

HARDWARE TERMS

1. Introduction

These Hardware Terms form shall be incorporated into each Contract under which Nasstar will supply and the Customer will purchase any hardware or equipment ("**Products**")

2. Products

2.1 Products will be supplied by Nasstar subject to any terms and conditions, including any limitations on use, on which the manufacturer or third-party distributor supplies the Products to Nasstar. Nasstar will pass on to the Customer the benefits of any warranties which it receives for the Products from the manufacturer or third-party distributor to the extent it is permitted to do so. The Customer's sole and exclusive remedy for any faults, defects or errors in the Products shall be to have the Products repaired, corrected or replaced pursuant to any such warranty during the applicable warranty period, unless otherwise stated in a Contract or in the terms and conditions on which the manufacturer or third-party distributor supplies the Products to Nasstar. Products may not be returned after purchase, unless otherwise expressly agreed in writing by Nasstar.

2.2 If, following the Effective Date of a Contract under which Customer has agreed to purchase Products, Nasstar is unable to obtain any particular Products because they have been discontinued by the manufacturer or its usual suppliers, then Nasstar may on written notice to the Customer cancel the Contract (to the extent it relates to such Products) without any liability to the Customer. Nasstar will use its reasonable endeavours to offer the Customer substitute Products with a similar or higher specification.

2.3 To the extent that the Products are manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (which shall constitute any direct or legal and other reasonable 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 2.3 shall survive termination of the Contract.

2.4 The Supplier reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements and will advise the Customer in writing of all changes made.

3. Delivery

3.1 Nasstar will deliver the Products to the location set out in the Order Form or to the Customer's billing address where no delivery address is specified in the Order Form.

3.2 Nasstar will notify the expected delivery date where this is available. Should an order not arrive within three (3) days of the expected delivery date the Customer should notify Nasstar by email to salesupport@nasstar.com or by telephone on 0845 034 7222. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. A failure by the Customer to provide adequate delivery instructions for Nasstar to deliver any Products shall constitute a Relief Event.

3.3 If the Products are received incomplete, incorrect or damaged, the Customer must notify Nasstar within three (3) days of delivery.

3.4 The Supplier may deliver the Products 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.

4. Ownership and risk

4.1 The risk in the Products will pass to the Customer on delivery.

4.2 Ownership of the Products will not pass to the Customer until Nasstar has received payment in full in cleared funds. Until ownership of the Products has passed to the Customer, the Products will be treated as Nasstar Equipment and the Customer shall ensure that the Products remain readily identifiable as such.

4.3 Nasstar supplies the Products with a limited title guarantee free from encumbrances.

5. Price and payment

5.1 The price of the Products will be the price set out in the Contract or, if no price is quoted, the price set out in Nasstar's published price list in force as at the Effective Date. The price of the Products may change prior to delivery to reflect any increase in Nasstar's costs of supply. Nasstar will notify such an increase to the Customer and the Customer may cancel the Contract (to the extent it relates to such Products) by written notice to Nasstar within five (5) days of being notified of the increase, failing which the Customer shall be deemed to have accepted it.

5.2 The price of the Products is exclusive of VAT and the costs and charges of packaging, insurance and transport of the Products will be invoiced to the Customer, as specified on the Order Form. Where packaging, insurance and transport charges are not specified on the Order Form, standard charges will be £20 per item for standard delivery to UK mainland. Delivery charges for Northern Ireland, Channel & Scilly Isles, Isle of Wight, Isle of Man, Scottish Highlands and International, are available on request to salesupport@nasstar.com

5.3 Save as otherwise set out in the Contract the Supplier may invoice the Customer for Products on or at any time before completion of delivery.

6. Liability

Subject to clause 9.1 of the General Terms, Nasstar's total liability to the Customer in relation to any Product (whether arising under contract, tort including negligence, statute or otherwise) shall be limited to the Charges paid by the Customer to Nasstar for that Product.

7. Definitions

7.1 In these Hardware Terms, unless the context otherwise requires, the below will be given the following meanings:

"Specification": Any specification including any relevant plans or drawings that are agreed in writing by the Customer and the Supplier.

7.2 All other terms used in these Hardware Terms shall be interpreted in accordance with the Contract, unless the context otherwise requires.