

Sony Europe B.V. - TERMS AND CONDITIONS OF BUSINESS

- 1. General**
 - 1.1 These general terms and conditions ("Terms and Conditions") apply to all offers, quotations and sales of goods and/or services by Sony Europe B.V. ("Sony") to any purchaser or potential purchaser transacting with Sony in a business capacity ("Buyer").
 - 1.2 If Sony and Buyer have entered into a separate written contract relating to the sale of products or the provision of services, including without limitation a reseller or distributor agreement, these Terms and Conditions shall additionally apply to purchases under the separate agreement to the extent they are not inconsistent with the terms of the separate agreement.
 - 1.3 Any agreement between Sony and Buyer shall be binding only if, and to the extent that, an individual order is accepted by Sony. Sony shall have full discretion in accepting or rejecting any order.
 - 1.4 Except as set forth in Condition 1.2, these Terms and Conditions shall be exclusive of and prevail over all other terms or conditions, written or oral, implied by trade custom or course of dealing, wherever appearing or however introduced (including those in catalogues, specifications, or any Buyer general terms and conditions, request for quotation, order or confirmation) unless expressly otherwise agreed by Sony in writing. All other terms or conditions are expressly rejected by Sony. By placing an order Buyer agrees to be bound by these Terms and Conditions whether or not expressly so stated in any order, confirmation or otherwise. Each deviation from or modification to these Terms and Conditions requires the express written agreement of Sony in each instance. Modification or waiver of any provision in one instance shall not constitute modification or waiver in any other instance. Sony may amend these Terms and Conditions at any time, by taking reasonable steps to inform Buyer of such amendment. Any such amendment will not apply to any outstanding orders already accepted at the time of the amendment.
 - 1.5 Buyer may not, without Sony's prior written consent, assign all or any of its rights under any contract incorporating these Terms and Conditions.
 - 1.6 Any reference in these Terms and Conditions to Sony shall be taken to include a branch or business division of Sony Europe B.V. as the case may be.
 - 1.7 Nothing in these Terms and Conditions shall impose, limit, or exclude any right or obligation to the extent that it is not permitted to impose, limit, or exclude any such right or obligation under applicable law.
- 2. Quotations**

No quotation of Sony shall constitute an offer.
- 3. Specification**
 - 3.1 Goods are supplied in accordance with Sony's standard specifications but Sony reserves the right to make such improvements and modifications in such specifications (provided that such improvements or modifications do not materially affect the form, fit or function of the goods) without prior notice as it or its suppliers consider desirable in the circumstances, without obligation to modify or change any goods previously delivered or to supply new goods in accordance with earlier specifications, unless Sony agrees otherwise in writing at the date of reservation of the goods.
 - 3.2 If Sony or its suppliers wishes to make any improvements or modifications to any goods to be supplied to Buyer that would affect form, fit or function, Sony shall not implement such improvement or modification without the agreement of Buyer.
 - 3.3 If Buyer wishes to change the specification of any goods to be supplied by Sony then Sony shall not be obliged to agree to such change. If Sony does agree to any proposed change requested by Buyer Sony shall be entitled to adjust the price, delivery, and warranty accordingly.
 - 3.4 All technical information and particulars of goods and performance given by Sony are given as accurately as possible but are not to be treated as binding or as forming part of any contract with Buyer unless specifically confirmed or agreed by Sony in writing.
- 4. Packing**

