



KYOCERA's STANDARD TERMS & CONDITIONS FOR THE SALE OF PRODUCTS

The following terms & conditions are the standard terms on which KYOCERA Document Solutions U.K. Limited ("KYOCERA") supply Products (as defined below) to its customers (the "Customer"):

1. Definitions and Interpretation:

1.1. In these Conditions, unless the context requires otherwise:

"Business Days" means any day from Monday to Friday 8.00am to 6.00pm excluding public holidays in the United Kingdom;

"Conditions" means these terms & conditions of sale and any special terms and conditions agreed in writing by KYOCERA;

"Contract" means the agreement between KYOCERA and the Customer for the sale and purchase of the Products comprising these Conditions, any Appendices, the Order and the Order Acknowledgement;

"Controller" has the meaning given to that term in Data Protection Laws;

"Credit Terms" means KYOCERA's credit terms made available to the Customer and set out in writing by KYOCERA;

"Delivery Note" means the document provided by KYOCERA to the Customer on delivery of the Products;

"End User" means the party to whom the Customer may resell the Products;

"Force Majeure Event" means an event beyond the reasonable control of KYOCERA, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable. These shall include but not be limited to strikes or other industrial disputes, failure of energy sources or transport networks, acts of God, war, terrorism, riot, breakdown of plant or machinery, explosions, collapse of building structures, fires, floods, storms, or similar events;

"Group" means in relation to a company, that company, its subsidiaries, its holding company and their subsidiaries;

"Order" means the Customer's order for the Products that conforms with clause 2.1;

"Order Acknowledgment" means a written acknowledgement from KYOCERA to the Customer accepting an Order;

"Party" means, as appropriate, either the Customer or KYOCERA;

"Personal Data" has the meaning given to that term in Data Protection Laws;

"Processor" has the meaning given to that term in Data Protection Laws;

"Price" means the price payable by the Customer for the Products as described in clause 3.1;

"Products" means the products manufactured by KYOCERA or a third party (including but not limited to toners, maintenance kits, software and hardware) and made available to the Customer under these Conditions and which KYOCERA may amend from time to time;

“User Manual” means written information or online information provided by Kyocera regarding the use and maintenance of the Products;

“Warranty” has the meaning given to it in clause 7.1;

1.2. In these Conditions:

- 1.2.1. Words in the singular include the plural meaning and words in the plural include the singular meaning.
- 1.2.2. Heading are for reference only and do not affect the meaning or interpretation of these Conditions.
- 1.2.3. References to any act, regulation, code of practice or statutory order shall be interpreted so as to include any change, re-enactment or extension of the act, regulations, code of practice or statutory order.
- 1.2.4. Any reference to “persons” includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality).
- 1.2.5. These Conditions apply to and form part of the Contract between KYOCERA and the Customer. They supersede any previously issued terms and conditions of purchase or supply.
- 1.2.6. No variation of these Conditions shall be binding unless agreed in writing by the Company Secretary or the Managing Director of KYOCERA.
- 1.2.7. No terms or conditions endorsed on, or delivered with, or contained in the Customer’s Order, specification or other document shall form part of the Contract except where KYOCERA has provided written acceptance of such terms.

2. Orders

- 2.1. The Customer shall place Orders either by written purchase order from or through KYOCERA’s web-portal, with the exception that all spare part Products must be ordered through the web-portal.
- 2.2. The Order constitutes an offer by the Customer to purchase the Products on these Conditions and cannot form a contract with KYOCERA until an Order Acknowledgement has been issued by KYOCERA.
- 2.3. Once the Contract is formed, the Customer shall not modify or cancel the Order without the prior written consent of KYOCERA. KYOCERA shall have the right at any time to cancel the Contract for any reason within five (5) days of the date of the Order being placed.

3. Price

- 3.1. The price for the Products shall be as set out in the Order in accordance with the KYOCERA’s price list in force from time to time.
- 3.2. In the event that the delivery lead-time for one of any number of Products is sixty (60) days after the date of Order Acknowledgement then the Price of those Products shall be as set out in the price list in force at the time of their delivery to the Customer.

- 3.3. The Prices are exclusive of:
- 3.3.1. Packaging, delivery, and insurance which shall be charged in addition at KYOCERA's standard rates, and
 - 3.3.2. VAT (or equivalent sales tax).
- 3.4. The Customer shall pay any applicable VAT to KYOCERA on receipt of a valid VAT invoice.
- 3.5. KYOCERA may increase the Prices at any time by giving the Customer not less than 15 (fifteen) Business Days' notice in writing. However, where KYOCERA has accepted an Order before any increase under this clause takes effect, KYOCERA will fulfil the Contract at the original Prices quoted.
- 3.6. Notwithstanding clause 3.5, KYOCERA may increase the Prices with immediate effect by written notice to the Customer where there is an increase in the direct cost to KYOCERA of supplying the relevant Products beyond the reasonable control of KYOCERA including without limitation any increase in the costs of shipping, storage or servicing of the Products, changes in currency exchange rates and any costs resulting from the United Kingdom ceasing to be a member of the European Union.

