



## Standard Terms and Conditions of Sale

The terms and conditions ("Terms") set forth below together with the Quote or Statement of Work (as defined below) constitute the entire agreement between NTT United Kingdom Limited ("NTT UK") and Client ("Client" and "you") with respect to the Products and Services to be supplied to Client. If Client issues any form of order ("Order") to NTT UK authorising the purchase of Products and Services, it is agreed such Order is issued solely to accept NTT UK's offer in a valid quote or Statement of Work and to confirm the purchase of the specified Products and Services and their prices. No other terms and conditions specified or pre-printed on any Client forms shall add to or modify these Terms and/or any related documentation provided with the Products and Services purchased.

### 1. Definitions and Interpretation

**"Controller, Data Controller"** has the meaning set out in the Data Protection Legislation in force at the time.

**"Data Protection Legislation"** means all applicable privacy and data protection laws including the General Data Protection Regulations ((EU) 2016/679) (GDPR) and any applicable national implementing laws, regulations and secondary legislation in England and Wales relating to the processing of personal data and the privacy of electronic communications, as amended, replaced or updated from time to time, including the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) (Privacy Regulations) as amended by the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011 (SI 2011/1208), the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2015 (SI 2015/355) and the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2016 (SI 2016/524).

**"Data Subject"** means an individual who is the subject of Personal Data.

**"Expedited Delivery"** means shipment to a Client site sooner than the earliest date of availability from the manufacturer.

**"party"** means either Client or NTT UK as the context may dictate and **"parties"** shall mean both of them collectively.

**"Personal Data"** has the meaning set out in the Data Protection Legislation.

**"Processor, Data Processor"** has the meaning set out in the Data Protection Legislation.

**"Product"** means any hardware, software or other products to be supplied from third party manufacturers as detailed in a Quote or Statement of Work attached hereto;

**"Services"** means the services to be supplied by NTT UK to Client as detailed in a Quote or Statement of Work attached hereto;

**"Quote"** or **"Statement of Work"** means a document forming part of these Terms that details Products and Services to be provided and the terms relating to their supply;

**"Support Services"** means the support and maintenance services to be provided by NTT UK or its subcontractor for the Products stated in a Quote.

### 2. Data Protection

**2.1** In these Terms (a) the Client is the Controller and NTT UK is the Processor; and (b) the types of Personal Data and categories of Data Subject which will be processed, the nature and purpose of that processing and the duration of that processing are as set out below:

- (a) approve, manage, administer or effect the services agreement between the parties;
- (b) meet the compliance obligations of NTT UK;
- (c) for the purpose of verifying Client's credit worthiness, check for any misconduct including but not limited to financial crime (which includes money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and any act or attempt to circumvent or violate any law relating to these matters) risk management activity (which will include making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming their identity and status);
- (d) if applicable, collect any amounts due and outstanding from you;
- (e) if applicable, conduct credit checks and obtaining or providing credit references;
- (f) enforce or defend our rights and
- (g) verify your identity.

**2.2** In carrying out these purposes we may transfer and disclose your information to:

- (a) any member of NTT UK;
- (b) any sub-contractors, agents, advisers or service providers of NTT UK (including their employees, directors and officers);
- (c) any regulatory authorities of NTT UK;
- (d) credit reference agencies and other companies for use in credit decisions, fraud prevention and to pursue debtors wherever located, including in jurisdictions which do not have data protection laws providing the same level of protection as the jurisdiction in which you are based. Your information will be

protected by appropriate security and technical measures to keep your information secure. Such information may be transferred to a place outside the country of your residence.

**2.3** In relation to the processing of Personal Data, NTT UK shall:

(a) only process Personal Data in accordance with the your written instructions from time to time (which may be specific instructions or standing instructions of general application in relation to the Services, whether set out in these Terms or otherwise notified to NTT UK), unless such processing is required by any law (other than contract law) to which NTT UK is subject, in which case NTT UK shall (to the extent permitted by law) inform you of that legal requirement before carrying out the processing;

(b) immediately notify you if it considers that your instructions are in breach of the GDPR or other EU member state laws; and

(c) keep a written record of all such processing activities which shall include the information required to be kept under Article 30(2) of the GDPR.