The specification for packaging the goods shall be entirely at the discretion of Sony who shall have the right to pack all goods in such manner, with such materials, and in such quantities as Sony reasonably thinks fit and shall not be obliged to comply with any packaging instructions or requests from Buyer. The cost of special packaging, if agreed or deemed necessary by Sony, shall be an additional charge.
- 5. Price**
 - 5.1 Unless otherwise accepted by Sony in writing the price of the goods shall be based on the relevant price in Sony's current price lists at the date of stock reservation.
 - 5.2 Prices lists are subject to alteration by Sony at any time without prior notice. In the event that Buyer has placed an order, Sony shall notify Buyer of any alteration in price, whereupon Buyer may cancel the order (without liability to Sony) by giving notice in writing to Sony within 7 days.
 - 5.3 Buyer shall bear the cost of any applicable sales, value added, excise, withholding or similar tax or duties in relation to the goods unless Buyer provides Sony with a tax exemption certificate or licence acceptable to the taxing authorities before shipment.
- 6. Delivery**
 - 6.1 Unless otherwise stated in the relevant price list, the price to be paid for goods includes delivery (including insurance costs) by Sony's normal method of transportation to Buyer's nominated address within the country in which the branch of Sony issuing the price list to Buyer is situated. Any requests from Buyer for delivery outside that country or other than by Sony's normal method of transportation are subject to Sony's prior agreement and shall entitle Sony to adjust the price and delivery terms accordingly.
 - 6.2 Whilst Sony will use reasonable endeavours to keep to any agreed delivery date, it accepts no liability whatsoever for any loss or damage resulting from delay however caused, nor shall late delivery or non-delivery be a basis for cancellation of any order by Buyer.
 - 6.3 Sony may make part-deliveries. No partial delivery shall affect Buyer's obligation to pay for any other part of the order.
 - 6.4 Goods shall be signed for on receipt.
 - 6.5 Any alleged discrepancy in delivery must be notified (i) to Sony in writing within 5 days of receipt of the goods, and (ii) to the carrier in accordance with all applicable legal requirements (if any). All complaints not so filed are waived to the extent permitted under applicable law.
- 7. Payment**
 - 7.1 All payments by Buyer for the goods and/or services shall be made to Sony in accordance with terms of settlement (if any) agreed between Sony and Buyer in respect of the relevant order.
 - 7.2 Without prejudice to Sony's other rights and remedies, including the right in any event to sue for the price whether or not the property in the goods has been passed, interest at the rate agreed between Sony and Buyer in respect of the relevant order may be charged on the amount of any overdue account from the due date until the date of final settlement. In the event that no such rate is expressly specified, then the maximum rate of default interest chargeable under the applicable law shall apply. Such interest shall accrue on a daily basis from the due date until the date of the actual payment of the overdue amount, whether before or after judgement.
 - 7.3 Sony may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by Buyer against any amount payable by Sony to Buyer.
- 8. Risk**

The risk of loss or damage to the goods shall pass to Buyer upon delivery of the goods at Buyer's authorised trading premises specified in the order by Buyer or to a carrier on Buyer's behalf (whichever is sooner). This passing of risk applies notwithstanding the fact that Sony may have arranged transportation insurance.
- 9. Property in Goods**
 - 9.1 Sony shall retain title to the goods until it has received payment in full of all sums due and/or owing in connection with the supply of all goods and services to Buyer at any time. For these purposes Sony has only received payment when irrevocably credited to its bank account.
 - 9.2 Until title to the goods has passed to Buyer, Buyer shall:
 - 9.2.1 hold the goods on a fiduciary basis as Sony's bailee, and act in a manner consistent with that status;
 - 9.2.2 not remove, deface or obscure any identifying mark or packaging on or relating to the goods;
 - 9.2.3 store goods owned by Sony in such a way that they are clearly identifiable as Sony's property and maintain records, identifying them as Sony's property;
 - 9.2.4 provide to Sony such information relating to the goods as Sony may reasonably require from time to time, in respect of: (i) the persons to whom it sells or disposes of such goods, and (ii) the payments made by such person for such goods;
 - 9.2.5 maintain the goods in the condition in which they were delivered and keep insured against all risks from the date of delivery by Sony to Buyer; and
 - 9.2.6 notify Sony immediately if it becomes subject to any of the events listed in Condition 10.2.
 - 9.3 All goods supplied by Sony in Buyer's possession shall be presumed to belong to Sony unless, Buyer can prove otherwise.
 - 9.4 Sony shall be entitled to trace the proceeds of sale and any insurance proceeds received in respect of goods owned by Sony immediately prior to their sale. Such proceeds shall be held by Buyer on trust for Sony.
- 10. Buyer's Default or Insolvency**
 - 10.1 If Buyer: (i) is in breach of any of these Terms and Conditions; (ii) fails to make any payment to Sony when due; (iii) becomes subject to any of the events listed in Condition 10.2; or (iv) is in Sony's reasonable belief about to become subject to any of the events listed in Condition 10.2 and Sony notifies Buyer accordingly, then Sony shall have the right, without prejudice to any other remedies:
 - 10.1.1 to enter without prior notice any premises where goods owned by Sony may be, and to repossess and dispose of any goods owned by Sony so as to discharge any sums owed to Sony by Buyer, to the extent permitted under applicable law;
 - 10.1.2 to require Buyer not to resell or part with possession of any goods owned by Sony until Buyer has paid in full all sums owed by it to Sony; and/or
 - 10.1.3 to cancel or suspend all further deliveries under these Terms and Conditions or under any other contract between Buyer and Sony without incurring any liability to Buyer.
 - 10.2 For the purposes of Condition 10.1, the relevant events are if Buyer:
 - 10.2.1 is involved in any legal proceedings concerning its solvency;
 - 10.2.2 commits an act of bankruptcy or is adjudicated bankrupt;
 - 10.2.3 enters into liquidation, whether compulsory or voluntary, other than for the purposes of amalgamation or reconstruction;
 - 10.2.4 makes an arrangement with its creditors or petitions for an administration order;
 - 10.2.5 has a trustee, receiver, administrative receiver or manager is appointed over all or part of its assets;
 - 10.2.6 generally becomes unable to pay its debts;
 - 10.2.7 is subject to an event or proceeding in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events listed in Conditions 10.2.1 to 10.2.6;
 - 10.2.8 suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business; or
 - 10.2.9 is subject to their financial position deteriorating to such an extent that, in Sony's reasonable opinion, Buyer's capability to adequately fulfil its obligations under the Terms and Conditions is at risk.
 - 10.3 Termination of a contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Conditions which expressly or by implication survive termination of the contract shall continue in full force and effect.
- 11. Claim**