4. Payment

- 4.1. KYOCERA shall invoice the Customer for the Products on or at any time after the Contract is formed.
- 4.2. The Customer shall make payment to KYOCERA in the currency stated on the invoice in accordance with any Credit Terms issued by KYOCERA. Where no Credit Terms have been issued, payment shall be due thirty (30) days from the end of the month in which each invoice is issued.
- 4.3. The Customer shall pay all invoices in full in cleared funds without any deduction or set-off to the bank account nominated by KYOCERA.
- 4.4. Time of payment is of the essence. In the event that the Customer fails to make payment in accordance with clause 4.2, without prejudice to any other rights or remedies available to KYOCERA, KYOCERA shall be entitled to:
- 4.4.1. suspend any further deliveries to the Customer; and/or
 - 4.4.2. demand immediate payment by same day bank transfer of all outstanding charges and invoices; and/or
 - 4.4.3. charge interest on all outstanding amounts at a rate of 4% per annum above the Bank of England's base rate from time to time in force from the due date for payment until full payment has been received by KYOCERA whether before or after judgment.
- 4.5. KYOCERA may set and vary Credit Terms from time to time and withhold all further deliveries if the Customer fails to comply with those Credit Terms.

5. Delivery

- 5.1. Delivery of the Products shall take place when:
- 5.1.1. if to be delivered by KYOCERA on completion of unloading of the Product(s) at the Customer or End User address specified in the Contract;

- 5.1.2. if to be delivered by KYOCERA's appointed courier, on delivery of the Product(s) by KYOCERA's appointed courier; or
 - 5.1.3. if to be collected by the Customer, when KYOCERA makes the Product(s) available for collection at the address specified in the Contract.
- 5.2. Delivery of the Products shall be accompanied by a Delivery Note stating:
 - 5.2.1. the date of the Order;
 - 5.2.2. the type and quantity of Products in the consignment;
 - 5.2.3. the Product numbers; and
 - 5.2.4. any other special handling instructions that may be applicable.
- 5.3. The Products may be delivered by instalments. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel the Order or any other instalment.
- 5.4. On delivery, the Customer shall be responsible for inspecting the Products and packaging to ensure the Products match the information on the Delivery Note. The Customer shall within two (2) days inform KYOCERA by email at CustomerSupportTeam@kyocera.com if any of the delivered Products are damaged, opened or do not match the information on the Delivery Note and include photographic evidence of any damage. KYOCERA shall within a reasonable time investigate and advise the Customer of the outcome of its investigation.
- 5.5. KYOCERA shall not be liable for any delay in or failure of delivery caused by the Customer's failure to:
 - 5.5.1. make the delivery location specified in the Contract available,
 - 5.5.2. collect the Products from KYOCERA's premises or the collection address specified on the Contract;
 - 5.5.3. prepare the location in accordance with KYOCERA's instructions or as required for delivery (and where applicable as instructed by KYOCERA for installation of the Products) and/or
 - 5.5.4. provide KYOCERA with adequate instructions for delivery and installation (if being conducted by KYOCERA) of the Products;
- 5.6. Any dates quoted for delivery are approximate only. Time of delivery shall not be of the essence.
- 5.7. The Customer is entitled to one free delivery per week to the Customer's normal delivery address on any Business Day. Any other request for delivery outside delivery location stated in the Contract and/or delivery time will result in an additional delivery charge to the Customer which KYOCERA shall notify to the Customer.
- 5.8. KYOCERA reserves the right at any time without prior notice to charge the Customer for storage costs if the Customer or the End User:
 - 5.8.1. fails to accept the Products when delivered in accordance with the Contract;
 - 5.8.2. fails to arrange collection of the Products from the location specified in the Contract on the agreed date or;

- 5.8.3. causes delay in the delivery and/or a failure of installation of the Products as per the agreed installation date; and/or
- 5.8.4. specifically requests a storage / call off arrangement for the Products.
- 5.9. The storage costs will be calculated on a daily basis until the last day of re-delivery, collection and/or installation of the Products. Such costs will be calculated and advised to the Customer at the time.

6. Risk and Title

- 6.1. Risk in the Products shall pass to the Customer on delivery in accordance with clause 5.1.
- 6.2. Title to the Products shall remain with KYOCERA and shall only pass to the Customer once KYOCERA has received payment in full in cleared funds for the Products and/or any other sums payable by the Customer to KYOCERA under the Contract.
- 6.3. Until the title in the Products passes to the Customer, the Customer shall:
 - 6.3.1. hold the Products as a bailee for KYOCERA;
 - 6.3.2. store the Products separate from all goods of the Customer and ensure the Products are clearly identified as belonging to KYOCERA;
 - 6.3.3. take all reasonable care of the Products and keep them in the condition in which they were delivered;
 - 6.3.4. insure the Products from the date of delivery (i) with a reputable insurer (ii) against all risks (iii) for the amount at least equal to their Price and (iv) noting KYOCERA's interest on the policy.
 - 6.3.5. on reasonable notice permit KYOCERA to inspect the Product(s) during the Customer's normal business hours and provide KYOCERA with such information concerning the Product(s) as KYOCERA may request from time to time.
- 6.4. If at any time before the title of Products passes to the Customer, the Customer informs KYOCERA, or KYOCERA reasonably believes, that the Customer has or is likely to become subject to any of the events specified in clause 14.1, KYOCERA may require the Customer at the Customer's expense to redeliver the Products to KYOCERA and if the Customer fails to do so or in its sole discretion, KYOCERA's representatives may enter any premises where the Products are stored and repossess the Products.

