

TERMS AND CONDITIONS OF SALE AND SUPPLY

(last updated: 01/05/2024)



By placing an Order with 1101 the Customer agrees that these Terms and Conditions of Sale shall apply to such Order. Any terms in the Customer's Order are void.

1. DEFINITIONS

These Conditions will use the following definitions:

"1101" shall mean 1101 Limited. Registered office: Wards Court, 203 Ecclesall Road, Sheffield, South Yorkshire, United Kingdom, S11 8HW, Company number 06801097 (Registered in England and Wales).

- 1.1 **"Conditions"** shall mean these Terms and Conditions of Sale and Supply. The Conditions are automatically incorporated into any Order, Confirmation and Contract.
- 1.2 **"Confirmation"** shall mean 1101's written acceptance, acknowledgement, or confirmation of an Order or (if earlier) 1101's supply of Deliverables to Customer. A Confirmation may be in whole or in part with respect to Deliverables.
- 1.3 **"Consents"** shall mean all necessary authorisations, consents and registrations required by Data Protection Laws in connection with the execution or performance of these Conditions or a Contract, including, but not limited to, accessing, processing and/or transferring any end customer personal data and providing 1101 with copies thereof upon 1101's request.
- 1.4 **"Contract"** shall mean the agreement between the Parties for the Sale of Deliverables when 1101 has confirmed an Order as set out in clause 1.3 of these Conditions. Any Contract is subject to these Conditions. Also, for the sake of clarity any Statement of Works (SOW) will also be deemed to incorporate these Conditions.
- 1.5 **"Customer"** shall mean the entity purchasing Deliverables from 1101.
- 1.6 **"Data Protection Laws"** shall mean all data protection laws, including the General Data Protection Act 2018 (GDPR) and any equivalent, applicable, or associated law regarding data protection, including other regulations and directives covering the same topic and applicable local laws regarding the same.
- 1.7 **"Deliverables"** shall mean any equipment, products, software, services (including digital essentials, cloud, consultancy, or professional services), subscription services and/or standard, customised and/or tailored courses and trainings sold or supplied by 1101 to Customer.
- 1.8 **"Export Terms"** shall mean the separate terms and conditions of export under which equipment, software and/or products are exported by 1101 from the Manufacturer to any territory or authority for a Customer. Such terms shall be made available to Customer either via access to an electronic portal or sent via Email to Customer.
- 1.9 **"IT Infrastructure"** shall mean Customer's IT Equipment, Hardware, Software and Cloud Services supported under an "MSA (Managed Services Agreement)."
- 1.10 **"Late Payment Charge"** shall mean, when a Contract is in default based on Customer's failure to pay the Price and Other Charges in accordance with clause 1.14 and 1.17 of these Conditions, a monthly rate of 2% above base rate of Bank of England on any amounts owed by Customer to 1101 until the Contract is paid in full, provided that the rate does not exceed the maximum statutory rate allowable under the applicable law.
- 1.11 **"Manufacturer"** shall mean the manufacturer, vendor and/or original supplier of any Deliverable.
- 1.12 **"MSA"** shall mean an agreement by 1101 to provide professional support and services under a "Managed Service Agreement" also referred to as "1101Care".

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- 1.13 **“Order”** shall mean Customer's order for Deliverables as set out in a purchase order form and as further detailed in clause 1.15 of these Conditions. An Order is deemed an offer by Customer to 1101 for said Deliverables.
- 1.14 **“Other Charges”** shall mean amounts chargeable to Customer for value added tax, all costs, or charges in relation to freight, handling, loading, unloading, carriage and insurance related to a Contract.
- 1.15 **“Parties”** shall mean 1101 and Customer.
- 1.16 **“Premises”** shall mean Customer's place of business, or such other place specified by Customer to and agreed by 1101 as being the place for performance of a Contract.
- 1.17 **“Price”** shall mean, unless otherwise agreed by the Parties in writing, the price (or licence fee as appropriate) payable by Customer to 1101 for the Deliverables as set out in the Confirmation and/or 1101 invoice.
- 1.18 **“Scheduled Service Hours”** are Monday to Friday between 8.00 am and 5.30 pm excluding bank holidays.
- 1.19 **“SOW”** shall mean a statement of work in writing and agreed between the Parties for the delivery of projects and services (including, but not limited to, cloud, consultancy, or professional services).
- 1.20 **“Ticket”** shall mean a request by Customer for service support from the 1101 Service Desk as agreed between the Parties under a Managed Service Agreement (“MSA”).

