

**SONY EUROPE LIMITED - TERMS AND CONDITIONS OF PURCHASE OF NON  
SONY PRODUCTS AND SERVICES**

**Applicable towards the supply of goods and/or services to SONY EUROPE LIMITED, with its registered office at The Heights, Brooklands, Weybridge, Surrey, KT13 0XW, UK, VAT no. GB636110080 and registered company number 02422874.**

**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 Limited (with its registered office at The Heights, Brooklands, Weybridge, Surrey, KT13 0XW, UK and registered company number 02422874) or such persons, entities and/or body corporates that are under common Control with, Control, or are Controlled by Sony Europe Limited (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) **"Goods"** means any equipment or commodity or services supplied or to be supplied by the Supplier to Sony under the Purchase Order.
- e) **"Specifications"** means the description of the Goods contained in or referred to in the Purchase Order.
- f) **"Purchase Order"** or **"PO"** means this document and all other documents incorporated by reference.
- g) **"WEEE Directive"** means Directive 2002/96/EC on Waste Electrical and Electronic Equipment as amended and enacted by national laws within the European Union.
- h) **"Work Product"** has the meaning set out in Clause 17 b) 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.

**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.

**5) 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) Either Party shall be entitled to terminate the PO at any time by giving the other Party three (3) months' prior written notice.

**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 delivery 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 rejection.

**10) Payment**

- a) Where 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 form '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 and the Supplier's company number and VAT number.
- 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.
- g) Sums invoiced shall fall due for payment 60 calendar days after Sony's receipt of 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 no later than 60 calendar days after Sony's 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:
  - i) 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.

**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) Safety and WEEE**

- a) The Supplier warrants and undertakes that the Goods comply with all relevant national and industrial safety standards applicable at the place of delivery.
- b) The Supplier warrants and undertakes to comply with all provisions of the WEEE Directive 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 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 such provisions.
- c) 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.

**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, the Supplier shall on Sony's request repair any defects and/or deficiencies in any Goods or replace any defective and/or deficient Goods free of charge. Repaired Goods and replacement Goods shall be subject to the foregoing warranty obligations for a period of two (2) years from the date of delivery of the repaired or replacement Goods.

**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; (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 any such claims, proceedings or demands, which steps may include (at the Supplier's option) accepting from the Supplier equivalent non-infringing modified or replacement goods or services.
- b) 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.
- c) 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.

**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.