

## Service Specific Terms – Equipment Sales

The following terms will apply to the procurement of hardware by Artemis pursuant to an Order:

### 1. Agreement

- 1.1 Each Order between Artemis and the Customer will incorporate the IT Managed Services General Terms (the General Terms) and any applicable Service Specific Terms (together, the Agreement).
- 1.2 If there is any inconsistency between the various provisions of the Agreement, the following order of precedence will apply, where 1 has a higher precedence than 2 and so on: (1) any agreed amendment/Amendment Notice, (2) Order, (3) Service Specific Terms, (4) IT Managed Services General Terms.

### 2. Delivery of Equipment

- 2.1 Artemis shall use reasonable endeavours to deliver the Equipment to the Customer at the address for the Customer set out in the Order and delivery within a reasonable time.
- 2.2 Any times and dates provided for the delivery of Equipment shall be provided in good faith and are an estimate only, but time shall not be of the essence. Artemis shall not be liable for any delays or changes to any delivery times and dates provided. In the event that delivery of the Equipment cannot be completed, Artemis reserves the right to terminate the whole or part of the affected Order with immediate effect by giving notice to the Customer. In the event the Customer wishes to delay a delivery, the Customer shall notify Artemis in writing with reasonable notice. Artemis shall then hold the Equipment in storage and issue its invoice in the same way and subject to the same conditions as if the Equipment had been delivered. In such circumstances, Artemis shall be entitled to charge any costs it reasonably incurs for the storage of the Equipment.
- 2.3 The Customer shall notify Artemis by email at stock@artemis.uk.com as to any alleged defect, shortage or discrepancy in the Equipment within 3 working days of delivery of the Equipment to the Customer. In the event that Customer fails to notify Artemis within this period then the Customer will be deemed to have accepted the Equipment and Artemis shall have no liability to the Customer whatsoever in respect of such Equipment.
- 2.4 The Customer shall indemnify and hold Artemis harmless against any loss or damage which it may suffer or incur as a result of the Customer's breach of any third party provider's terms howsoever arising.
- 2.5 Installation and commissioning of the Equipment will be provided to the customer subject to the Service Specific Terms – Professional Services and Consultancy.

### 3. Title and risk

- 3.1 For the purpose of Section 12 of the Sale of Goods Act 1979, Artemis shall transfer only such title or rights in respect of the Equipment as Artemis has, and if the Equipment is purchased from a third party shall transfer only such title or rights as that party had and has transferred to Artemis.
- 3.2 Risk in the Equipment passes to the Customer when it is delivered to the Customer.
- 3.3 Notwithstanding the passing of risk under clause 3.2, title in the Equipment shall remain with Artemis and shall not pass to the Customer until the Charges have been paid in full.
- 3.4 Until title passes to the Customer under clause 3.3, the Customer shall hold the Equipment as bailee for Artemis and shall store or mark them so that they can at all times be identified as the property of Artemis.
- 3.5 Artemis shall be entitled at any time before title passes to the Customer to repossess and, where appropriate, dismantle (without being liable for any damage caused by so doing) and use or sell all or any of the Equipment and so terminate (without liability to the

Customer) the Customer's right to use, sell or otherwise deal with the Equipment. For this purpose, and to determine what if any Equipment is held by the Customer and inspecting them, Artemis shall be entitled to enter any premises of the Customer.

- 3.6 Until title passes to the Customer under clause 3.3, the entire proceeds of sale of the Equipment shall be held in trust for Artemis and shall not be mingled with other monies or paid into any overdrawn bank account and shall be at all times identifiable as Artemis' money.
- 3.7 Artemis shall be entitled to maintain an action for the price of any Equipment notwithstanding that title in them has not passed to the Customer.

### 4. Customer obligations

- 4.1 The Customer is responsible for properly configuring and using the Equipment and taking its own steps to maintain appropriate security, protection and backup of any Customer data and Customer Materials.
- 4.2 The Customer will be deemed to have taken any action that the Customer permits, assists or facilitates any person or entity to take in connection with this Agreement and any Order, the Customer data, the Customer Materials or use of the Equipment.
- 4.3 The Customer shall ensure at all times that the other devices, systems and/or networks to which the Equipment is to connect are in good working order and compatible with the Equipment.
- 4.4 The Customer (at its own expense) shall be responsible for all proper accommodation and facilities, including but not limited to suitable environmental conditions, a correct and consistent supply of power, and all connecting services as required or recommended by Artemis for the operation of the Equipment.