2. CONTRACT FORMATION

- 2.1 These Conditions form the exclusive basis on which 1101 will sell or supply, and Customer will purchase, Deliverables under a Contract. The Parties agree that no trade, custom, usage, practice or course of dealing will govern or supplement their Contract. The Parties have no other agreements or oral agreements regarding the subject matter of these Conditions or with respect to any Contract. Any term or condition of Customer, however expressed (orally, in writing, in an Order, etc.), are void and shall in no way govern the Parties' Contract.
- 2.2 To the extent there is any conflict, the order of precedence shall be as follows:
 - 2.2.1 (i) these Conditions and
 - 2.2.2 (ii) the Contract.
- 2.3 1101 may provide quotations for Deliverables. Each quotation is valid for 14 calendar days from the date of the quotation unless a different period is stated in writing on the quotation.
- 2.4 A Customer's Order is an offer to purchase Deliverables in accordance with these Conditions. An Order may not be rescinded except by written agreement of 1101.
- 2.5 1101 may accept or reject an Order. An acceptance occurs when 1101 issues a Confirmation or ships the Deliverables, at which point and on that date a Contract is formed. If 1101 rejects an Order, no Contract is formed.
- 2.6 Any variation to a Contract shall only be binding if expressly agreed in writing and signed by both Parties and by Directors or authorised signatories of the respective Parties.
- 2.7 Any typographical, clerical, or other error, omission, or mistake of fact in any sales literature, quotation, price list, Confirmation, invoice or other document or information issued by 1101 shall be subject to correction without liability on the part of 1101.

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- 2.8 1101 shall have the right, from time to time, to amend and/or augment these Conditions to the extent the Manufacturer requires certain terms and conditions be included associated with a Contract for Deliverables. 1101 shall provide Customer a copy of the same, whereby upon such provision such amended and/or augmented terms shall be considered part of any existing Contract and these Conditions.
- 2.9 The Parties may enter an SOW associated with services. The SOW shall be deemed to incorporate these Conditions and the terms of the same shall take precedence over these Conditions to the extent of any inconsistency.

3. PRICE AND PAYMENT TERMS

- 3.1 With respect to a Contract, 1101 shall invoice Customer for the Deliverables.
- 3.2 Customer shall pay the Price and Other Charges in accordance with the payment term set forth under the invoice in full and in cleared funds to a bank account nominated in writing by 1101. Where there is no payment term in the invoice, the Price and Other Charges shall be paid by Customer to 1101 within thirty days of the date of the invoice.
- 3.3 Price and Other Charges shall be paid in full without any deduction or withholding (other than any that are required by law), and Customer shall not assert any set-off or counterclaim against 1101.
- 3.4 If Customer fails to pay the Price and Other Charges within the time stated in clause 3.2, the Contract shall be considered in default.
- 3.5 While the Contract is in default, 1101 may assess a Late Payment Charge. The Parties agree that the Late Payment Charge represents a fair attempt to recompense 1101 for associated costs, lost business opportunity and administrative burdens associated with overdue payments, and Customer covenants that it will not challenge these Late Payment Charges in any forum.
- 3.6 Where a Customer account is in default, 1101 reserves the right to suspend Other Contracts or Services in process.
- 3.7 In addition to clause 3.5, the Parties agree that if for any reason the interest rate is declared to be unlawful, the Late Payment Charge should be reduced to the maximum amount allowed by law.
- 3.8 Any credit account facility or extension of credit by 1101 to Customer, if any, may be changed or withdrawn by 1101 at its sole discretion at any time and will become effective and binding once 1101 has given Customer notice of the same.
- 3.9 1101 reserves the right at any time, prior to delivery of the Deliverables, to adjust the Price in proportion to any increase of costs to 1101, including, but not limited to, any increase as a result of default of Customer, rescheduling costs, cancellation of any part of an Order, non-adherence to agreed call-off or scheduled delivery arrangements and/or any increase in the costs to it of materials, labour, transport taxes or services, any currency fluctuation or any other matter beyond the control of 1101.
- 3.10 1101 will only provide Professional Services during the Scheduled Service Hours. If Customer requests 1101 to carry out any Professional Services outside the Scheduled Service Hours, then 1101 will use its reasonable endeavours to comply with this request but will charge Customer for such services at 1101's then current rates.
- 3.11 Charges related to the provision by 1101 of Professional Services are based on the applicable Grade of Service provided by 1101. These costs are subject to regular review and may be adjusted to reflect cost increases or decreases. Where possible the Customer will be provided with a