**2.4** In relation to the security and confidentiality of the Personal Data, NTT UK shall:

(a) ensure that it has in place appropriate technical and organisational measures to ensure a level of security for the Personal Data which is appropriate to the risks to individuals that may result from the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Personal Data; and  
(b) ensure that only those NTT UK personnel who need to have access to the Personal Data are granted access to such data and only for the purposes of the performance of this agreement and all of NTT UK's personnel required to access the Personal Data are informed of the confidential nature of the Personal Data, comply with the obligations set out in this Clause, and are bound by appropriate confidentiality obligations when accessing the Personal Data.

**2.5** If NTT UK becomes aware of a Personal Data breach, it shall notify you without undue delay on becoming aware of such a breach and shall provide you with full co-operation and assistance to enable you to comply with its obligations under the Data Protection Legislation.

**2.6** On the expiry or termination of these Terms, NTT UK shall, without prejudice to and in addition to its obligations shall securely and permanently destroy all copies of Personal Data in its possession or control unless NTT UK is required by law to retain any copies of such data. For the purposes of this Clause you shall be the Controller in relation to any such retained Personal Data and shall process it solely as necessary to comply with your obligations under the GDPR.

### 3. Price and Payment

**3.1** NTT UK may vary its own or a manufacturer's published prices from time to time. Any price change is effective immediately upon NTT UK giving written notice thereof to the Client, save that NTT UK will honour the prices in any Quote for a period of fourteen (14) days from the date of such Quote.

**3.2** All prices quoted for Products and Services are exclusive of VAT or any other applicable taxes, and all costs and charges in relation to packaging, loading, unloading, delivery and insurance charges or duties of any kind that shall be paid in addition to the prices for the Products and Services, unless stated otherwise. NTT UK is registered for Value added Tax in the United Kingdom and the Netherlands. Goods delivered domestically to locations within the Netherlands may be subject to Dutch Value Added Tax.

**3.3** Client shall pay all undisputed invoices within thirty (30) days of invoice date.

**3.4** NTT UK reserves the right to charge interest at the HSBC Bank base rate plus two percent (2%) on all invoices that are overdue for payment, from the first day overdue to the date paid. Client shall pay any collection or legal fees incurred by NTT UK in settling any past due invoices.

**3.5** Client may not make any deduction or set off or withhold payment for any reason. Any dispute over an invoiced amount shall be limited to the individual line item in dispute and all other items shall be paid within the thirty (30) day payment term. If the disputed item is identified as a valid claim, a credit note will be raised. NTT UK may set off any sum owed to Client by NTT UK against any sum owed to NTT UK by Client.

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**3.6** NTT UK may suspend any or all of the Services or supply of Products on seven (7) days written notice to Client if any payment is overdue by more than seven (7) days. NTT UK may require payment in advance for future supply of Products or provision of Services.

**3.7** NTT UK reserves the right to vary the quoted price of Products and Services, by giving notice to Client at any time before acceptance of the Order, to reflect any variations in foreign exchange currency rates greater than two percent (2%) that have occurred between the date of the Quote and the date of the Order.

### 4. Products

**4.1 Delivery:** Client shall provide all information necessary for NTT UK to deliver Products to Client's delivery site. Estimated lead times for delivery or any date quoted by NTT UK to deliver Products is a good faith estimate only, unless agreed otherwise in writing. A delivery note signed by Client shall be proof of receipt of Products by Client.

**4.2 Expedited Delivery.** Client may request Expedited Delivery of Products. If NTT UK accepts such request, NTT UK will charge a fee that shall be a minimum of two percent (2%) of the price for the Product(s) for which Expedited Delivery is requested, unless specified otherwise on the applicable Quote (UK only). Fees for Expedited Delivery outside of the UK, if available, will be agreed by NTT UK at the time of a request. In such event Products ordered will be supplied as quoted by NTT UK, though in some cases distributor part numbers may not match the manufacturer part numbers. Products delivered will be at the standard operating system revision level as supplied by the distributor.