7. Warranties

- 7.1. The Products have the benefit of any warranty set out on the relevant product datasheets. In the absence of a product datasheet, the Product warranty shall be one (1) year for all Products and parts excluding Long Life Units. The specifications for Long Life Units can be found on the KYOCERA Partner Portal.
- 7.2. KYOCERA warrants that the Products shall for the duration of the Warranty:
 - 7.2.1. conform in all material respects with the specification set out in the product datasheet provided to the Customer;

- 7.2.2. be free from material defects in design, material and workmanship.
- 7.3. The Customer shall only resell the Products to its End Users with the benefit of the Warranty in respect of each Product and agrees not to resell the Products with any greater benefit than is provided by KYOCERA.
- 7.4. KYOCERA's Warranty will only apply providing that the Products are not damaged or dealt with by the Customer or the End User in any way that is prohibited by the User Manual and/or the Contract.
- 7.5. Where the Customer or End User uses products other than the Products or other than as permitted under the User Manual or Contract it will invalidate the Warranty.
- 7.6. Any Warranty provided by KYOCERA will be subject to the following conditions:
- 7.6.1. KYOCERA shall be under no liability for any defect in the Products arising from modifications made according to drawings, specifications or designs supplied by the Customer;
- 7.6.2. KYOCERA shall be under no liability for any warranty if the full invoiced amount for the Products has not been paid by the due date for payment; and
- 7.6.3. KYOCERA shall be under no liability in respect of fair wear and tear, negligence, abnormal working conditions, wilful damage, and failure to follow KYOCERA instructions, misuse or alteration or repair of the Product carried out by the Customer without KYOCERA's written approval;
- 7.7. The Warranty in this clause does not extend to parts, materials or equipment not manufactured by KYOCERA or any member of its Group. In this respect, the Customer shall only be entitled to the benefit of such warranty as is provided by that manufacturer.
- 7.8. Except as set out in this clause 7 and the relevant product datasheet(s) KYOCERA gives no warranties and makes no representations in relation to the Product(s).

8. Force Majeure

- 8.1. Neither Party shall be liable to the other Party by reason of any failure or delay in performance of its obligations under the Contract which is due to a Force Majeure Event where there is no practicable means available to the Party concerned to avoid such failure or delay.
- 8.2. A Party that is subject to a Force Majeure Event shall not be in breach of the Contract provided that:
- 8.2.1. it promptly notifies the other Party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and
- 8.2.2. it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and
- 8.2.3. it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event by carrying out its obligations under the Contract in any

way that is reasonably practical and the Party resumes the performance of its obligations as soon as reasonably possible.

- 8.3. If the Force Majeure Event continues for a continuous period of more than three months, either Party may terminate the Contract by giving fourteen (14) days' written notice to the other Party. On the expiry of this notice period, the Contract will terminate. Such termination shall be without prejudice to the rights of the Parties in respect of any breach of the Contract occurring prior to such termination.

9. Intellectual Property

- 9.1. The Customer acknowledges and agrees that (as between KYOCERA and the Customer) KYOCERA owns all rights and interest in and to (or has a license to use and sub-license) the Trade Marks and associated logos and branding.

10 DATA PROTECTION

- 10.1 Parties shall fully adhere to all applicable Data Protection Laws.
- 10.2 For the purposes of the Data Protection Laws, the Parties agree that the Customer is the Controller in respect of any Personal Data that KYOCERA processes in the course of performance of this Contract for the Customer (other than business contact data processed by KYOCERA to allow it to manage the Customer's account) and that KYOCERA is a Processor for the purposes of processing Personal Data pursuant to this Contract, or, as the case may be, Customer acts as a Processor for the End User and KYOCERA acts as Sub-Processor of Customer acting on instruction of Customer vis-à-vis the End User. The Customer shall ensure all its instructions to KYOCERA in respect of Personal Data (including the terms of the Contract) shall at all times be in accordance with Data Protection Laws.
- 10.3 In the event KYOCERA processes Personal Data as Data Processor, KYOCERA shall process Personal Data in accordance with KYOCERA Data Processing Terms & Conditions which are accessible via <https://www.kyoceradocumentsolutions.co.uk> and which are incorporated by reference and form part of this Contract.
- 10.4 In the event that one Party processes Personal Data (as Data Controller of that Personal Data) of the other Party, or if the one Party receives Personal Data directly from affected data subjects of the other Party, such personal data shall be processed by the one Party under the privacy statement of that one Party. The KYOCERA privacy statement is available on [kyoceradocumentsolutions.eu](https://www.kyoceradocumentsolutions.co.uk).

