

## SCHEDULE GOODS SCHEDULE

### 1. BACKGROUND

- 1.1. Any Goods purchased by the Client will be provided in accordance with and governed by the Order, this Schedule (which is hereinafter referred to as the "Goods Terms") and the agreement signed by the parties. Where no agreement exists or has expired, Cisilion's MSA shall prevail. A copy of which can be found here- <https://www.cisilion.com/456368482318-2/>.
- 1.2. To the extent applicable to the supply of Goods, this Schedule shall take precedence over the MSA and other Schedules, and where there is a conflict between this Schedule and the Order, the Order shall prevail.

### 2. DEFINITIONS USED IN THIS AGREEMENT

- 2.1. The following definitions in this paragraph apply in these Goods Terms.

**"Requested Delivery Date"** means the date which the Client has requested the Goods be delivered by;

**"Original End Manufacturer"** means the original manufacturer of the Goods from whom Cisilion purchases the Goods;

- 2.2. Except as defined in these Goods Terms, capitalised terms shall have the meanings given to them in the MSA.
- 2.3. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.

### 3. PROVISION OF GOODS

- 3.1. Cisilion shall provide the Goods as set out in the Order.
- 3.2. The Client understands and acknowledges that Cisilion is a goods and services reseller and therefore Cisilion provides no warranty for the Goods purchased by the Client. Any warranty and/or guarantee of the Goods shall be provided directly to the Client by the Original End Manufacturer. The Client and the Goods shall be subject to any applicable Third Party Terms (including any warranty or returns policy) which shall exist between the Client and the Original End Manufacturer, and Cisilion shall not be a party.
- 3.3. To the extent that the Goods are to be manufactured in accordance with the Client's specification, the Client shall indemnify Cisilion against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Cisilion in connection with any claim made against Cisilion for actual or alleged infringement of a third party's IPR arising out of or in connection with Cisilion's use of the Client's specification. This paragraph 3.3 of this Schedule shall survive termination of the Agreement.
- 3.4. Cisilion reserves the right to amend the Order if required by any applicable statutory or regulatory requirements.

### 4. DELIVERY OF GOODS

- 4.1. Cisilion shall use reasonable endeavours to deliver the goods to the client's requested delivery location, to meet the client's requested delivery dates and will inform the client of any potential delays. Cisilion shall have no liability for any failure to deliver goods to the extent that such failure is caused by:

- 4.1.1. a delay from the Original End Manufacturer, Third Party Supplier or other third party;
- 4.1.2. a force majeure event; and/or
- 4.1.3. the Client's failure to provide Cisilion with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.2. If fifteen (15) Business Days after the day on which Cisilion attempted to make delivery of Goods, the Client has not taken delivery of those Goods, Cisilion may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Client for any excess over the price of the Goods, or charge the Client for any shortfall below the price of the Goods.
- 4.3. Cisilion may deliver Goods in instalments. The Client may not cancel an Order in whole or in part, or any instalment of or any other Order, because of any delay in delivery or defect in another instalment.
- 4.4. In the event of refusal of a delivery by the Client, including any partial delivery, Cisilion may incur additional charges and in such cases these charges shall be invoiced to the Client. In the event of failure by the Client to accept any delivery, Cisilion shall invoice any balance outstanding that remains undelivered, and any such invoice shall be due immediately.
- 4.5. In the event that a delivery:
  - 4.5.1. does not arrive on the expected delivery date, the Client must inform Cisilion in writing within 2 (two) Business Days of the expected delivery date and where no such notification is received by Cisilion, delivery will have been deemed to have taken place; or
  - 4.5.2. contains damaged or missing items, the Client must inform Cisilion of the same, in writing within 2 (two) Business Days of the date of delivery, giving full details of the non-conformance and where the Client fails to inform Cisilion within this period.
- 4.6. Cisilion shall have no liability for any non-conformance and Goods shall be deemed accepted without damage/default should the Client not inform Cisilion in writing as stated in paragraph 4.5.

## 5. TITLE AND RISK

- 5.1. Risk in Goods shall pass to the Client on completion of unloading the Goods at the agreed delivery location.
- 5.2. Title in Goods shall pass to the Client upon Cisilion's receipt of full payment.
- 5.3. Cisilion may recover Goods in which title has not passed to the Client. The Client irrevocably licenses Cisilion, its officers, employees and agents, to enter any premises of the Client (including with vehicles), in order to satisfy itself that the Client is complying with the obligations in paragraph 5.5 of this Schedule, and to recover any Goods in which property has not passed to the Client.
- 5.4. Where the Client has requested that Cisilion store Goods within its warehouse (or any third-party warehouse) and the Parties have agreed in writing that Cisilion shall store any Client Goods purchased, Cisilion shall invoice the Client for the full value of the Goods at the point of purchase. In this case and notwithstanding clause 5.1, risk shall pass to the Client at the point of Cisilion's invoicing and the Client agrees and understands that they are responsible for providing and maintaining appropriate insurances for the Goods. For clarity, where Goods are held by Cisilion as stated in this paragraph, title shall pass once full payment has been made.
- 5.5. Where the Client is in receipt of the Goods but title has not yet passed to the Client, the Client shall: i) store the Goods separately from all other goods held by the Client so they remain readily identifiable as Cisilion's property; ii) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; iii) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the delivery date; iv) notify Cisilion immediately if it becomes subject to any of the



events listed in clause 17.1 b); and v) give Cisilion such information relating to the Goods as Cisilion may reasonably require from time to time.

## **6. CLIENT'S OBLIGATIONS**

- 6.1. The Client shall promptly and with no unreasonable delay accept any necessary Third Party Terms provided, unamended, for any Goods to be purchased. In the event the Client does not accept relevant Third Party Terms, Cisilion reserves the right to suspend the provision Goods until such time as the Client enters into any relevant Third Party Terms.

## **7. CHARGES**

- 7.1. Unless otherwise stated on the Order, all Charges shall be payable upfront in advance on 30-day payment terms.
- 7.2. Charges for Goods in Cisilion's stock ready to be shipped will be established at the time the order is accepted by Cisilion. If the Client places an order for Goods not in stock at the time of order (a "Backorder") or the Client places an order for scheduled delivery, such orders shall be irrevocable and the price for such Goods shall be the price established at the time the Backorder or scheduled delivery is accepted by Cisilion.
- 7.3. Notwithstanding the foregoing, Cisilion reserves the right to increase its Charges after acceptance of a Backorder or scheduled delivery due to an increase in its Third Party Supplier's price to Cisilion or an increase in direct costs to which Cisilion becomes subject (including without limit costs resulting from currency fluctuation) but Cisilion shall only increase its price by such level as is necessary to reflect such increases.
- 7.4. Unless otherwise stated, prices exclude any copyright levies, waste and environmental fees, and similar charges that by law or statute may or shall charge or collect upon resale.

## **8. CANCELLATION**

- 8.1. Notwithstanding paragraph 3.2 of this Schedule, once an order for Goods has been accepted by Cisilion, no order may be cancelled by the Client except with the agreement in writing of Cisilion and on terms that the Client shall indemnify Cisilion in full against all reasonable losses, costs (including the cost of all labour and materials used), damages, charges and expenses incurred by Cisilion as a result of such cancellation.

