

TERMS AND CONDITIONS OF PURCHASE BY SONY OF PRODUCTS AND SERVICES

SONY EUROPE BV whose registered office is at The Heights, Brooklands, Weybridge, Surrey KT13 0XW, United Kingdom, incorporated in the Netherlands, No. 71682147 and registered in England and Wales with company number FC035527 ('Sony')
VAT no. GB636110080

Warning – Sony will not accept liability for any orders placed which are not subsequently confirmed by an official Purchase Order, in the format of this document, authorised by Sony.

1) Definitions

- a) **"Sony"** means Sony Europe BV (with its registered office at The Heights, Brooklands, Weybridge, Surrey, KT13 0XW, UK incorporated in the Netherlands, No. 71682147 and registered in England and Wales with company number FC035527) or such persons, entities and/or body corporates that are under common Control with, Control, or are Controlled by Sony Europe BV (where **"Control"** shall mean that the entity has a direct or indirect equity ownership of at least fifty per cent of the voting shares in issue now or in the future).
- b) **"Supplier"** means any supplier of Goods to Sony.
- c) **"Parties"** means Sony and the Supplier.
- d) **"Customer"** shall mean any legal entity to whom Sony is offering or has contracted to supply on the Goods to be supplied to Sony by the Supplier under the terms of this PO.
- e) **"Goods"** means any equipment or commodity or services supplied or to be supplied by the Supplier to Sony under the Purchase Order.
- f) **"Software"** means any computer programs incorporated in or associated with the Goods, together the associated documentation, and which programs and documentation are supplied to Sony together with the Goods.
- g) **"Specifications"** means the description of the Goods contained in or referred to in the Purchase Order.
- h) **"Purchase Order"** or **"PO"** means this document and all other documents incorporated by reference.
- i) **"WEEE Directive"** means Directive 2012/19/EU on Waste Electrical and Electronic Equipment as amended and enacted by national laws within the European Union.
- j) **"Work Product"** has the meaning set out in Clause 17 c) of this document.

2) Terms and Conditions applying

- a) Except as provided for in Clause 2 b) below, terms and conditions other than those contained in this document (including without limitation the Supplier's terms and conditions) are excluded.
- b) If there is a written agreement in respect of the subject matter of this PO, which has been signed by both Parties, and which is in force at the time of the PO, the terms and conditions of that agreement shall apply to the PO, where a written reference to that agreement has been added by Sony to the front of the PO.
- c) All conditions, representations and warranties, express or implied by statute, common law or otherwise (including but not limited to conditions, representations and warranties as to title, quiet enjoyment, quality and fitness for purpose), shall remain valid and effective and apply to the subject-matter of this PO, unless otherwise agreed by the Parties in writing.
- d) Sony will not accept any liability for any orders for Goods placed which are not subsequently confirmed by an official Purchase Order, in the format of this document, authorised by Sony.
- e) The Supplier shall accept this Purchase Order within 48 hours by written confirmation indicating the Purchase Order reference number, line item and confirmation of delivery times. This confirmation, any future delivery notes and invoices shall be issued in the same form as the Purchase Order in particular, the line items on such correspondence shall correspond exactly with the Purchase Order including part numbers, descriptions and price.

3) Scope and performance

- a) The Supplier shall supply the Goods in accordance with the PO and in any event at a standard no lower than standard practice within the industry.
- b) The Supplier shall appoint a single person as its representative and point of contact to Sony for the purposes of the PO.