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minimum of 60 days' notice of any change when applied to the delivery of Projects and Deliverables.

4. SALE OF GOODS

Accuracy of Order

- 4.1 Customer is responsible for ensuring the accuracy of the terms of any Order (including any applicable specification) submitted by Customer.

Software, Services & Licenses

- 4.2 All software, services and licenses whether supplied, installed, or implemented is provided within the terms and conditions and license of the software, services, and license provider.
- 4.3 If the software, services, or licenses comprised in the Goods is not owned by 1101 then Customer acknowledges that the software, services, or licenses has been purchased on their behalf and will indemnify 1101 of any liability arising from such purchase, accepting full liability associated with the purchase of the software, service, or license.
- 4.4 Customer will be required to enter into an end-user license agreement with the owner of the software, services or license concerned.
- 4.5 If any software has to any extent been written or developed by 1101 then subject to clause 4.4 above, and unless otherwise stated, 1101 hereby grants a non-exclusive, non-transferable license for the use of such software by Customer for the duration of this Contract and all copies of such software are the property of 1101 and notwithstanding clause 3.5, no title or ownership thereof will be transferred to Customer.
- 4.6 Where software has been written or developed by 1101 for Customer, Customer acknowledges that such software may only be compatible with the current versions of other software and/or hardware and 1101 provides no guarantee that it will be compatible with later versions of other software and/or hardware. For the avoidance of doubt, unless otherwise agreed between the parties in writing, 1101 is under no obligation to supply Customer with any updates or add-ons to the software.

Delivery

- 4.7 Shipping of Deliverables shall be pursuant to Incoterms (2020) Ex-Works unless 1101 specifies otherwise in writing.
- 4.8 Customer will take delivery of the Deliverables within the time specified by 1101 once 1101 gives Customer notice that the same are ready for delivery. 1101 shall deliver the Deliverables to the Premises. Customer shall provide 1101 details of the Premises at the time Customer places an Order.
- 4.9 Customer shall prepare the Premises, including the area of delivery and installation for the Deliverables, and provide 1101 (including its employees, agents and/or subcontractors) free access to the Premises and area of installation and to any information required for the performance of 1101's obligations for such period as 1101 reasonably requires delivering, performing or to meet its obligations under a Contract.
- 4.10 Customer shall procure that the owner(s) and occupier(s) of the Premises shall take all measures as necessary to ensure that the Premises are safe and without risks to the health and safety of 1101's employees, agents and/or subcontractors and that they comply with all relevant health and safety legislation. Customer shall indemnify 1101 against all losses, claims and demands

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suffered by 1101 because of its employees, agents and/or subcontractors attending the Premises and suffering any injury and/or loss and/or damage because of non-compliance with this clause.