11 EXPORT REGULATIONS

- 11.1 Customer agrees to:
- 11.1.1 comply with all relevant export control laws, regulations, and restrictions;
- 11.1.2 not export or re-export KYOCERA products ("Products"), directly or indirectly, to any countries or areas which are subject to UN, EU, USA, export or re-export restrictions or sanctions;
- 11.1.3 not knowingly redirect Products to any customers or end-users if the Products are or will be used for the development or production of conventional weapons or weapons of mass destruction (i.e. nuclear, chemical or biological weapons) or

their means of delivery (missiles), subject to multilateral non-proliferation controls;

11.1.4 not knowingly export or re-export the Products, directly or indirectly, to any foreign countries or area if the Products concerned are subject to the Wassenaar Arrangement. Products falling under export control trade restrictions of the Wassenaar Arrangement or re-export Products from the USA require an export trade license from the local government when products are exported or local laws may apply for local transfers. Customer is responsible for obtaining the export licenses or licenses allowing for local transfers at its own expense;

11.1.1 assist KYOCERA in providing the UK, EU, USA or other applicable authorities with whatever information and assurances they may require in order to issue an export licence to KYOCERA in respect of the export of the Products into its territory;

11.1.2 ensure Products are not sent to such denied person whether or not end customers appear on the consolidated list of persons, groups and entities subject to sanctions as issued by the EU, US, UN from time-to-time ("Denied Persons").

12 ANTI-BRIBERY

12.1 Each Party shall comply with the Bribery Laws and all policies with which each Party is required to comply relating to the prevention of bribery and corruption and each will ensure that all of that Party's personnel and all other persons associated with that Party involved in performing services for or on behalf of that Party or otherwise involved with this Contract so comply.

12.2 Customer agrees to:

12.2.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption;

12.2.2 not offer, promise, authorise, give, request, demand or accept any improper payment, anything of value, or an undue advantage for, to, or from anyone in government and or the private sector in order to gain, retain or direct business, or secure any other improper advantage for Customer or any person;

12.2.3 have and maintain in place throughout the term of this Contract its own policies and procedures to ensure compliance with applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption and will enforce them where appropriate;

12.2.4 immediately notify KYOCERA in writing if a foreign public official becomes an officer or employee of Customer or acquires a direct or indirect interest in Customer, and Customer warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of this Contract;

12.2.5 ensure that it, and its employees and subcontractors, maintain accurate books and records in connection with the performance of Customer's duties in relation to this Contract. KYOCERA has the right to review Customer's books and record

upon written request, within forty-five (45) days of receiving this request from KYOCERA, or within a time period that is otherwise mutually agreeable to KYOCERA and Customer;

12.3.6 notify KYOCERA immediately, or in any event, in not less than thirty (30) days after it becomes aware of any improper or illegal payments offered, promised, made authorised, requested or received by, to, or from a foreign public official or other person in connection with the performance of Customer's duties under this Contract;

12.3.7 ensure that any person associated with Customer who is performing services or providing goods in connection with this Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on Customer in this clause. Customer is responsible for the observance and performance by these persons of the provisions set out in this clause, and is directly liable to KYOCERA for any breach by these persons of any of the provisions set out in this clause.

12.3.8 Without prejudice to the generality of clause 12 neither Party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment or advantage, or allow any such bribe, improper payment or advantage to be made or received on its behalf, either in the United Kingdom or elsewhere and shall implement and maintain adequate procedures to ensure that such bribes or improper payments or advantages are not made or received directly or indirectly on its behalf.

12.3.9 Each Party shall immediately notify the other as soon as it becomes aware of a breach or possible breach of this clause.

12.3.10 The expressions 'adequate procedures', 'associated with' and 'foreign public official' shall be construed in accordance with the Bribery Act 2010.

13 CONFIDENTIALITY

13.1 Confidential Information means all verbal and/or written information and data that the receiving party ("Recipient") receives from the Party disclosing the information ("Disclosing Party") which information is indicated as confidential or of which Recipient knows or is reasonably deemed to know its confidential nature, including, but not limited to the following: technical information and/or financial information and/or business information; information on existing customers and/or potential customers; information on existing business transactions and/or intended business transactions; reports; plans; software; computer data; drawings; know-how; show-how; personal data; trade secrets; certain third party confidential information and only in circumstances where Disclosing Party has contractual and lawful rights to disclose third party confidential information.

13.2 Group Company means any company directly or indirectly controlling, controlled by or under common control with the Recipient where control will be deemed to be exercised in case of a 50% or more direct or indirect shareholding or the right to exercise in aggregate 50% or more of the votes at the relevant company's general shareholders' meeting.

13.3 Recipient must keep all Confidential Information it has already received or will receive in the future strictly confidential irrespective of how this information was received and must:

13.3.1 not disclose any Confidential Information to any person or any entity, except to its employees, statutory auditors, legal advisors and/or Group Companies who have a legitimate need to know. Recipient is obliged to advise any such employee, statutory auditor, legal advisor and/or Group Company of the confidential nature of the material disclosed and the purpose for which it is disclosed. Each Party will be liable for any failure to abide by the provisions of this Contract of the person or entity to whom the Confidential Information has been disclosed as if such failure was the act or omission of such Party;

13.3.2 use the same degree of care in protecting the Confidential Information as it uses with respect to protecting its own confidential information, but in no case will Recipient use less than reasonable care in protecting the disclosed Confidential Information;

13.3.3 impose all confidentiality obligations as stipulated in this Contract on all its employees and third parties to whom Confidential Information has been disclosed or will be disclosed and will make best efforts to ensure that these employees and third parties meet all these confidentiality obligations;

13.3.4 not use Confidential Information for its own use (including but not limited to development of its own product, marketing and selling products to others than Disclosing Party) nor for any other purpose(s) except for the performance of this Contract;

13.3.5 notify Disclosing Party immediately in writing upon becoming aware of any unauthorized disclosure, copy, use or loss of all or any part of the Confidential Information;

13.3.6 at first request of Disclosing Party promptly, but no later than seven (7) calendar days after Disclosing Party's request, destroy and certify the destruction of or return to Disclosing Party part or all of the disclosed Confidential Information and all copies, except when Recipient is required to keep one copy of documents disclosed by Disclosing Party for the purpose of complying with any applicable statutory and/or regulatory requirements. All relevant provisions of this Contract continue to apply to all returned Confidential Information.