**4.3** Risk of damage or loss of Products shall pass to Client upon delivery.

**4.4** Ownership of the Products shall pass to Client when NTT UK receives payment in full for such Products. Until ownership passes to Client, Client shall hold the Products as NTT UK's fiduciary agent and as bailee and Client may not resell the Products and shall store the Product separate from any other equipment and in such a way that they remain readily identifiable as NTT UK's property and maintain the Products in satisfactory condition. This right to possession shall terminate immediately if Client compromises or attempts to compromise the debts owing by it to its creditors generally; or an order placing Client under judicial management for its final or provisional liquidation is granted or the proposing of any resolution for voluntary winding-up, other than for reasons of a bona fide restructuring. If Client fails to pay any monies when due for Products or upon termination of Client's right to possession, NTT UK shall take necessary steps to recover possession of Products and/or the value of outstanding invoices. Client must give notice to NTT UK within seven (7) days of delivery of the Products of any damage to the Products, failing which the Order shall be deemed delivered undamaged and accepted and NTT UK is discharged from any liability in respect of the Products.

**4.5** Client agrees to comply with all applicable laws and regulations governing use and export of Products and technology supplied by NTT UK, including without limitation those of the United States, the United Kingdom and the European Union ("**Export Controls**"). Client is responsible for obtaining all necessary authorisations, permits or licenses in relation thereto and acknowledges its responsibility to inform itself in matters relating to compliance with Export Controls. If Client intends to re-sell and / or re-export the Products, Client will ensure that the Products are not re-exported to any destination which is subject to restrictions or prohibitions under Export Controls. Client shall be solely responsible for the use of any data and documents provided by NTT UK to file customs declarations or other applications and statements to the authorities and administrations. NTT UK accepts no liability for any delivery delays caused as a result of compliance by either party with Export Controls.

### 5. Warranty

**5.1** NTT UK shall pass on to Client all Products' respective manufacturers' warranties as is legally and contractually permissible for NTT UK to pass on, resell or assign to Client. These will be made known to Client in documents supplied by NTT UK or the manufacturer or as otherwise published or made known to Client.

**5.2** NTT UK makes no representation, undertaking, warranty, condition or any other commitment in relation to Products other than those that may not be lawfully excluded.

**5.3** In the event that any advice provided to the Client by NTT UK is provided free of charge then such advice is provided "as is" without any warranty of any kind and NTT UK shall have no liability in relation thereto.

### 6. Cancellation.

**6.1** When placing an Order, the Client must have first satisfied itself that the content of such an Order is appropriate for its purpose. Any Client request to

cancel or modify a Client Order may be subject to cancellation charges, subject to the policies and procedures of the applicable manufacturer.

**6.2** Client agrees to pay all costs, expenses and fees incurred by NTT UK from the manufacturer, the supplier and/or its shippers as a direct result of any such cancellation or modification. Client may be required to pay the full Product purchase price if the applicable manufacturer and/or supplier will not permit cancellation and/or modification of a corresponding order issued by NTT UK.

### 7. Returns Policy.

**7.1** Defective Products returned as dead on arrival, under warranty or non-compliant with ordered specifications, will be directly replaced at manufacturer's or NTT UK's cost.

**7.2** Any applicable returns credit shall be subject to the returns policies and procedures as defined by the manufacturer with the exception of defective Products, or Products that are non-compliant with the Client Order. Such returns policies shall be provided upon request.

**7.3** No credit for Products delivered to Client will be issued by NTT UK without the manufacturer's prior written approval. Such approval, when provided, will be in the form of a written Return Material Authorization ("RMA"), which must accompany the returned items. All RMAs issued are valid for seven (7) days from the date the RMA is issued, after which time the RMA will be cancelled. Client will comply with all RMA requirements including but not limited to the return of the applicable Products within the specified time period.

**7.4** Client agrees to reimburse NTT UK for any and all additional costs sustained by NTT UK, including any restocking fee imposed by Product manufacturer as a result of Client's return of ordered Products properly delivered to Client. Returned Products must be in the original shipping cartons, undamaged, unused and unaltered. Products received without an RMA or in a condition other than described shall entitle NTT UK to refuse the return of the Products or to impose additional charges which the Client agrees to pay.