Any complaints against Sony (other than where a specific timescale is detailed in Condition 6.5) must be made within one month of the date upon which Buyer became aware or ought to have become aware of the circumstances giving rise to the complaint. All complaints not so filed are waived.
- 12. Warranty**
 - 12.1 Sony warrants that goods sold hereunder will conform to the published or otherwise agreed specification(s) at the time of delivery and for the period set out in the manufacturer's guarantee applicable to the goods. If Buyer alleges that the goods do not conform to the published or otherwise agreed specification at the time of delivery to Buyer, Buyer shall forthwith notify Sony in writing of the alleged defects and shall, at Sony's option, return the goods and packing at its own expense to Sony or, where so directed, hold the goods and packing for inspection by Sony. If the goods are proved not to conform to the published or otherwise agreed specification at the time of delivery or during the period of the manufacturer's guarantee, Sony undertakes to arrange for the repair or replacement of such goods free of charge, provided such goods have been paid for in full by Buyer. These Terms and Conditions shall apply to any repaired or replacement goods supplied by Sony under the terms of this warranty.
 - 12.2 Sony shall indemnify Buyer against any cost or damages arising out of any court judgment or final arbitral award that the normal use or possession of the goods (but not goods incorporating the goods supplied by Sony or goods produced to a specification and/or design prepared or supplied by Buyer) infringes the property rights of any third party, provided: (i) Buyer is in compliance with these Terms and Conditions; (ii) Sony is given immediate and complete control of such claims; (iii) Buyer does not prejudice Sony's defence to such claim; and (iv) Buyer gives Sony all reasonable assistance with such claim. Sony shall have the right to replace or change all or any part of any goods in order to avoid infringement. The foregoing states the entire liability of Sony to Buyer in respect of the infringement of the intellectual property rights of any third party. Sony's liability hereunder shall not exceed the price paid by Buyer to Sony for any infringing or allegedly infringing goods. Buyer shall provide Sony with an identical indemnity, mutatis mutandis, for any claim against Sony that arises out of or in connection with: (i) any goods of Buyer that incorporate goods supplied by Sony; or (ii) Sony's use of Buyer specification as provided for in Condition 3.3.
 - 12.3 The express warranty and undertaking above shall be the full extent of Sony's liability in respect of the sale of goods or supply of services. Accordingly, Sony disclaims all other liability for loss or damage howsoever caused (except as provided in Condition 12.5) arising out of the purchase, possession, sale or use by Buyer of any goods or services provided, and all other