13.4 Confidential Information does not include information which (i) is already generally known or will become generally known to the public through no breach of any of the provisions of this Contract, (ii) can be proven to have been received from a third party without similar restrictions as stipulated in this Contract and without breach of this Contract, (iii) is approved for release by written authorization of Disclosing Party, (iv) is disclosed pursuant to mandatory law requirements, (v) can be established to have been independently developed by the business without the use of Confidential Information.

13.5 Confidential Information shall remain the Disclosing Party's property.

KYOCERA's STANDARD TERMS & CONDITIONS FOR THE SUPPLY OF SERVICES

The following terms & conditions are the standard terms on which KYOCERA Document Solutions (U.K.) Limited ("KYOCERA") supply Services (as defined below) to its customers (the "Customer"):

1 Definitions and interpretation

1.1 In these Conditions the following definitions apply:

"Business Day" means any day from Monday to Friday 8.00am to 6.00pm excluding public holidays in the United Kingdom;

"Conditions" means these terms & conditions for the supply of Services;

"Contract" means the agreement between KYOCERA and the Customer for the supply and purchase of Services comprising these Conditions, the Order and any Order Acknowledgement;

"Controller" shall have the meaning given to it in applicable Data Protection Laws from time to time;

"Credit Terms" means KYOCERA's credit terms made available to the Customer and set out in writing by KYOCERA;

"Customer" means the person who purchases the Services from KYOCERA and whose details are set out in the Order;

"Data Protection Laws" means any applicable law, statute, regulation or sub-ordinate legislation and all policies, codes of conduct, direction, policy rule or order issued by any regulatory body having jurisdiction over a Party that is from time to time in force including the Information Commissioner's Office, which relates to the Processing, privacy and/or use of Personal Data as applicable to either Party or the Products and/or Services supplied by KYOCERA, including:

- a) the Data Protection Act 2018;
- b) the Privacy and Electronic Communications (EC Directive) Regulations 2003 and the EU Privacy and Electronic Communications Directive 2002/58/EC as implemented in each relevant jurisdiction;
- c) the (EU) General Data Protection Regulation 2016/679 (the "GDPR"); and

any corresponding or equivalent national laws or regulations to any of the above and any applicable laws replacing, amending, extending, re-enacting or consolidating any of the above from time to time;

"Data Subject" shall have the meaning given to it in applicable Data Protection Laws from time to time;

"Force Majeure Event" means an event beyond the reasonable control of KYOCERA, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable. These shall include but not be limited to strikes or other industrial disputes, failure of energy sources or transport networks, acts of God, war, terrorism, riot, breakdown of plant or machinery, explosions, collapse of building structures, fires, floods, storms, or similar events;

"Intellectual Property Rights" means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, domain names and all similar rights and, in each case: (a) whether registered or not; (b) including any applications to protect or register such rights; (c) including all renewals and extensions of such rights or applications; (d) whether vested, contingent or future; (e) to which the relevant party is or may be entitled, and (f) in whichever part of the world existing;

"Order" means the Customer's order for the Services from KYOCERA that confirms with clause 2.1;

"Order Acknowledgement" means a written acknowledgement from KYOCERA to the Customer accepting an Order;

"Personal Data" shall have the meaning given to it in applicable Data Protection Laws from time to time;

"Premises" means the address for performance of the Services as set out in the Contract;

"Price" means the price for the Services as set out in the Contract;

"Processor" shall have the meaning given to it in applicable Data Protection Laws from time to time;

"Services" means the Services set out in an Order or in a Statement of Works and to be performed or supplied by KYOCERA for the Customer;

"Statement of Works" means the description or specification of the Services set out in the form of the Annex to these Conditions;

"Sub-Processor" means any agent, sub-contractor or other third party (excluding its employees) engaged by KYOCERA for carrying out any processing activities on behalf of the Customer in respect of the Protected Data; and

"VAT" means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Services.

1.2 In these Conditions:

1.2.1 Words in the singular include the plural meaning and words in the plural include the singular meaning.

1.2.2 Heading are for reference only and do not affect the meaning or interpretation of these Conditions.

1.2.3 References to any act, regulation, code of practice or statutory order shall be interpreted so as to include any change, re-enactment or extension of the act, regulations, code of practice or statutory order.

1.2.4 Any reference to "persons" includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality).

1.2.5 These Conditions apply to and form part of the Contract between KYOCERA and the Customer. They supersede any previously issued terms and conditions of purchase or supply.

1.2.6 No variation of these Conditions shall be binding unless agreed in writing by the Company Secretary or the Managing Director of KYOCERA.