**7.5** Software that has been opened or downloaded and that is not part of a returned Product is not returnable. All shipments of returned Products must be shipped prepaid by Client to NTT UK's or manufacturer's warehouse location specified in the RMA. Upon receipt of the returned Products, NTT UK will inspect them for compliance with the conditions for proper return. A credit for properly returned Products, less any restocking fees and other charges and costs incurred, will be entered against the original invoice for the ordered Products.

**7.6 Returns Policy – Cisco Technology Migration Program.** All Trade in Products shall be received at the following designated location: CTMP Returns, NTT UK, Unit 1005, Lime Court, Manor Park, Stuart Road, Runcorn, Cheshire, WA7 1UL at the Client's risk and expense within sixty (60) days of the shipment date of the final new Product on the Client's Order. Client will be invoiced for the gross amount of the new Product Order value and a credit note for the Trade in Product will be issued within thirty (30) days of the receipt, verification and measurement of the RMA being closed by Cisco.

### 8. Software and Intellectual Property.

**8.1** Software supplied to Client as part of the Products may be subject to an End User Licensing Agreement ("EULA") direct from the manufacturer or supplier, that takes precedence over these Terms. NTT UK makes no warranties or representations as to the ownership, use or operation of Software supplied as part of the Products.

**8.2** Any software, documentation or other items containing intellectual property ("IP") supplied to Client and not subject to a manufacturer's or supplier's EULA, is supplied to Client on licence terms that are described in a Statement of Work, Quote or specification, and if not so described elsewhere, are subject to a non-exclusive, non-transferable licence to use such IP solely for Client's internal business purposes to such extent as is necessary to enable the Client to make reasonable use of the Products and Services. All licences for IP terminate on cancellation or termination of these Terms or of the relevant contract formed under these Terms by the Client accepting a valid Quote or Statement of Work, and Client shall return or destroy all such IP at NTT UK's discretion. The Client acknowledges that any and all IP rights created, subsisting or used in or in connection with the Products and/or Services including all documentation and manuals relating thereto are legally and/or beneficially owned by NTT UK or NTT UK's suppliers.

**8.3** No title or ownership of software Products or any third-party software licensed to the Client under this Contract is transferred to the Client under any circumstances.

**8.4** The Client hereby acknowledges that it is its sole responsibility to comply with any licence terms and conditions attached to third party Software supplied and delivered by NTT UK (including (if required) the execution and return of a third-party Software licence. The Client is hereby notified that failure to comply

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with such terms and conditions could result in the Client being refused a software licence or having the same revoked by the proprietary owner. The Client further agrees to indemnify NTT UK in respect of any costs, charges or expenses incurred by NTT UK as the result of any breach by the Client of such terms and conditions.

### 9. Services.

**9.1 Service Warranty.** NTT UK warrants the Services shall be provided by appropriately qualified individuals in a professional and workmanlike manner and in conformance with generally accepted industry standards and practises. NTT UK warrants that its Services shall materially conform to their description as detailed in the relevant Statement of Work on delivery. Clients' exclusive warranty remedy is for the rectification of any material non-conformance of the Service at no charge to the Client, provided that it is reported to NTT UK within thirty (30) days of delivery. Client will cooperate fully with NTT UK and allow such reasonable access for NTT UK to perform its obligations under these Terms. NTT UK gives to Client the same End of Life undertakings which are in turn given to NTT UK by the manufacturer or supplier of the Product concerned.

**9.2 Support Services.** Service will commence on completion of the deployment process for an agreed term and will continue indefinitely thereafter unless either party gives the other party not less than ninety (90) days' notice of its intention to terminate the Support Service, such notice to be effective at the expiry of any agreed term or any annual renewal thereafter. NTT UK will advise Client of any variation to the service terms and charges for any renewals beyond the initial agreed term.

**9.3** Up to forty-five (45) days should be allowed for completion of the deployment process to enable NTT UK to load Product details on to NTT UK systems and permit manufacturers and third parties to position the necessary skills and spare parts for the provision of the Services. During the deployment process, NTT UK may provide restricted Services to the Client on a reasonable endeavours basis but on the understanding that such Services are not subject to any SLA's and/or Service Credits during the forty-five (45) day deployment process.

