the Contract or this Schedule that is expressly or by implication intended to survive termination.

4Links terms and conditions for the supply of goods.



4Links Limited, 12 Shenley Pavilions, Chalkdell Drive, Shenley Wood, Milton Keynes MK5 6LB United Kingdom
www.4links.space | sales@4links.space

Registered in England & Wales | Company No. 03938960 | VAT GB 609 5299 14