4) Conformity with Specification, Samples and Standards

- a) All Goods supplied must:
 - (i) conform in all aspects with the Specifications and with any patterns, drawings, designs, moulds or samples provided by Sony
 - (ii) where appropriate, conform in all aspects with the requirements of all relevant local standards and local legislation at the place of delivery in force at the date of delivery, and
 - (iii) be fit for any purposes made known to the Supplier, whether expressly or by implication.
- b) Sony has the right to modify the Specifications in whole or in part, but no modification by the Supplier will be accepted without Sony's prior written consent.
- c) At Sony's request the Supplier hereby agrees to provide or, in the event the Supplier is not the manufacturer of the Goods, arrange for the manufacturer to provide, written evidence in the form requested by a Customer and/or Sony, that Sony has been granted all the rights necessary to fulfil its obligations to the Customer in respect of the Goods including but not limited to the supply and support of the Goods.
- d) The Supplier warrants that no security measures have been incorporated in the Goods which would impair or limit their use and operation, excepting such measures as have been disclosed to Sony and/or set out in the relevant Specification.
- e) Unless otherwise specified, the Supplier warrants that the Goods are new and in their original packaging.
- f) No substitutions are to be supplied without Sony's prior written consent.
- g) Supplier certifies that the Goods are genuine products, are entitled to a full manufacturer's warranty, and that any related Software will be licensed to the Customer as the licensee authorized to use the Software.

5) Amendment, Cancellation and Suspension of the PO

- a) Sony shall be entitled, at any time on giving written notice to the Supplier, to cancel the PO or any part thereof without compensation to the Supplier, and/or claim reimbursement for all losses and expenses suffered, in the event that the Supplier:
 - i) fails to supply Goods in accordance with the terms of the PO
 - ii) fails to make progress with the PO so as to jeopardise the purpose of the PO
 - iii) becomes insolvent, goes into receivership, is wound up or otherwise ceases business
 - iv) commits some act prejudicial to the interests of Sony; or
 - v) becomes subject to the control of a third party in a manner prejudicial to the interests of Sony.
- b) In the event of any interruption to Sony's business, or to the business of a customer of Sony to whom the Goods detailed in the PO are to be supplied, due to circumstances beyond Sony's control such as, but not limited to, any war, riot, civil commotion, compliance with any law or governmental actions, industrial dispute, fire, flood, storm, explosion or accident which would prevent or hinder the use of all or part of the Goods which are the subject of the PO, Sony shall have the right to suspend the PO until such circumstances have ceased or, at its option, cancel the PO.
- c) In the event the Customer cancels its order with Sony, Sony reserves the right to amend or cancel the PO after acceptance by the Supplier or delivery to Sony. In the event of cancellation of any PO after acceptance by Supplier, Supplier shall be compensated by Sony of all appropriate and substantiated costs incurred by Supplier up to the date of cancellation, however, Supplier shall use its best efforts to mitigate the extent of such costs. The Supplier shall make the necessary arrangements to collect any Goods or part thereof delivered by the Supplier from the site advised by Sony.

6) Right to inspect and test

- a) Sony shall have the right to witness and, if necessary, take part in inspection or testing of the Goods at the premises of the Supplier or the premises of the Supplier's sub-contractors, and the Supplier will give Sony reasonable prior written notice of any such inspections or tests.
- b) Any witnessing or participation by Sony in any inspection or testing of the Goods under this Clause 6 shall not relieve the Supplier of any of its obligations under the PO.
- c) The Supplier shall ensure that the terms and conditions of its sub-contracts provide for the rights of Sony as stated in this Clause 6.

7) Delivery

- a) The Supplier shall deliver the Goods at the time specified by Sony. The Supplier shall provide delivery schedules upon Sony's request. Such delivery schedules, if applicable, shall form part of the PO. Any time or period for delivery, despatch or completion shall be of the essence.
- b) The Supplier agrees to notify Sony immediately in writing of any event arising, or anticipated to arise, which may affect delivery schedules.
- c) The Supplier shall ensure that the Goods are adequately protected against damage or deterioration in transit.
- d) Unless otherwise agreed in writing by Sony, delivery shall be provided by the Supplier to Sony:
 - (i) at the Supplier's expense
 - (ii) to the address(es) specified by Sony; and
 - (iii) DDP as defined in and in accordance with the valid version of the Incoterms at the time of delivery, except that delivery shall include the off-loading of the Goods.
- e) All packaging of Goods and correspondence regarding Goods shall clearly state the PO number, addressee, address and the number and type of Goods. Sony reserves the right not to accept deliveries of Goods not so marked.
- f) All containers and packaging materials supplied by the Supplier shall be considered non-returnable and their costs shall be included in the price of the Goods.
- g) The Goods shall be suitably packaged to allow safe transport and general handling and, unless otherwise agreed in writing by Sony, the packaging shall be recyclable and constitute a minimum impact on the environment. Any safety precautions required to be observed in the handling of the Goods are to be indicated clearly on the outside of each package of Goods.
- h) When at Sony's premises, the Supplier must comply, and must ensure that its employees and sub-contractors comply, with:
 - (i) Sony's environmental and health and safety policies and procedures (including but not limited to those relating to equipment, behaviour and clothing) (available on request); and
 - (ii) any instructions from Sony personnel.