**9.4** Client shall provide a valid serial number for all pre-owned Products for which Support Services are ordered. Products without a serial number may not be supported by the manufacturer and all stated service levels are invalidated for such Products.

**9.5** Support Services do not cover repairs or damage to supported Products due to any use or events outside the normal operating conditions of the applicable Product, nor due but not limited to:

- (a) external causes including natural disaster, fire, accident, neglect, misuse, theft, vandalism, water, lightning, power surge or spike;
- (b) the use with or connection of supported Products to items not approved by NTT UK;
- (c) the performance of maintenance or attempted repair to supported Products by persons other than NTT UK or as authorised by NTT UK;
- (d) damage during relocation, transportation or refurbishment not carried out by NTT UK.

Support Services do not cover restoration of lost data, though NTT UK will restore Client's backup data to repaired or replaced Products.

**9.6** Any third-party maintenance or Support Services resold by NTT UK, including but not limited to Cisco SMARTnet, are subject to the terms and conditions for such services direct from the provider. NTT UK is not a party to any such third-party terms and conditions.

### 10. Professional Services.

**10.1** NTT UK will supply the professional Services as documented in any Quote or Statement of Work. NTT UK will use its reasonable endeavours to perform the Services by the date agreed but will not be liable for any delays in performance caused by matters beyond its control.

**10.2** Any software or other written deliverable shall materially conform to any specification provided for it, or if no such specification exists, will be provided on an 'as is' basis.

**11. Acceptance.** Unless the Client gives NTT UK written notice of any aspect of the Services or a deliverable created during the performance of the Services which is alleged by the Client not to be in conformance with these Terms or any applicable specifications, within seven (7) days of the date of performance of those Services or delivery of that deliverable, then Client is deemed to have accepted those Services or that deliverable on performance or delivery. Where the Client puts a deliverable to commercial use, it is deemed to have accepted that deliverable and the Services performed in relation to that deliverable on the first day of such use, whether a notice of the kind contemplated by this clause is given to NTT UK as required.

### 12. Security Testing Services.

**12.1** "Security Testing Services" means controlled electronic probing of hardware and software in the form of either a vulnerability assessment or an agreed penetration test.

Where NTT UK is providing Security Testing Services, the Client authorises NTT UK to access data or software on the Client system(s) where necessary to properly perform the Services.

**12.2** The Client acknowledges that, in providing the Security Testing Services, NTT UK may circumvent access controls or access protected data; inadvertently modify, alter, corrupt, erase or destroy data or software stored on or accessible via the system under test; or interfere with, disrupt, interrupt or obstruct the relevant system or the Client's business or operations and, for the avoidance of doubt, the Client authorises NTT UK to do all such acts consistent with the Statement of Work in relation to the provision of the Security Testing Services. The Client acknowledges that the security of the relevant system is and will remain the responsibility of the Client. The Client acknowledges that the information contained in any security-related report provided by NTT UK is sensitive and confidential information and that it should be kept secure at all times.

**12.3** If the consent, approval or authority of a person other than the Client is required for NTT UK to provide the Security Testing Services, the Client warrants that it will obtain that consent, approval or authority before NTT UK commences provision of that part of the Security Services for which the consent, approval or authority is required.

### 13. Warranty Disclaimer.

**13.1** Except as set forth in these Terms, NTT UK excludes to the fullest extent permitted by law any and all representations, warranties, conditions and any other terms and remedies, whether express or implied, statutory or otherwise, including but not limited to the conditions of satisfactory quality and fitness for any particular purpose and excludes to the fullest extent permitted by law any warranty of non-infringement.

**13.2** NTT UK will not be liable for, or in respect of, any loss or damage caused by, or resulting from, any variation (for whatever reason) in the manufacturer's specifications or technical data and will not be responsible for any loss or damage resulting from curtailment or cessation or supply following such variation. NTT UK will endeavour to advise the Client of any such impending variation as soon as it receives notice from the manufacturer.