1.2.7 No terms or conditions endorsed on, or delivered with, or contained in the Customer's Order, specification or other document shall form part of the Contract except where KYOCERA has provided written acceptance of such terms.

2 Orders

2.1 The Customer may at any time place Orders by written purchase order form or, provided always that where the Services are of the type which require the Parties to agree a Statement of Work then:

2.1.1 the Customer shall submit a draft Order for such Services to KYOCERA requesting that KYOCERA submit a corresponding draft Statement of Work;

2.1.2 the Customer shall promptly, and at its cost and expense, provide all necessary information, support and assistance as may be required by KYOCERA from time to time in considering the draft Order;

2.1.3 KYOCERA and the Customer shall sign the Statement of Work when it is agreed and the signed Statement of Work shall complete the draft Order.

2.2 Each Order by the Customer shall be an offer to purchase Services subject to these Conditions.

2.3 An Order shall not constitute a binding obligation on KYOCERA to supply the Services until such time as KYOCERA has issued an Order Acknowledgement. KYOCERA may accept or reject each Order in its absolute discretion.

2.4 The Contract shall come into existence on the date the Order is accepted by KYOCERA.

2.5 No variation to an Order shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of KYOCERA.

3 Price

3.1 The Prices are exclusive of VAT (or equivalent sales tax).

3.2 The Customer shall pay any applicable VAT to KYOCERA on receipt of a valid VAT invoice.

3.3 KYOCERA may increase the Prices at any time by giving the Customer not less than 15 Business Days' notice in writing.

3.4 Notwithstanding clause 3.3, KYOCERA may increase the Prices with immediate effect by written notice to the Customer where there is an increase in the direct cost to KYOCERA of supplying the relevant Services beyond the reasonable control of KYOCERA including without limitation any changes in currency exchange rates and any costs resulting from the United Kingdom ceasing to be a member of the European Union.

4 Payment

4.1 KYOCERA shall invoice the Customer for the Services at any time after performance of the Services.

- 4.2 The Customer shall make payment to KYOCERA in the currency stated on the invoice in accordance with any Credit Terms issued by KYOCERA. Where no Credit Terms have been issued, payment shall be due thirty (30) days from the end of the month in which each invoice is issued.
- 4.3 The Customer shall pay all invoices in full in cleared funds without deduction or set-off to the bank account nominated by KYOCERA.
- 4.4 Time of payment is of the essence. Where sums due under these Conditions are not paid in full by the due date, KYOCERA shall, without prejudice to any other rights or remedies available to it, be entitled to:
 - 4.4.1 suspend performance of the Services; and/or
 - 4.4.2 demand immediate payment by same day bank transfer of all outstanding charges and invoices; and/or
 - 4.4.3 charge interest on all outstanding amounts at a rate of 4% per annum above the Bank of England's base rate from time to time in force from the due date for payment until full payment has been received by KYOCERA whether before or after judgment.
- 4.5 KYOCERA may set and vary Credit Terms from time to time and withhold all further deliveries if the Customer fails to comply with those Credit Terms.

5 Performance

- 5.1 The Services shall be performed at the Premises on the date(s) specified in the Contract.
- 5.2 Time of performance of the Services is not of the essence. KYOCERA shall use its reasonable endeavours to meet estimated dates for performance, but any such dates are approximate only.
- 5.3 KYOCERA shall not be liable for any delay in or failure of performance caused by the Customer's failure to: (i) make the Premises available, (ii) prepare the Premises in accordance with KYOCERA's instructions or in such a manner as is required for performance of the Services, or (iii) provide KYOCERA with adequate instructions for performance or otherwise relating to the Services;
- 5.4 KYOCERA warrants to the Customer that the Services will be provided using reasonable care and skill.
- 5.5 The Customer acknowledges that KYOCERA gives no warranty or representation and does not accept any liability howsoever arising in relation to any Services or any software used in the provision of the Services which are not proprietary to KYOCERA.

6 Intellectual property

- 6.1 KYOCERA shall indemnify the Customer from and against all amounts finally awarded against the Customer as a result of any action, demand or claim that performance of benefit of the Services infringes the Intellectual Property Rights of any third party (IPR Claim), provided that Customer:
 - 6.1.1 notifies KYOCERA in writing setting out full details of any IPR Claim of which it has notice as soon as is reasonably possible;

- 6.1.2 does not make any admission of liability or agrees any settlement or compromise of the relevant IPR Claim without the prior written consent of KYOCERA;
 - 6.1.3 allows KYOCERA at its request and own expense have the conduct of or settle all negotiations and litigation arising from the IPR Claim at its sole discretion;
 - 6.1.4 takes all reasonable steps to minimise the losses that may be incurred by it or by any third party as a result of the IPR Claim;
 - 6.1.5 at KYOCERA's request, provides KYOCERA with all reasonable assistance in relation to the IPR Claim (at the Customer's expense) including the provision of prompt access to any relevant premises, officers, employees, contractors or agents of the Customer.
- 6.2 KYOCERA's obligations under clause 6 shall not apply to Services modified or used by the Customer other than in accordance with the Contract or KYOCERA's instructions. The Customer shall indemnify KYOCERA against all losses, damages, liability, costs and expenses (including reasonable legal fees) incurred by KYOCERA in connection with any IPR Claim arising from such modification or use.

