

1 Definitions

Acante: Acante Solutions Ltd, a company registered in England & Wales with number 08580291 and registered office address at Europoint 5-11, Lavington Street, London SE1 0NZ.

Quote: written quotation by Acante for the supply of Products, including related documentation, and subject to these Terms.

Product: any hardware or consumables sold or rented (or intended to be sold or rented), or any Software licensed, under these Terms, including related documentation.

Software: any computer programs used to operate the Products.

Services: support for the Product including software updates, maintenance and training.

Specification: drawings and designs and technical information about Products produced by Acante.

Sales Order Acknowledgement ("SOA"): written acknowledgement by Acante of the relevant terms for that order. Any departure from these Terms shall only be valid if explicitly noted in the SOA by authorised representative of Acante and or Unilink Group.

Terms: these written Terms of Sale which create the contractual agreement for the supply of Products by Acante.

Unilink Group: The Unilink Group Ltd, a company registered a company registered in England & Wales with number 08876317 and registered office address at Europoint 5-11, Lavington Street, London SE1 0NZ, and the ultimate parent company of Acante.

2 Sales

1. All orders are subject to review and acceptance by Acante by SOA and those specific terms shall prevail over any terms or conditions which the Purchaser may seek or have sought to impose. No conditions in the Purchaser's Order will be binding unless expressly accepted in writing by Acante in the SOA and by an authorised representative.
2. Prices confirmed in the SOA exclude any applicable sales or value added or similar tax payable by the Purchaser and are net of any and all withholding taxes that Purchaser may be required to retain at source.
3. Prices confirmed in the SOA are Ex-Works ("EXW") under Incoterms 2020 and therefore exclude shipping and handling charges, insurance, import or export duties or similar unless otherwise indicated.
4. Prices confirmed in the SOA are valid solely for the period specified in the SOA and are subject to revision without notice as follows
 - clerical errors may be corrected by Acante at any time including during the validity of the SOA.
 - periodic amendments in published prices lists, whether due to changes in costs of components (e.g. due to currency fluctuations or import or export taxes or duties or tariffs) or labour (e.g. due to salary increases or overtime demands) may be made after expiry of the SOA
5. Purchasers may request Quotations for bespoke (one off and or customised products) with non-standard Specifications. While reasonable care is taken to ensure accuracy, any non-standard Specifications produced as part of the Quotations or SOA are intended to present a general idea of the Products described therein and shall not form part of the applicable terms explicitly agreed by Acante in the SOA.
6. Acante reserves the right to incorporate new features and to supply Products which may not be strictly in accordance with the specification agreed upon, provided that any changes in specification shall not materially prejudice the performance of the Products.
7. Acante manufactures Products for each Purchaser to order on issuance of SOA, and has limited opportunities to resell or switch Products ordered by one Purchaser to another. Cancellation after issue of SOA shall therefore result in Purchaser being liable for the full order value without reduction.

3 Payment

1. Prompt settlement in cleared funds in full is the essence of the Contract.
2. Payment terms are confirmed in the SOA are subject to change at Acante's discretion if the Purchaser's financial condition or payment record or other conduct merits such change.
3. Late payment shall result in Acante charging Statutory Interest (Bank of England base rate + 8% plus additional charges) as permitted in law. Only statutory notice shall be provided.
4. New Purchasers may be required to settle in cleared funds fifty percent (50%) of the total order value (including VAT) in advance on submission of Order and issue of SOA, with the balance due before despatch. Existing Purchasers may be offered additional credit terms based on past conduct.

4 Title

1. Until payment is received in full in cleared funds the Products shall remain the sole and a sole and absolute property of Acante as legal and equitable owner. Purchaser is in possession of the goods solely as bailee for Acante and shall as bailee (a) mark and or make them readily identifiable as the property of Acante and (b) keep in good and safe order and

(c) insure and keep the same insured in the name of Acante in their full order value. Acante or designated agents may enter any premises where the goods are stored or where they are reasonably thought to be stored and may repossess the same.

2. If the Products being the property of Acante are mixed with goods being the property of any other person other than the Purchaser or incorporated therein the product thereof shall become or shall be deemed to be owned in common with that other person in proportion to the value of the constituent parts therein. The Purchaser is licensed by Acante to agree to sell on the said Products subject to the express condition herein before mentioned in relation to the proceeds of sale thereof.
3. If the Purchaser is licensed by Acante to agree to sell Acante's Products subject to the express conditions that 90% of the proceeds thereof are held in trust for Acante and are not mingled with other monies or paid into any overdrawn bank account and shall be at any times identifiable as Acante monies. The Purchaser is licensed to use the Products in the manufacture of other goods provided that if the Products being the property of Acante are mixed with goods being the property of the Purchaser or are processed with or incorporated therein the product shall be deemed to be the sole and exclusive property of Acante.

5 Acceptance

1. For Products without installation included in the purchase price, acceptance shall be deemed to occur upon delivery to Purchaser's agent or carrier Ex-Works (Acante's site).
2. For products with installation included in the purchase prices, acceptance occurs when the Product passes Acante's installation and test procedures.
3. If Purchaser schedules or delays delivery or installation by more than ten (10) days after notification of readiness then acceptance will occur on the eleventh (11th) day after such notification.