### 5. Charges, invoicing and payment

- 5.1 The Customer shall pay the Charges in accordance with section 7 of the General Terms. Artemis may issue its invoices upon delivery of the Equipment.
- 5.2 Save as otherwise expressly set out in the Order, the Charges do not include the charges in relation to installation and commissioning of the Equipment, which shall be payable on a time and materials basis based on Artemis' standard price list as provided to the customer from time to time.

### 6. Intellectual property rights

- 6.1 Except for the rights expressly granted herein, all rights, titles and interests to any and all proprietary rights and Intellectual Property Rights in the Equipment will remain with and be Artemis' (and/or any applicable third party service provider's) exclusive property.
- 6.2 Except for the rights expressly granted herein, all rights, titles and interests to any and all proprietary rights and Intellectual Property Rights in the Customer Material and the Customer data, will remain with and be Customer's exclusive property, as applicable.
- 6.3 Artemis and/or Artemis' third party providers shall, as between the parties, remain the owner of all Intellectual Property Rights in all brands, trademarks and logos associated with the Equipment. Except as expressly permitted by these Service Specific Terms and the Order(s), the Customer may not use any of Artemis' and/or Artemis' third party providers' Intellectual Property Rights without Artemis' prior written consent.
- 6.4 The Customer shall indemnify and hold Artemis harmless against any loss or damage which it may suffer or incur as a result of the Customer's infringement of the Intellectual Property Rights of any third party provider, howsoever arising.
- 6.5 The Customer shall promptly bring to Artemis' attention any improper or wrongful use of any of Artemis' or Artemis third party service providers' Intellectual Property Rights which comes to the

Customer's notice.

## **7. Term and termination**

- 7.1 The Order will commence in accordance with section 2.2 of the General Terms and will expire automatically once all obligations hereunder have been fulfilled, unless otherwise terminated in accordance with the General Terms.
- 7.2 In the event the Customer terminates the Order or the Agreement, the Customer agrees to promptly pay Artemis the entire balance of the Charges and all sums expended or incurred by Artemis in respect of the Equipment.

## **8. Warranties**

- 8.1 Artemis shall use its reasonable endeavours to pass on the benefit of any unexpired manufacturer warranties relating to the Equipment to the Customer.
- 8.2 Save as expressly stated in this Agreement, all conditions and warranties, whether express or implied, statutory or otherwise, which relate to the condition or fitness for any purpose of the Equipment or any part thereof or to the care or skill with which the Equipment or any part thereof has been or should have been (or, as the case may be, will or ought to be) prepared are hereby expressed excluded.

## **9. Variation**

- 9.1 Artemis may alter or amend these terms and conditions by updating such terms on Artemis' website or providing the Customer with the amended or updated terms and conditions at any time. By placing an Order after such amendment, the Customer will be deemed to have accepted any amendment to these terms and conditions in respect of that Order and all Orders submitted and/or accepted prior to such date. Save as otherwise set out in this clause 9.1 or any Order, no amendment or variation of the terms of these Service Specific Terms shall be effective unless it is made or confirmed in a written document signed by both parties.

## **10. Definitions**

- 10.1 In these Service Specific Terms all defined terms not otherwise defined herein shall have the meaning set out in the Agreement.
- 10.2 The following words shall have the following meanings:

**Customer Materials** means all documents, information and other materials received from the Customer, and provided by the Customer to Artemis.

**Documentation** means the instruction manuals, user guides and other information including manufacturer manuals made available to the Customer by Artemis (provided in either printed or machine readable form at Artemis' discretion).

**Equipment** means the computer hardware and other equipment to be procured by Artemis on behalf of the Customer in accordance with an Order.

Words and phrases used shall bear the same meaning as ascribed to them in the General Terms unless otherwise defined in these Service Specific Terms.