- 4.11 Customer accepts that 1101 are dependent upon the manufacture and supply of Deliverables by third parties, including the Manufacturer. Therefore, all times and dates provided by 1101 for delivery of Deliverables are estimates only and unless otherwise agreed in writing, delivery times are not of the essence of the contract.
- 4.12 1101 will not be liable for any loss or damage (howsoever arising) to Customer should 1101 be unable to deliver the Goods within the quoted period.
- 4.13 If no dates are specified, delivery and/or performance shall be within a reasonable time, continuing to bear in mind paragraph 4.11.
- 4.14 Where reasonable and in consultation with the Customer, 1101 is entitled to make partial deliveries by instalments, and these Terms will apply to each partial delivery.
- 4.15 If the Goods are to be delivered in instalments, each delivery will constitute a separate contract and failure by 1101 to deliver any one or more instalments in accordance with these Terms will not entitle Customer to treat the whole Contract as terminated.
- 4.16 1101 reserves the right to defer the date of delivery or terminate a Contract or reduce the volume of Deliverables (without liability to 1101) if 1101 are prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of 1101 including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), changes in law, other restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

Charges and Payment

In respect of the sale of Goods:

- 4.17 Payment will be made by Customer on the date(s) agreed in writing between Customer and 1101 at the point of order for the Goods.
- 4.18 Invoices for Goods will ordinarily be issued on delivery of the Goods. If the Goods are specific to Customer or if Customer fails to take delivery when required 1101 may invoice Customer at any time after the Goods become available.
- 4.19 Customer agrees and acknowledges that goods are deemed to be available once received by 1101 for the purposes of performing additional services such as, but not limited to, customisation, system upgrades, configurations, or installation services as part of a project.
- 4.20 1101 may require Customer at any time prior to delivery to pay a deposit to secure any order or part thereof.
- 4.21 Any quantity discount given by 1101 at the point of order may be removed if the order quantity is subsequently reduced.

Transfer of Property and Risk

- 4.22 Risk in respect of the Goods passes to Customer at the time of delivery but the title in the Goods will not pass to Customer until 1101 has received payment in full of the price of the Goods and all other goods agreed to be sold or services to be provided by 1101 to Customer for which payment is then due.
- 4.23 If for any reason:

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- 4.23.1 Customer will not or does not accept delivery of any part or all the Deliverables when they are ready for delivery; or
- 4.23.2 delivery of the Deliverables is delayed because Customer has not provided appropriate instructions, documents, licences or authorisations or because of any other circumstances within Customer's responsibility, then risk in the Deliverables shall immediately pass to Customer, and 1101 shall be entitled (at its discretion) to store the Deliverables until delivery is made, whereupon Customer will be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 4.24 Until title in the Goods has passed to Customer, 1101 will be entitled at any time to require Customer to deliver up the Goods to 1101 and, if Customer fails to do so forthwith, to enter upon any premises of Customer or any third party where the Goods are stored and repossess the Goods.
- 4.25 Until title in the Goods has passed to Customer, Customer will hold the Goods as 1101's fiduciary agent and bailee, will not dispose of the Goods and will keep the Goods separate from those of Customer and third parties and safely stored, protected, insured, and identified as 1101's property.
- 4.26 In the case of licenced software and/or cloud services, title shall vest with the Manufacturer and only a licence to use the software/cloud service, upon acceptance of the end user licence agreement and/or the terms of access and use set forth by the Manufacturer, shall be granted and then only in accordance with the terms of the end user license agreement or other conditions.

Installation

- 4.27 Where 1101's written quotation for the sale of the Goods or Customer's written order for the Goods (if accepted by 1101) specifies installation of the Goods or 1101 otherwise undertakes any such installation, then Customer will complete all necessary works that may be required to receive the installation of the Goods including all necessary IT infrastructure and suitable electrical supply.
- 4.28 If 1101 is prevented or delayed from carrying out the installation through no fault of 1101 then 1101 is entitled to charge Customer at 1101's then current prices for any additional works carried out by, or on behalf of 1101, to enable it to complete the installation and/or for compensation for any losses or costs incurred by 1101 by reason of such delay.