8) Rejection

- a) Where Sony receives Goods without witnessing or participating in any inspection or testing of the Goods pursuant to Clause 6, Sony's right subsequently to inspect the Goods and reject them if they do not comply with the Specifications or the PO, or to claim for shortage, shall not be prejudiced. When Goods are rejected, they will be returned to the Supplier at the Supplier's risk and expense.
- b) Where Sony rejects the Goods, the Supplier shall immediately replace any rejected Goods with goods which conform to the PO, unless otherwise agreed in signed writing between the Parties.

9) Title and Risk

- a) Where advance or staged payments are made by Sony, title but not risk shall pass to Sony as soon as Goods are allocated to the PO. All Goods so allocated shall be adequately marked and recorded by the Supplier as being the property of Sony.
- b) Title in the Goods shall pass to Sony no later than the time of delivery, provided that any passing of title shall not prejudice either Sony's right to reject for non-conformity with the Specifications or the PO, or any other rights that Sony may have under the PO.
- c) The risk in the Goods shall pass to Sony only upon completion of the unloading of the Goods, and an authorised representative of Sony signing for the Goods, at the receiving area at the address(es) specified by Sony, provided that the risk in any Goods rejected by Sony under Clause 8 shall revert to the Supplier immediately upon notice being given by Sony of such a rejection.

10) Payment

- a) If a fixed purchase price is specified in the PO, the price for the Goods shall be fixed and firm, with the exception of early payment discounts and the like, and no form of surcharge shall be added or variation made. Where a purchase price is specified in the PO 'not to exceed £ / € xxx', Sony shall not be liable to pay sums in excess of the amount specified, unless a fixed price exceeding the amount specified has been accepted in signed writing by Sony.
- b) Invoices must be sent to the address indicated at the top of the PO.
- c) Invoices must bear: the PO number; the Supplier's company number and VAT number; the Supplier's bank details as provided to Sony in accordance with Clause 10k); and any other information reasonably requested by Sony from time to time.
- d) Partial invoicing is not accepted unless agreed in signed writing by Sony.
- e) The Supplier shall be entitled to submit an invoice for the Goods upon completion of delivery of the Goods.
- f) Sony has the right to reject any invoices from the Supplier that do not fully comply with the PO and/or are not validly submitted in accordance with Clause 10c). Sony shall have no liability for payment in respect of any invoice which is not validly submitted in accordance with the terms of this Clause 10.
- g) Sums invoiced shall fall due for payment sixty (60) days from the date on which Sony receives a validly submitted invoice, unless by the time when payment is due Sony has rejected the Goods or any of them under Clause 8.
- h) If Sony has rejected the Goods or any of them without having made payment and such rejected Goods are thereafter replaced by the Supplier with goods which conform to the PO, then payment shall be made by Sony within sixty (60) days following receipt of a valid invoice for the same.
- i) Payment may be delayed, but no prompt payment discount shall be forfeited, by Sony in the event that the Supplier:
 - II) fails to send on the day of despatch for each consignment of Goods appropriate advice of despatch and invoices; or
 - II) fails to comply with this Clause 10.
- j) The Supplier shall be responsible for reporting and payment of all taxes, customs duties and any other duties in accordance with applicable law, including any fines, interest and costs in connection therewith and shall indemnify and hold Sony harmless in respect of any such costs.
- k) The Supplier has an obligation to notify Sony of its bank account details into which payments should be made. This information should be supplied when the Supplier is set up as a Sony supplier and the Supplier must promptly notify Sony of any changes to its bank account details (until which time Sony is entitled to assume the details previously provided are correct). Sony shall retain and manage the details of the Supplier's bank accounts, into which payments shall be made, in accordance with Sony's own internal policies and procedures. Sony shall make payments to the bank account as notified by the Supplier or which purports, fraudulently or otherwise howsoever (including details provided on an invoice) to have been notified by the Supplier.