7 DATA PROTECTION

- 7.1 Both Parties shall fully adhere to all applicable Data Protection Laws.
- 7.2 For the purposes of the Data Protection Laws, the Parties agree that the Customer is the Controller in respect of any Personal Data that KYOCERA processes in the course of performance of this Contract for the Customer (other than business contact data processed by KYOCERA to allow it to manage the Customer's account) and that KYOCERA is a Processor for the purposes of processing Personal Data pursuant to this Contract, or, as the case may be, Customer acts as a Processor for the End User and KYOCERA acts as Sub-Processor of Customer acting on instruction of Customer vis-à-vis the End User. The Customer shall ensure all its instructions to KYOCERA in respect of Personal Data (including the terms of the Contract) shall at all times be in accordance with Data Protection Laws.
- 7.3 In the event KYOCERA processes Personal Data as Data Processor, KYOCERA shall process Personal Data in accordance with KYOCERA Data Processing Terms & Conditions which are accessible via <https://www.kyoceradocumentsolutions.co.uk> and which are incorporated by reference and form part of this Contract.
- 7.4 In the event that one Party processes Personal Data (as Data Controller of that Personal Data) of the other Party, or if the one Party receives Personal Data directly from affected data subjects of the other Party, such personal data shall be processed by the one Party under the privacy statement of that one Party. The KYOCERA privacy statement is available on [kyoceradocumentsolutions.eu](https://www.kyoceradocumentsolutions.eu).

8 EXPORT REGULATIONS

- 8.1 Customer agrees to:
- 8.1.1 comply with all relevant export control laws, regulations, and restrictions;

- 8.1.2 not export or re-export KYOCERA products ("Products"), directly or indirectly, to any countries or areas which are subject to UN, EU, USA, export or re-export restrictions or sanctions;
- 8.1.3 not knowingly redirect Products to any customers or end-users if the Products are or will be used for the development or production of conventional weapons or weapons of mass destruction (i.e. nuclear, chemical or biological weapons) or their means of delivery (missiles), subject to multilateral non-proliferation controls;
- 8.1.4 not knowingly export or re-export the Products, directly or indirectly, to any foreign countries or area if the Products concerned are subject to the Wassenaar Arrangement on Export Controls for Conventional Arms and Dual-Use Goods and Technologies (Wassenaar Arrangement). Products falling under export control trade restrictions of the Wassenaar Arrangement or re-export Products from the USA require an export trade license from the local government when products are exported, or local laws may apply for local transfers. Customer is responsible for obtaining the export licenses or licenses allowing for local transfers at its own expense;
- 8.1.5 assist KYOCERA in providing the UK, EU, USA or other applicable authorities with whatever information and assurances they may require in order to issue an export licence to KYOCERA in respect of the export of the Products into its territory;
- 8.1.6 ensure Products are not sent to such denied person whether or not end customers appear on the consolidated list of persons, groups and entities subject to sanctions as issued by the EU, US, UN from time-to-time ("Denied Persons").

9 ANTI-BRIBERY

- 9.1 Each Party shall comply with the Bribery Laws and all policies with which each Party is required to comply relating to the prevention of bribery and corruption and each shall ensure that all of that Party's personnel; and all other persons associated with that Party involved in performing services for or on behalf of that Party or otherwise involved with this Contract so comply.
- 9.2 Customer agrees to:
 - 9.2.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption;
 - 9.2.2 not offer, promise, authorise, give, request, demand or accept any improper payment, anything of value, or an undue advantage for, to, or from anyone in government and or the private sector in order to gain, retain or direct business, or secure any other improper advantage for Customer or any person;
 - 9.2.3 have and maintain in place throughout the term of this Contract its own policies and procedures to ensure compliance with applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption and will enforce them where appropriate;

- 9.2.4 immediately notify KYOCERA in writing if a foreign public official becomes an officer or employee of Customer or acquires a direct or indirect interest in Customer, and Customer warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of this Contract;
- 9.2.5 ensure that it, and its employees and subcontractors, maintain accurate books and records in connection with the performance of Customer's duties in relation to this Contract. KYOCERA has the right to review Customer's books and record upon written request, within forty-five (45) days of receiving this request from KYOCERA, or within a time period that is otherwise mutually agreeable to KYOCERA and Customer;
- 9.2.6 notify KYOCERA immediately, or in any event, in not less than thirty (30) days after it becomes aware of any improper or illegal payments offered, promised, made authorised, requested or received by, to, or from a foreign public official or other person in connection with the performance of Customer's duties under this Contract;
- 9.2.7 ensure that any person associated with Customer who is performing services or providing goods in connection with this Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on Customer in this clause. Customer is responsible for the observance and performance by these persons of the provisions set out in this clause, and is directly liable to KYOCERA for any breach by these persons of any of the provisions set out in this clause.
- 9.2.8 Without prejudice to the generality of clause 9, neither Party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment or advantage, or allow any such bribe, improper payment or advantage to be made or received on its behalf, either in the United Kingdom or elsewhere and shall implement and maintain adequate procedures to ensure that such bribes or improper payments or advantages are not made or received directly or indirectly on its behalf.
- 9.2.9 Each Party shall immediately notify the other as soon as it becomes aware of a breach or possible breach of this clause.
- 9.2.10 The expressions 'adequate procedures', 'associated with' and 'foreign public official' shall be construed in accordance with the Bribery Act 2010.