Warranty

- 4.29 Customer acknowledges and accepts that 1101 are not the Manufacturer and that Deliverables sold or supplied under these Conditions is subject to, if any, a warranty with the Manufacturer.
- 4.30 The following sets forth 1101's sole obligations with respect to warranties. 1101 makes no other warranty and excludes all others.

WARRANTY - Equipment, Software and Products

- 4.31 Subject always to all the limitations, terms and conditions of a warranty contained in the contractual documents between the Manufacturer and 1101, 1101 will either:
 - 4.31.1 obtain for Customer the benefit of standard end-user warranties available in respect of the equipment, software, or products; or, if this is unavailable,
 - 4.31.2 grant Customer the same warranties that 1101 receives from the Manufacturer in respect of the equipment, software, or products.
- 4.32 1101 shall not be liable under any warranty referenced in clause 4.31.1

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- 4.33 The sum of payments by 1101 to Customer pursuant to clause 4.31.2 shall be limited to the sum of payments received by 1101 from the relevant Manufacturer in respect of Customer's warranty claim.
- 4.34 1101 shall not be liable under any warranty issued pursuant to clause 4.31.2 unless:
- 4.34.1 Customer gives notice and details of the damage or defect in the equipment, software, or products to 1101 within 24 hours of delivery.
 - 4.34.2 1101 are given a reasonable opportunity after receiving such notice from Customer to examine the equipment, software, or products; and
 - 4.34.3 Customer (if asked to do so by 1101) returns such equipment, software, or products in the packaging in which it was supplied in resaleable condition to 1101's place of business for examination there.
- 4.35 1101 shall not be liable under any warranty in clause 4.31.2 if:
- 4.35.1 where relevant, failure by Customer to return the Goods in the relevant packaging in resaleable condition; or
 - 4.35.2 the defect arises because Customer has failed to follow instructions of 1101 and/or the Manufacturer as to the storage, installation, commissioning, use or maintenance of the equipment, software, or products, or, if there are none, good trade practice; or
 - 4.35.3 Customer alters or repairs the equipment, software or products without the written consent of 1101 or the Manufacturer or takes any step or action which has the effect of invalidating the warranty; or
 - 4.35.4 the defect arises out of regular wear and tear; or
 - 4.35.5 1101 are unable to pass any such liability onto the relevant Manufacturer under its warranty due to an act or omission of Customer.
- 4.36 If a Customer has a valid claim under any warranty issued pursuant to clause 4.31.2, 1101 shall provide Customer with the remedy or remedies available under the warranty.
- 4.37 If, in accordance with the terms of the warranty, 1101 are required to refund and does refund the price of any equipment, software or products as set out in a Contract, 1101 shall have no further liability to Customer under any of the warranties issued pursuant to clause 4.31.2 in respect of such claim, and any equipment, software or products returned by Customer to 1101 will therefore belong to 1101.
- 4.38 If a valid claim is notified under clause 4.31 above, then 1101 may at its discretion repair or replace the Goods free of charge or refund the price of the Goods (or a proportionate part) in which case 1101 will have no further liability to Customer.
- 4.39 The performance of any customised and/or value-added products and services may void the Manufacturer's warranty and render products or services non-returnable which, in turn, will void any Warranties made under these Conditions. Orders incorporating customised products or value-added services are, accordingly, non-cancellable and the products or services are non-returnable. Any third-party value-added service provider is deemed to be an agent of Customer.

WARRANTY - Services (including Cloud Services) and Education/Trainings

- 4.40 1101 warrants to Customer that the services (including cloud services) and education/trainings will be provided using reasonable care and skill.

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- 4.41 1101 reserves the right (at its sole discretion) to re-perform any services or education/trainings which have been defectively performed or otherwise refund the price of such services or education/trainings as set out in the Contract.