11) Availability of Parts

Where Goods require or are capable of maintenance, the Supplier will use its best endeavours to ensure the availability of service parts therefor for a period of not less than 7 years from the date of delivery of the Goods to Sony. Where by reason of obsolescence the Supplier considers that it will be unable to maintain such availability of service parts, the Supplier will notify Sony immediately in writing to enable Sony to make appropriate arrangements for the continued support of the Goods.

12) Product Compliance and WEEE

- a) The Supplier warrants and undertakes that, at the time and place of delivery, the Goods comply with all applicable national and European legislation including but not limited to, all legislation relating to: product compliance; health and safety; environmental packaging; circular economy; eco-design and labelling. Such legislation includes, but is not limited to the following European legislation and all relevant national implementing laws: Low Voltage Directive 2014/35/EU; Radio Equipment Directive 2014/53/EU; Electromagnetic Compatibility Directive 2014/30/EU; Restriction of Hazardous Substances Directive 2011/65/EU; REACH Regulation EC 1907/2006; POP Regulation No 2019/1021 and any subsequent legislation, regulations or directives which amend or supersede the aforementioned (and, in the case of delivery of Goods in the United Kingdom, any national laws equivalent to the listed European legislation). The Supplier shall indemnify Sony (to the fullest extent permitted by applicable law) for any costs and expenses incurred by Sony as a result of the Supplier or any of its employees, agents or sub-contractors failing to comply with this warranty and undertaking.
- b) The Supplier warrants and undertakes to comply with all provisions of the WEEE Directive (and, in the case of delivery of Goods in the United Kingdom, the equivalent legislation) that apply in respect of the supply and any subsequent disposal of the Goods, including but not limited to any obligations placed upon the Supplier as a result of the Supplier being the "Producer" (as defined in the WEEE Directive) of the Goods. The Supplier will cooperate with Sony, to the extent reasonably required by Sony, in respect of any steps taken by Sony to comply with any provisions of the WEEE Directive in respect of the Goods. The Supplier shall indemnify Sony (to the fullest extent permitted by applicable law) for any costs and expenses incurred by Sony as a result of the Supplier or any of its employees, agents or sub-contractors failing to comply with this Clause 12b).

13) Confidentiality of Information

The Supplier shall treat all information provided by Sony as confidential and use such information only for the purpose of performing the PO. The Supplier shall exercise proper custody and control over any drawings, data and other materials issued to it and return or dispose of such in accordance with Sony's instructions. Prior written consent shall be obtained from Sony before any publicity is issued by the Supplier in connection with the PO. For the avoidance of doubt, this Clause 13 shall not replace or otherwise modify any non-disclosure agreement concerning the subject matter of this PO.

14) Warranty

- a) The Supplier warrants and represents that, at the time of delivery and for a period of two (2) years thereafter, the Goods will:
 - (i) be free from all defects and deficiencies in materials and workmanship; and
 - (ii) conform to the Specifications.
- b) During the warranty period specified in Clause 14 a) above, Supplier shall correct defects in Goods. At Sony's option, Supplier shall repair or replace all defective Goods at the place and within the times advised by Sony. Supplier shall bear all risk and warranty costs such as replacement of parts, travel, labour, material inspection and shipping from and to the location of the Goods. If Sony incurs any such costs, it may either recover them directly from the Supplier or deduct them from any amounts due to the Supplier.
- c) All Goods or parts thereof which have been repaired or replaced shall be warranted for a further warranty period (for the avoidance of doubt, in respect of all warranties referred to in this Agreement) which shall be equivalent to the original warranty period provided the overall warranty period in respect of each Purchase Order shall not exceed four (4) years from delivery of the last part of the Goods detailed in the Purchase Order.

