

# SPECIFIC TERMS OF USE – SALES OF EQUIPMENT

## 1. Definitions

“Equipment” means the equipment manufactured by the Manufacturer and the software that may be integrated into this equipment.

“Publisher” means the publisher of the software integrated into the Equipment supplied by Arkadin.

“Manufacturer” means the supplier of the Equipment purchased by the Client.

## 2. Purpose

These Specific Terms of Use are attached to Arkadin’s Standard Terms and Conditions and their purpose is to set out the terms and conditions applicable to the sale of Equipment by Arkadin and, where applicable, its delivery and installation by Arkadin or one of its employees and agents. The Manufacturer’s warranty and liability for the Equipment and its maintenance are governed by the Manufacturer or distributor documentation available from Arkadin on request. The Client may order additional services in accordance with the commercial proposal issued by Arkadin.

## 3. Client’s obligations

The Client agrees:

- to maintain and use the Equipment in accordance with the instructions given by Arkadin and the Manufacturer and to use the Equipment for its intended purpose only;
- not to repair, adjust or modify the Equipment or arrange for third parties to carry out work on the Equipment without the express permission of Arkadin or the Manufacturer. However, the Client may make changes to the set-up of the Equipment to the extent permitted in the Manufacturer’s documentation, provided that the Client gives Arkadin immediate notice of the changes made; and
- to co-operate during the troubleshooting process by running the tests and implementing the troubleshooting procedures requested by Arkadin or included in the Manufacturer’s instructions and to allow Arkadin to implement remote troubleshooting procedures where necessary.

The Client acknowledges that it has received and reviewed the Publisher/Manufacturer documentation required for the use of the Equipment found in the original packaging or available on request and undertakes to comply with the terms and conditions thereof.

## 4. Site access and rules

The Client shall grant Arkadin and its employees and agents access to the Client’s premises to the extent necessary for the performance of the Contract, including for the installation, maintenance, collection or removal of the Equipment. Arkadin and its employees and agents will take all reasonable precautions during the installation and removal of the Equipment and will leave the premises clean and tidy. Arkadin and its employees and agents will comply with the site rules provided to them prior to their on-site work.

The Client will inform Arkadin of the standard practice and specific constraints of its business activity at the requirements specification stage. The Client will expressly perform its validation and acceptance duties as set out in the following clauses.

## 5. Delivery

The Equipment will be sent to the Client in the Manufacturer’s original packaging, at the address stated in the Service Order Form. Delivery times are approximate only, unless otherwise duly agreed between Arkadin and the Client.

Title to the Equipment will not pass to the Client until the price has been paid in full. Software integrated into the Equipment remain the exclusive property of the Publisher.

The risk associated with the Equipment will pass to the Client when the Equipment is delivered to the Client.

Accordingly, the Client undertakes to take out an insurance policy covering its civil liability risks including but not limited to any loss or damage (consecutive or not), whether material, immaterial or corporal which may result from the Equipment and the risks of loss, theft, damage or destruction covering the Equipment that have been delivered but not paid. The Client also undertakes to pay the corresponding premiums until the price has been paid in full.

If one of the above events occurs, the insurance compensation will automatically vest in Arkadin and will be deducted from the outstanding fraction of the price.

Until all of the sums owed to Arkadin have been paid, the Equipment must be recorded in the Client’s registers as property owned by Arkadin.

If a notice of seizure is received in respect of the Equipment before title to the Equipment has passed, the Client shall immediately:

- inform Arkadin, which will then take such steps as are necessary to recover the Equipment; and
- inform the relevant third parties in writing that Arkadin owns the Equipment.

If the Client fails to pay the full price by the due date, Arkadin will be entitled to demand a swift return of the Equipment by the Client to the address stated by Arkadin at the Client’s expense and risk.

## 6. Software user licence

The Publisher or Arkadin shall provide the Client with a non-exclusive and non-transferable licence to use all integrated software as detailed in the appropriate STU

## 7. Equipment acceptance and installation

The Equipment will be accepted when the Client signs the delivery slip at the place(s) of delivery. The Client undertakes to check the condition of the Equipment before signing the delivery slip, to allow it to file a complaint with the carrier in the event of damage in transit. If damage is discovered, the Client undertakes to notify detailed reservations to the carrier and to inform Arkadin immediately. If the Client takes possession of a delivery without marking any detailed reservations on the shipping documents, the Equipment will be deemed to conform to the order and to be in a good condition. If damage is subsequently discovered, Arkadin may not be held liable for

this damage and the Equipment will be treated as having been carried at the Client's own risk.