### 14. Limitation of Liability.

**14.1** NTT UK does not limit its liability for death or personal injury due to its negligence, nor for fraud, or where its liability may not be limited by law.

**14.2** To the fullest extent permitted by applicable law, the aggregate liability of NTT UK to the Client for all causes of action under these Terms whether arising from breach of contract, tort, negligence, under an indemnity, warranty or otherwise shall not exceed 50% (fifty percent) of the charges paid or payable for the respective Goods and/or Services in the previous 12 (twelve) months of the relevant Quote or Statement of Work to which the claim relates.

**14.5** In no event shall NTT UK be liable for any incidental, indirect, special or consequential loss or damages including but not limited to (i) loss of profits; revenues or income (ii) loss of use or business interruption; (iii) loss of or corruption of data, (iv) loss of goodwill, reputation, bargain or opportunities or anticipated savings, (v) exemplary or punitive damages in each case whether direct, indirect or consequential.

### 15. Confidentiality.

**15.1** The Party receiving Confidential Information (the "Receiving Party") acknowledges that the Confidential Information is confidential to the party disclosing Confidential Information (the "Disclosing Party") and is not in the public domain.

**15.2** The Receiving Party agrees to:

- (a) protect the Confidential Information and not reveal or disclose it to any other party;
- (b) only use the Disclosing Party's Confidential Information for the performance of its obligations and responsibilities under these Terms.
- (c) only disclose the Confidential Information to its personnel on a need-to-know basis; and
- (d) obtain promises of confidentiality from those personnel who are granted access to the Confidential Information.

**15.2** These obligations do not apply to any Confidential Information that:

- (a) was lawfully in the public domain at the time of disclosure or lawfully becomes available to the general public afterwards;
- (b) was lawfully known by the Receiving Party at the time it was received;

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(c) was independently developed by the Receiving Party before the time it was received;

(d) was lawfully given to the Receiving Party by a Third Party; or

(e) was disclosed in order to comply with a court order or other legal duty, provided that the Receiving Party must only disclose the minimum Confidential Information: (i) required to comply with the court order or other legal duty; and (ii) after having provided as much notice to the other Party as is reasonably practical in the circumstances.

15.3 Each party must use the same degree of care that it uses to protect its own Confidential Information of a similar nature and value, but in no event less than a reasonable standard of care.

15.4 In the event of a breach by the Receiving Party of any confidentiality obligation, the Receiving Party acknowledges that damages may be inadequate compensation and, subject to the court's discretion, the Disclosing Party may restrain, by an injunction or similar remedy, any conduct or threatened conduct which is or will constitute such a breach.

15.5 These confidentiality obligations will remain valid for a period of 3 (three) years after the expiry or termination of the Terms.

## 16. Termination.

16.1 NTT UK may forthwith terminate these Terms if Client compromises or attempts to compromise the debts owing by it to its creditors generally; or an order placing Client under judicial management for its final or provisional liquidation is granted or the proposing of any resolution for voluntary winding-up, other than for reasons of a bona fide restructuring.

16.2 NTT UK is entitled to refuse an Order from Client should NTT UK have reasonable cause to believe that Client will be unable to pay for such Order.

16.3 NTT UK may terminate these Terms, or any individual contract formed under these Terms:

(a) if any payment is overdue for more than seven (7) days by giving seven (7) days' written notice of its intention to terminate, if payment is not received before expiry of the notice period; or

(b) Client is in breach of any material aspect of these Terms or an individual contract and fails to remedy such breach after being given thirty (30) days' notice to remedy the breach.

16.5 Client may terminate these Terms, or any individual contract formed under these Terms if NTT UK is in breach of any material aspect of these Terms and fails to remedy such breach after being given thirty (30) days written notice to remedy such breach.

16.6 Except in the event of material breach by NTT UK, upon termination by Client, NTT UK shall be entitled take possession of all Products which have not been paid for in full, retain all monies already paid by Client and claim compensation from Client for all and any loss and/or damage suffered by NTT UK, together with all legal costs incurred as a result of such termination.

16.7 Termination howsoever or whenever occasioned shall be subject to any rights and remedies the Parties may have under these Terms or in law, and the clauses of these Terms shall (in so far as they remain relevant) survive termination.