15) Liability and Insurance

- a) The Supplier will indemnify and keep Sony indemnified in respect of all losses which result, during proper use, from defective materials, goods, workmanship or design supplied by the Supplier.
- b) The Supplier will indemnify and keep Sony indemnified against:
 - i) any claim arising out of death or loss or injury caused to any person; and
 - ii) any claim arising out of damage to the property of any person, by reason of any negligence or any act or omission on the part of the Supplier, its employees, sub-contractors or agents arising out of the performance of the PO.
- c) In the event a third party makes a claim for damages against either the Supplier or Sony in connection with the PO, the Party in question shall notify the other Party without undue delay.
- d) Without in any way limiting the Supplier's liability hereunder, the Supplier undertakes to maintain in force with a reputable insurance company valid employers' and products liability insurance policies to cover its liabilities under the PO for the term of the PO. The Supplier shall, on Sony's request, produce such insurance certificates giving details of cover and the receipts for the current year's premiums.

16) Import & Export Regulation

Where the Goods are subject to export or import control regulations, the Supplier shall notify Sony of all such matters and will:

- i) obtain all necessary documentation for the export of the Goods to Sony; and
- ii) give all reasonable assistance to Sony in obtaining importation documentation for the Goods and documentation for any subsequent re-exportation of the Goods.

17) Intellectual Property Rights

- a) The Supplier shall indemnify Sony from and against all costs, claims, proceedings or demands in respect of any infringement of patent, registered design, trade mark, copyright or other intellectual property rights arising out of the sale or use of any Goods supplied under this PO provided:
 - (i) Sony is in compliance with the PO; and
 - (ii) Sony promptly notifies the Supplier as soon as it becomes aware of any such claims, proceedings or demands, and
 - iii) Sony uses reasonable endeavours to comply with all reasonable requests by the Supplier to take steps to mitigate or reduce any losses suffered as a result of such claims, proceedings or demands.
- b) In the event of any third party claim or assertion of title, Supplier shall, at Sony's direction, either:
 - (i) obtain for Sony and the Customer the right to continue using the Goods or any part thereof delivered to that party or for which that party has obtained a licence; or
 - (ii) replace or modify the Goods or any part thereof at no cost to Sony or the Customer so that it is no longer infringing without detracting from the overall form, fit, performance and functionality of the Goods. Supplier agrees to achieve either of these objectives within a reasonable time and shall keep Sony informed at all times.
- c) To the fullest extent permitted by law, where development forms part of the PO, the ownership of any intellectual property rights arising from such development including (without limitation) any intellectual property rights in notes, drawings, documentation, computer programs, customer lists, sound and visual images ("Work Product") shall be transferred to Sony and the Supplier shall co-operate in any measure necessary to make such transfer effective as soon as any such right arises.
- d) To the fullest extent permitted by law, the Supplier hereby unconditionally and irrevocably waives in favour of Sony, its licensees and successors in title, all moral rights in and to the Work Product.
- e) Any information including but not limited to documents, drawings, specifications and samples passed from Sony to Supplier shall remain the property of Sony and shall be returned to Sony immediately upon request.

18) Subcontracting and Assignment

- a) The Supplier's rights and obligations under the PO cannot be sub-contracted without the prior written permission of Sony.
- b) If written permission to sub-contract is obtained from Sony, such permitted sub-contracting shall not relieve the Supplier of its obligations to Sony under the PO and the Supplier shall remain fully liable to Sony for the acts and omissions of such sub-contractors as if they were its own acts or omissions (including but not limited to any errors or defects by sub-contractors or any failure on their part to deliver on time).
- c) The Supplier shall remain responsible for the performance of the PO and shall not assign the PO or its right to payment thereunder.
- d) Sony may freely assign or sub-contract its rights and/or obligations under the PO without the need to obtain the Supplier's prior consent.

19) Severability

If for any reason a court of competent jurisdiction finds any provision of the PO, or portion thereof, to be unenforceable, that provision of the PO shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of the PO shall continue in full force and effect.

20) Waiver

Failure by either Party to enforce any provision of the PO shall not be deemed a waiver of future enforcement of that or any other provision. All rights and remedies conferred under the PO or by law shall be cumulative, and may be exercised singularly or concurrently.

21) Governing Law and Venue

The PO shall be subject to and construed under English law and the Parties hereby submit to the exclusive jurisdiction of the courts of England. The United Nations Convention on Contracts for the International Sale of Goods ("CISG") is explicitly excluded from application to this PO.