5. LIABILITY

- 5.1 Subject to the clauses 4.29 to 4.41, the following provisions set out the entire financial liability of 1101 (including any liability for the acts or omissions of its employees, agents and/or sub-contractors) to Customer.
- 5.2 Nothing in these Conditions excludes or limits the liability of 1101 for:
- 5.2.1 death or personal injury caused by 1101's gross negligence or the gross negligence of its employees, agents, or subcontractors; or
 - 5.2.2 fraud or fraudulent misrepresentation.
- 5.3 Subject to clause 5.2:
- 5.3.1 1101 shall under no circumstances be liable to Customer in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise, for any increased costs or expenses, or any loss of profit, business, contracts, revenues, or anticipated savings or any special, indirect or consequential damage and/or loss of any nature whatsoever and howsoever arising under or in connection with a Contract; and
 - 5.3.2 1101's total liability to Customer in respect of all other losses arising under or in connection with a Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the lesser of the Price paid by Customer under a Contract or one hundred thousand pounds (sterling) (£100,000).

6. PACKAGING AND RETURNS

- 6.1 Any Deliverables supplied in accordance with a Contract can only be returned to 1101 under conditions where a return is authorised in writing and if Customer obtains a return authorisation number from 1101.
- 6.2 Customer shall send returns to the location advised by 1101. All such returns are at Customer's sole risk and expense. 1101 reserves the right to refuse to accept any such returns if they are not returned in the original packaging in resaleable condition.
- 6.3 1101 reserves the right to charge a restocking fee of up to 25% on Goods returned subject to clause 7.1.

7. RENEWAL CONTRACTS

- 7.1 If the contract between 1101 and Manufacturer contains an automatic renewal clause, an identical term shall be implied into a Contract, save that any notice period specified in the automatic renewal clause relating to notice of intention not to renew shall be extended by 20 business days. 1101 will provide Customer notice of any such automatic renewal clause.
- 7.2 Customer shall indemnify 1101 in respect of all costs and expenses howsoever incurred because of any breach and/or failure to comply with clause 8.1.

8. DATA PROTECTION

- 8.1 Customer represents and warrants to 1101 that Customer shall comply with all Data Protection Laws in respect of the processing of personal data.

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8.2 Customer warrants to 1101 that:

- 8.2.1 Customer has obtained and maintained all necessary Consents to make such authorisations;
- 8.2.2 all instructions from Customer to 1101 to process and/or access the data follow the Data Protection Laws;
- 8.2.3 Customer shall indemnify, defend, and hold harmless 1101 in respect of all losses, damages, costs, and expenses howsoever incurred by 1101 because of any breach and/or failure to comply with this clause 8.

9. CONFIDENTIALITY

- 9.1 It is understood and agreed that these Conditions and any Contract are confidential, and no news release, advertisement or public announcement, or denial or confirmation of the same, concerning any part of the subject matter of these Conditions and any Contract will be made by either Party without the prior written consent of the other party in each instance.
- 9.2 The Parties acknowledge that during the term hereof, each Party may receive or become aware of confidential, secret or proprietary information pertaining to the other Party and its operations (including without limitation information with respect to bidding, pricing, suppliers and customers, or lists thereof, know-how, research, development and manufacturing, internal operations, inventory control, data processing, technical data and other procedures or systems) and that disclosure of such information would materially and adversely affect the affected Party. Each Party agrees to maintain such confidentiality and secrecy and not to disclose any such proprietary information which is so marked or designated as confidential or could reasonably be deemed to be so by reason of the disclosure or information itself to any person, firm or other entity or to utilise the same in any manner or form, except and to the extent that:
 - 9.2.1 disclosure is required by law, regulation, or court order, or enters the public domain through no fault of the Party obligated to maintain such confidentiality or
 - 9.2.2 it may be expressly required by the terms of these Conditions or a Contract. Notwithstanding anything to the contrary, 1101 shall have the right to share such information with Manufacturers to the extent necessary to perform under these Conditions and a Contract. The confidential provisions set forth herein will survive any termination of these Conditions or any Contract for a period of three (3) years.
- 9.3 The Parties explicitly agree that the Price shall be confidential and shall not be shared with any third party for any reason.