## 17. General.

17.1 **Delay.** The Client shall provide to NTT UK without charge or delay on request, all assistance, information and data as may be reasonably requested for the purpose of enabling NTT UK to undertake its obligations under these Terms. Where any delay arises due to an act or omission by Client, its agents, or any third parties of Client, as a result of which NTT UK incurs additional costs in performing the Services, then Client shall reimburse NTT UK for such additional costs.

17.2 **Force Majeure.** Neither party shall be liable to the other for any delay or failure in performing its obligations under these Terms to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, and which by its nature could not have been reasonably foreseen by such party or, if it could have been foreseen, was unavoidable.

17.3 **Non-Solicitation.** For a period of twelve (12) months after delivery of any Service or the expiry of these Terms, neither party will solicit the employment or services of any personnel of the other party that have been engaged in the performance of any Contract. The foregoing restriction shall not apply to personnel who respond to general advertising or recruitment activity.

17.4 **Validity.** If any of these terms and conditions is held by any competent authority to be unenforceable, invalid or illegal in whole or part, the validity of the remaining terms and conditions and the remainder of the provision in question shall remain in full force and effect.

17.5 **Waiver.** No waiver by either party of any of these Terms shall be considered a waiver of any subsequent breach of the same or any other term or condition.

17.6 **Rights of Third Party.** Unless expressly provided for herein, no terms and conditions are enforceable pursuant to the Contract (Right of Third Parties) Act 1999 by any person who is not party to it. Client may not assign any of its rights or obligations under these Terms.

17.7 **Notices.** All notices which are required to be given under these Conditions shall be in writing and shall be sent to the address of the recipient set out in these Conditions or such other address as the recipient may designate by notice given in accordance with this clause 13.5. Any such notice may be delivered personally, by first class pre-paid letter (airmail if overseas), by electronic mail or facsimile transmission

17.8 **Variations.** Any variations to these Terms shall be in writing.

17.9. **Counterparts.** These Terms may be executed in any number of counterparts each of which, when executed, will constitute a duplicate original, but all the counterparts will together constitute one and the same agreement.

17.10 **Survival.** Notwithstanding termination of this Agreement any clause which, from the context, contemplates on-going rights and obligations of the Parties, shall survive such termination and continue to be of full force and effect;

17.11 **Subcontracting.** It is recorded that NTT UK shall be entitled to subcontract certain of the Services to third parties, provided that NTT UK shall remain liable to the Client for the provision of the Services, notwithstanding the fact that such Services have been subcontracted.

17.12 **Independence.** Nothing in these Terms will be deemed to establish any partnership or joint venture between any of the Parties or authorise any Party to make or enter into any commitments for or on behalf of any other Party, as agent or otherwise. Each Party confirms it is acting on its own behalf and not for the benefit of any other person, except as may be expressly provided for in the Agreement.

## 18. Assignment.

18.1 Client may not assign or delegate any right or obligation under these Terms in whole or in part, without NTT UK's prior written consent.

18.2 NTT UK may assign or delegate any right or obligation under these Terms in whole or in part, without Client's prior written consent.

## 18. Law and Jurisdiction.

18.1 These Terms and any dispute or claim arising out of or in connection with them or its subject matter or formation (including non-contractual disputes or claims) shall be governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English Courts who shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or its subject matter or formation (including non-contractual disputes or claims). The parties agree that the United Nations convention on contracts for the International Sale of Good shall not apply to these Terms.

18.2 **Compliance with Laws**

The parties agree to comply with all applicable laws and regulations relating to the performance of their obligations under these Terms including but not limited to anti-bribery and anti-corruption ("Antibribery Laws"), including without limitation the Bribery Act; and the Modern Slavery Act 2015.

18.3 The parties agree not to engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 and shall have and maintain its own policies and procedures to ensure its compliance.

For and On Behalf of  
**Client:...**

Signed:.....

Name:.....

Date:.....

For and On Behalf of  
**NTT United Kingdom Limited**

Signed:.....

Name:.....

Standard Terms and Conditions of Sale

Date:.....