If Arkadin or its employees and agents install the Equipment at the Client's premises, Arkadin or its employees and agents will test the Equipment to check that it conforms to the order.

### **8. Equipment warranty**

Arkadin acts as a reseller of the Equipment. In this capacity, Arkadin does not provide any contractual warranty for the Equipment, other than the statutory warranty provided by applicable law. The Equipment sold by Arkadin is covered by a warranty on the terms and conditions decided by the Manufacturer, which are only enforceable against the Manufacturer. If the Manufacturer ceases to exist (in particular, if it ceases trading, is dissolved or is subject to insolvency proceedings), Arkadin may not be held liable under the manufacturer warranty for the Equipment.

For all intents and purposes, the Client is reminded that:

- The warranty does not cover defects caused by accidental or deliberate damage, external interference or maintenance carried out by unauthorised third parties.
- Manufacturer warranties commence on the date on which the Equipment leaves the premises of the Manufacturer or its distributor unless more favourable conflicting provisions are stated in the terms of the Manufacturer's warranty.
- If the Client identifies a defect in the Equipment during the period of validity of the Manufacturer's warranty, the Client must first contact Arkadin and then return the defective Equipment in its original packaging to the address provided by Arkadin, at the Client's expense and risk, unless a specific procedure has been implemented by the Manufacturer and communicated to the Client. If the cause of the defect is covered by the Manufacturer's warranty, it will be replaced or repaired in accordance with the terms of the Manufacturer's warranty. If no defect is found, or if the cause of the defect is not covered by the Manufacturer's warranty, Arkadin will return the Equipment to the Client and charge the Client for the shipping costs incurred.
- As a general rule, if a defect arises covered by this clause, the parties will work together in good faith to find a temporary workaround to be used until a permanent solution has been implemented.

### **9. Additional services**

During the performance of the Contract, the Client may ask Arkadin to provide additional services, as set out in the Arkadin standard services catalogue.

Arkadin will not commence the provision of the additional services requested by the Client until the Client has formally accepted the corresponding quote issued by Arkadin.

### **10. Additional charges**

The Equipment will normally be delivered on a business day and additional charges will be billed to the Client for any request to deliver during non-business hours.

#### Cancellation charges

If the Client cancels an order before delivery, Arkadin reserves the right to bill cancellation charges, depending on the date of cancellation, which may include, in particular:

- order processing and handling costs;

- Equipment return costs; or

Arkadin will endeavour to mitigate these costs. Notwithstanding the provisions of this clause, Arkadin will not accept a cancellation request submitted by the Client for Equipment that has already been delivered or is in the process of being delivered by the Manufacturer, the distributor or Arkadin. In such a case, the Client shall pay the full prices stated for the Equipment in the Service Order Form.

If the Client delays or prevents the delivery of the Equipment, Arkadin may bill additional reasonable charges to cover all costs incurred by Arkadin as a result thereof.

### **11. Waste electrical and electronic equipment**

Any electrical and electronic equipment (hereinafter the "EEE") sold to the Client pursuant to the Contract is classified as EEE for professional use under Directive 2012/19/EU.

Statutory provisions govern the collection and treatment of waste electrical and electronic equipment (hereinafter, the "WEEE"), as presented below.

Through a collection system managed by a waste management company, Arkadin arranges and finances the collection and selective treatment of professional WEEE placed on the market after 13 August 2005 or replaced with equivalent equipment or equipment with the same function.

The Client undertakes to contact Arkadin at the end of the EEE's service life to obtain information on the solutions available for the collection and treatment of the WEEE sold under this Contract.

If the Client decides to treat the WEEE directly, the Client agrees to do so at its own expense and releases Arkadin from all liability in the event that the waste is discarded in an improper manner. In such a case, the Client will fulfil the obligations arising from Directive 2012/19/EU imposing an environmentally-friendly management of the WEEE.

The Client undertakes to forward this information to any subsequent purchaser of the EEE along with the tracking documents for the end-of-life management to be supplied by Arkadin or its waste management company.

### **12. Applicable Law**

The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Contract.