10. TERMINATION

- 10.1 Without limiting its other rights or remedies, 1101, without cost, penalty, or liability to 1101, may terminate a Contract:
 - 10.1.1 by giving Customer one month's written notice; or
 - 10.1.2 immediately if Customer is in breach or in default of any of the Conditions or a Contract; or
 - 10.1.3 immediately if Customer has applied for or declared insolvency or bankruptcy.
- 10.2 Without limiting its other rights or remedies, 1101 shall have the right to suspend the sale and supply of Deliverables if Customer is in breach or in default of any of the Conditions or a Contract.

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- 10.3 Save as provided for elsewhere in these Conditions, no Contract may be cancelled unless agreed by 1101 in writing and upon payment by Customer to 1101 sufficient to indemnify 1101 for all losses and liabilities resulting from Customer's cancellation of a Contract.

11. CLICK THROUGH AND E-SIGNATURES VALID

- 11.1 Customer agrees that by clicking its acceptance of these Conditions through any email response, electronic portal or by making an electronic signature that this shall be sufficient to provide assent to these Conditions and shall be as valid as a traditional handwritten signature and, by doing so, Customer assents to the Conditions herein.
- 11.2 Customer also assents to the fact that these Conditions shall apply to any Contract.
- 11.3 Customer waives any right or claim it may have to assert invalidity of an email response, click-through process, or electronic/portal signatures.
- 11.4 Customer warrants and covenants to 1101 that persons clicking the acceptance of these Conditions and/or executing electronic or portal signatures have the authority to do so for Customer and have the authority to bind.
- 11.5 Nothing herein should be deemed to imply that handwritten or holographic signatures are invalid.

12. GOVERNING LAW AND AUTHORITY

- 12.1 These Conditions and any Contract, and any dispute or claim arising out of or in connection with the subject matter or formation of the same, shall be governed by and construed in accordance with internal laws of England and Wales. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded.
- 12.2 Any dispute or claim arising out of or in connection with these Conditions or a Contract shall be resolved exclusively in the courts of England. No other court shall have subject matter authority and the Parties irrevocably submit to the authority of said court and covenant not to file suit anywhere else or challenge the subject matter or personal authority in said court.

13. GENERAL

- 13.1 Customer may not assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights under a Contract and may not subcontract or delegate in any manner any or all its obligations under a Contract to any third party.
- 13.2 1101 reserves the right to sub-contract or assign any part of any work or supply of any Deliverables or any other rights of obligations arising under these Conditions or a Contract.
- 13.3 Each right or remedy of 1101 under a Contract is without prejudice to any other right or remedy of 1101 whether under the Contract or otherwise.
- 13.4 If any provision of these Conditions or any Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable, said Conditions and Contract shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of these Conditions and any Contract shall continue in full force and effect. In such circumstance, such voided provision shall be deemed automatically adjusted to the minimum extent necessary to conform to applicable requirements of validity, legality, and enforceability and, as so adjusted, be deemed a provision of these Conditions and a Contract as if it were originally included herein.

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- 13.5 Failure or delay by 1101 in enforcing or partially enforcing any provision of these Conditions or any Contract will not be construed as a waiver of any of 1101's rights under these Conditions or any Contract.
- 13.6 Any waiver by 1101 of any breach of, or any default under, any provision of these Conditions or any Contract by Customer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of these Conditions or any Contract.
- 13.7 The parties to a Contract do not intend that any these Conditions or any Contract will be enforceable by third parties and/or any person that is not a party to it.

Update and Amendment

- 13.8 1101 reserves the right to make minor, reasonable updates or amendments to these terms and conditions at any time without prior notice, and the Customer is advised to always refer to the latest version on the www.1101.co.uk website.
- 13.9 The Customer will be advised and given at least 60 days' notice of all major updates before they become effective.