6 Intellectual Property & Software

1. Acante creates high value and unique Products using a combination of own developed and third party components, skilled labour and software. Purchasers acknowledges that Acante has invested time, money and expertise and has created valuable intellectual property, including copyright, designs and knowhow. Except as permitted by law or by Acante in writing, Purchaser agrees not to reverse engineer or reverse assemble Products, nor to use Specifications other than as necessary for own use of Products, and not to Reverse Compile or modify or translate Software, nor to Copy Software onto any public or unprotected distributed network.
2. Acante grants Purchaser a non-exclusive, non-transferable, country specific license to use one copy of the Software on each Product unit (typically a kiosk) for internal purposes, and subject to documentation provided with the Software (if any). Third party license terms (if any are included with such documentation) will take precedence over these license terms.

7 Default

1. Acante may, at its discretion, amend or discontinue performance if Purchaser fails to pay any sum due, or fails to perform under this or any other contract with Acante, if after ten (10) days written notice the failure has not been cured. Actions may include
 - cancelling or amending any discount noted in the SOA;
 - cancelling or amending any deferred payment terms note in the SOA;
 - suspend any outstanding delivery of Product or Services in the SOA or any other contracts;
 - commence recovery possession of the relevant Products to which the default relates and Purchaser shall allow free access to Acante or designed agents to do the same.
2. No waiver or delay by Acante to exercise any rights under this clause shall imply acceptance of the default or subsequent default.
3. In the event that Purchaser shall enter bankruptcy, liquidation, administration, receivership or similar, Acante may terminate the Contract with immediate effect by written notice to the Purchaser or relevant authority and again recover possession of all Product for which full payment has not been received. Any Software licence may be terminated with immediate effect at Acante's discretion.

8 Warranty & Limitation of liability

1. Acante warrants that the Products will be of good quality and substantially free of defects in materials and workmanship for ninety (90) days from acceptance per clause 5. If Purchaser notifies Acante in writing during the warranty period of defect and/or non conformity. Acante may at its option replace or repair free of charge. Customer

will pay shipping expenses for return of such Product to Agilent. Agilent will pay expenses for shipment of the repaired or replacement Product.

2. The warranties are exclusive and no other warranties in any form shall apply. Acante specifically disclaims any implied conditions of satisfactory (rather than good) quality and fitness for a particular purpose.
3. Acante shall not be liable where
 - defects arise from abnormal usage or defects or neglect of anyone other than Acante;
 - replacement or repair is impossible due to force majeure
 - a Third Party guarantee or insurance policy exists
4. In no event will Acante be liable for any direct or indirect or consequential damages or losses for loss of use, loss of data or lost profits whether based on contract tort warranty. This exclusion is independent of any remedy set forth in these Terms.
5. The limitations per 8.3 and 8.4 will not apply to damages for bodily injury or death.

9 General

1. Acante shall not be liable for failure or perform or delay in performance of any contract or for the loss or damage to goods indirectly caused by force majeure to include acts of God, terrorism, fire, theft, riot, war, embargo, strike of labour, delays in delivery or material by suppliers, prohibition of export or import, confiscation of any other occurrences (whether or not of a similar nature to those specified) beyond the control of Acante. No consequences of any such event shall give rise to the recession of the Contract unless in the opinion of Acante the contract becomes incapable of performance.
2. The remedies in these Terms are Customer's sole and exclusive remedies.
3. Acante will store and use Customer's personal data in accordance with Unilink Group's Privacy Statement, available at [insert weblink]. Acante will not sell, rent or lease Customer's personal data outside fellow associates and subsidiaries of Unilink Group.
4. Purchasers who export or transfer Products from one country to another are responsible for complying with all relevant laws and regulations of the UK, US, EC and other territories as necessary, and for the necessary export authorisations. Customers may not seek to transfer to parties on any Denied Parties List or equivalent without relevant Government authorisation. Any such intention or action shall permit Acante to exercise Default per section 7.
5. The laws of England & Wales govern these terms and courts in England & Wales shall be the relevant forum for the resolution of disputes.
6. Upon Purchaser's written request, Acante will provide an end-of-use take-back service for environmentally sound disposal of the Products as legally required under EU Directive on Waste of Electrical and Electronic Equipment ("WEEE") or the UK equivalent. Agilent will pay all related disposal fees. All freight costs related to the end-of-use take back of the Products remain at the expense of the Customer. If Customer chooses to dispose of Products themselves, Customer is responsible for ensuring such is in accordance with local legal WEEE requirements.
7. To the extent that any provision or a portion of any provision of these Terms is determined to be illegal or unenforceable, the remainder of these Terms will remain in full force and effect.
8. These Terms and any supplemental terms applicable to the order detailed in writing in the SOA constitute the entire agreement between Acante and Purchaser, and supersede any previous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. Customer's additional or different terms and conditions will not apply. Changes may only occur with explicit written agreement of Acante.
9. Acante may assign or transfer any or all of its rights and or obligations under these Terms with immediate effect on written notice in connection with a merger or reorganisation or sale or transfer of business or change of control of either Acante or Unilink Group.