10 CONFIDENTIALITY

10.1 Confidential Information means all verbal and/or written information and data that the receiving party ("Recipient") receives from the Party disclosing the information ("Disclosing Party") which information is indicated as confidential or of which Recipient knows or is reasonably deemed to know its confidential nature, including, but not limited to the following: technical information and/or financial information and/or business information; information on existing customers and/or potential customers; information on existing business transactions and/or intended business transactions; reports; plans; software; computer data; drawings; know-how; show-how; personal data; trade secrets; certain third party confidential information and only in circumstances where Disclosing Party has contractual and lawful rights to disclose third party confidential information.

10.2 Group Company means any company directly or indirectly controlling, controlled by or under common control with the Recipient where control will be deemed to be exercised in case of a 50% or more direct or indirect shareholding or the right to exercise in aggregate 50% or more of the votes at the relevant company's general shareholders' meeting.

10.3 Recipient must keep all Confidential Information it has already received or will receive in the future strictly confidential irrespective of how this information was received and must:

10.3.1 not disclose any Confidential Information to any person or any entity, except to its employees, statutory auditors, legal advisors and/or Group Companies who have a legitimate need to know. Recipient is obliged to advise any such employee, statutory auditor, legal advisor and/or Group Company of the confidential nature of the material disclosed and the purpose for which it is disclosed. Each Party will be liable for any failure to abide by the provisions of this Contract of the person or entity to whom the Confidential Information has been disclosed as if such failure was the act or omission of such Party;

10.3.2 use the same degree of care in protecting the Confidential Information as it uses with respect to protecting its own confidential information, but in no case will Recipient use less than reasonable care in protecting the disclosed Confidential Information;

10.3.4 impose all confidentiality obligations as stipulated in this Contract on all its employees and third parties to whom Confidential Information has been disclosed or will be disclosed and will make best efforts to ensure that these employees and third parties meet all these confidentiality obligations;

10.3.5 not use Confidential Information for its own use (including but not limited to development of its own product, marketing and selling products to others than Disclosing Party) nor for any other purpose(s) except for the performance of this Contract;

10.3.6 notify Disclosing Party immediately in writing upon becoming aware of any unauthorized disclosure, copy, use or loss of all or any part of the Confidential Information;

10.3.7 at first request of Disclosing Party promptly, but no later than seven (7) calendar days after Disclosing Party's request, destroy and certify the destruction of or return to Disclosing Party part or all of the disclosed Confidential Information and all copies, except when Recipient is required to keep one copy of documents disclosed by Disclosing Party for the purpose of complying with any applicable statutory and/or regulatory requirements. All relevant provisions of this Contract continue to apply to all returned Confidential Information.

10.4 Confidential Information does not include information which (i) is already generally known or will become generally known to the public through no breach of any of the provisions of this Contract, (ii) can be proven to have been received from a third party without similar restrictions as stipulated in this Contract and without breach of this Contract, (iii) is approved for release by written authorization of Disclosing Party, (iv) is disclosed pursuant to mandatory law requirements, (v) can be established to have been independently developed by the business without the use of Confidential Information.

10.5 Confidential Information shall remain the Disclosing Party's property.

11 Force Majeure

11.3 Neither Party shall be liable to the other Party by reason of any failure or delay in performance of its obligations under the Contract which is due to a Force Majeure Event where there is no practicable means available to the Party concerned to avoid such failure or delay.

11.4 A Party that is subject to a Force Majeure Event shall not be in breach of the Contract provided that:

11.4.4 it promptly notifies the other Party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and

11.4.5 it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and

11.4.6 it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event by carrying out its obligations under the Contract in any way that is reasonably practicable and the Party resumes the performance of its obligations as soon as reasonably possible.

11.5 If the Force Majeure Event continues for a continuous period of more than three months, any Party may terminate the Contract by giving fourteen (14) days' written notice to the other Party. On the expiry of this notice period, the Contract will terminate. Such termination shall be without prejudice to the rights of the Parties in respect of any breach of the Contract occurring prior to such termination.

12 Termination

12.1 KYOCERA may terminate the Contract at any time by giving notice in writing to the Customer if:

12.1.1 commits a material breach of any term of this Contract and (if such breach is remediable) fails to remedy that breach within a period of fourteen (14) days of being notified in writing to do so; or

12.1.2 any distress or execution is levied on the Customer's property or if the Customer has a receiver, administrator, administrative receiver or manager appointed over the whole or any part of its assets, becomes insolvent, compounds or makes any arrangement with its creditors, or a petition is filed, a notice is given, a resolution is passed or an order is made for or in connection with the winding up of the Customer or the Customer goes into liquidation, or if the Customer suffers any analogous proceeding under foreign law;

12.1.3 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;

12.1.4 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within seven days of that procedure being commenced;

12.1.5 undergoes a change in its management and/or control and KYOCERA acting reasonably, considers that such change is detrimental to its interests. For the

purpose of this clause "control" shall have the meaning given to it in section 1124 Corporation Tax Act 2010.

12.2 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of KYOCERA at any time up to the date of termination.