

**ADDENDUM - TERMS AND CONDITIONS FOR HARDWARE  
SALES**

**1. RISK AND TITLE**

- 1.1 Notwithstanding delivery and the passing of risk in any Hardware, title in the Hardware shall not pass to Customer until Arkessa has received in full (in cash or cleared funds) all sums due to it in respect of such Hardware.
- 1.2 Until title has passed to Customer, Customer shall:
- (a) hold the Hardware on a fiduciary basis as Arkessa's bailee;
  - (b) maintain the Hardware in satisfactory condition and keep it insured at Customer's own expense for its full price against all risks to the reasonable satisfaction of Arkessa;
  - (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Hardware; and
  - (d) permit, and procure that any third party which holds such Hardware shall permit, access to Arkessa's employees, agents and contractors to enter any premises where any Hardware is stored to inspect the Hardware or to recover it.
- 1.3 Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Hardware which remain the property of Arkessa but, if Customer does so, all monies owing by Customer to Arkessa shall (without prejudice to any other right or remedy of Arkessa) immediately become due and payable.
- 1.4 Arkessa reserves the immediate right of repossession of any Hardware which has not been paid for to which Arkessa has retained title. Such right shall be exercisable at any time after delivery or collection of the Hardware. Arkessa may use or dispose of such Hardware as it wishes.

**2. DELIVERY**

- 2.1 Arkessa shall notify Customer promptly after receipt of an Order of the expected delivery dates for the Hardware. Arkessa shall use reasonable endeavours to deliver each of Customer's orders for the Hardware on the notified date(s) but the time of delivery shall not be of the essence.
- 2.2 The following delivery terms apply to any Hardware supplied by Arkessa:
- (a) Hardware sent to an address within the UK or EU will be supplied DAP (Customer's address) (INCOTERMS 2020) except that all risk of damage to, or loss of, such Hardware shall pass to the Customer when the Hardware has been dispatched; and
  - (b) Hardware sent to an address outside the UK and EU will be supplied FCA (Hardware manufacturer's factory) (INCOTERMS 2020).

- 2.3 Arkessa may fulfil an Order for Hardware in one or more deliveries.
- 2.4 If Customer fails to take delivery of any one or more instalments of Hardware delivered in accordance with the Agreement, Arkessa shall store the Hardware at its own premises or at another suitable location and (except where such failure to accept delivery is a result of a Force Majeure Event) may charge Customer for its reasonable costs for storage and transportation of the Hardware between Customer's or Arkessa's premises (as the case may be) and the storage site.

**3. DEFECTS**

- 3.1 Customer shall, within five (5) Business Days of the arrival of each delivery of the Hardware, notify Arkessa in writing of any defect by reason of which Customer alleges that the Hardware delivered is not in accordance with any relevant specification and which should be apparent on reasonable inspection.
- 3.2 If Customer fails to give any notice pursuant to paragraph 3.1 then, except in respect of any defect which is not one which should be apparent on reasonable inspection, the Hardware shall be conclusively presumed to be in all respects in accordance with any relevant specification, and accordingly Customer shall be deemed to have accepted the delivery of the Hardware in question.
- 3.3 If Customer rejects any Hardware which are not in accordance with any relevant specification, Arkessa shall within a reasonable time of being requested to do so by Customer either (a) supply replacement Hardware which are in accordance with the relevant specification (in which event Arkessa shall not be deemed to be in breach of the Agreement or have any further liability to Customer in respect of such Hardware) or (b) shall notify Customer that it is unable to do so (in which event Arkessa shall be under no further obligation to supply the relevant Hardware).

**4. WARRANTIES**

- 4.1 Arkessa does not manufacture the Hardware. Arkessa does not give any warranties in relation to the Hardware but Arkessa shall pass the benefit of any manufacturer's warranty to the Customer.
- 4.2 To the maximum extent permitted by applicable law, other than those warranties which are set out in the Agreement, all conditions, warranties and representations, whether express or implied, are excluded, other than those which are contained in accompanying documentation/packaging. In particular, Arkessa does not warrant that:
- (a) the Hardware will meet Customer's particular requirements, whether or not those requirements have been made known to Arkessa; or
  - (b) the Hardware is of satisfactory quality or fit for any particular purpose.