- terms, conditions, and warranties express or implied whether statutory, arising out of trade usage or otherwise are hereby excluded.
- 12.4 In no event shall Sony be liable in contract law or otherwise for any indirect, special, punitive or consequential damages or for any loss of business or goodwill, loss of revenue or loss of profits, howsoever arising under or in connection with the supply of goods and/or services under these Terms and Conditions.
- 12.5 Nothing in these Terms and Conditions shall limit or exclude Sony's liability in respect of any liability which Sony is not permitted to limit or exclude under any applicable law.
- 13. Confidential Information**
- 13.1 Buyer shall not, without Sony's written consent, disclose to any third party any secret or confidential information supplied by Sony to Buyer.
- 13.2 Buyer shall not copy or reproduce any drawings, specifications, or other written material supplied by Sony in connection with the goods or any of the goods themselves or any part thereof.
- 14. Intellectual Property**
- 14.1 Unless otherwise acknowledged, Sony is the owner of all intellectual property rights (including without limitation all copyright, design rights, trademarks, trade secrets, patents and patentable processes) in: (i) the name "Sony"; (ii) any and all service-marks, trademarks and trade names now or in the future used in connection with the goods (together the "Marks"); (iii) the goods supplied; and (iv) the accompanying drawings, specifications or other written materials supplied with the goods.
- 14.2 Buyer will not utilise the Marks for any purpose other than the sale and advertisement of the goods, and, in utilising the Marks, Buyer shall conform to the standards which Sony may from time to time prescribe in relation to the size, design, position and appearance of the Marks. Buyer will not remove any Marks, logos, notices or serial numbers from the goods.
- 15. Compliance with Law**
- Buyer expressly agrees that it will comply with all applicable laws (including complying with and obtaining appropriate permits in accordance with all applicable export and customs laws) in respect of the export or use of any Sony goods (including but not limited to Sony Software), and that it will not permit any export or use which does not comply with such laws.
- 16. Force Majeure**
- 16.1 Sony shall not be liable for any failure or delay in performing its obligations under these Terms and Conditions to the extent that such failure or delay is caused by any event beyond its reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable (an event of "Force Majeure").
- 16.2 Sony shall, without prejudice to any other provisions hereof, be entitled to cancel or rescind any order or contract under these Terms and Conditions if it is affected by an event of Force Majeure.
- 17. Cancellation of Orders**
- 17.1 No cancellation of any order by Buyer shall be accepted by Sony unless:
- 17.1.1 the cancellation is received by Sony in writing; and
- 17.1.2 Sony accepts such cancellation in writing and is paid by Buyer (i) the sales value to Sony of that part of the goods completed and work done in connection with the order, (ii) the sales value of any items or materials bought by Sony which cannot reasonably be used elsewhere by Sony, and (iii) any other costs and liabilities which Sony incurs by reason of Buyer's cancellation.
- 17.2 Any extra cost or liability incurred by Sony due to suspension of work or of deliveries, or lack of or mistaken instructions from Buyer, or to any interruptions or delays attributable to Buyer, shall be added to the price of the goods and/or services and paid for by Buyer.
- 18. No Waiver**
- Failure or delay by either party to enforce any provision of these Terms and Conditions shall not be deemed a waiver of future enforcement of that or any other provision.
- 19. Software Licence**
- 19.1 All Sony software products including all related manuals and documentation (collectively "Sony Software") are proprietary to Sony and are copyrighted with all rights reserved. Sony licenses rather than sells the Sony Software.
- 19.2 Title to all Sony Software remains in Sony. All software received by Buyer is delivered subject to the terms of any separate related licence agreement (including end-user licence agreements supplied with the software in the case of any software which is not Sony Software).
- 19.3 If Buyer does not receive and agree (in accordance with the terms of such related licence agreement) to a related Sony Software licence agreement as provided under Condition 19.2 and Buyer is the intended user of the Sony Software then the following provisions will apply to the Sony Software:
- 19.3.1 Buyer shall be granted a non-exclusive, non-transferable individual licence to use the Sony Software with the hardware identified in Sony's offer, quotation or acknowledgement.
- 19.3.2 No licence is granted for use of the Sony Software with any other hardware.
- 19.3.3 Buyer acknowledges that it shall have no rights in the Sony Software or any trademark, trade name, or service mark used in association with the Sony Software.
- 19.3.4 In all cases, whether or not expressly contained in the related licence, Buyer agrees not to (except as expressly permitted by applicable law): (i) disassemble, decompile, reverse engineer, merge or combine with other software, copy, translate, adapt, vary or modify any Sony Software (in whole or in part); (ii) communicate or disclose any Sony Software (in whole or in part) to any third party; or (iii) distribute any Sony Software (in whole or in part) in any form.
- 19.3.5 Sony warrants that the Sony Software shall substantially perform in accordance with the specifications contained in the Sony Software's user manual, existing on the date of delivery of the Sony Software, for such period, if any, as may be notified in writing by Sony to Buyer. Sony's sole obligation and Buyer's exclusive remedy under this warranty, which is subject to Buyer providing Sony with a written statement of the defect and Sony substantiating the existence of the defect, shall be limited to Sony using its reasonable efforts to correct such defect within a reasonable period of being notified of such defects. Sony does not warrant that functions contained in the Sony Software shall meet Buyer's requirements. Sony's warranty obligations shall be void if the Sony Software is modified in any way whatsoever without Sony's prior written consent.
- 19.3.6 Save as provided in Condition 19.3.5, no warranty of any type is deemed implied and is expressly excluded, and in no case shall Sony be deemed responsible for any damages suffered by Buyer as a result of the acts or omissions of Sony.
- 19.3.7 Sony may terminate this Sony Software licence immediately upon any breach by Buyer of the provisions of this Condition 19.3.
- 20. Miscellaneous Provisions**
- 20.1 These Terms and Conditions and any dispute or claim arising out of or in connection with an order, its subject matter, or formation (including non-contractual disputes or claims) shall be subject to and construed under English law, excluding conflict of law rules, and the parties hereby submit to the exclusive jurisdiction of the English courts for that purpose. For the avoidance of doubt, the United Nations Convention on the International Sale of Goods shall not apply to contracts concluded under these Terms and Conditions.
- 20.2 If any provision is declared void or unenforceable by a court of competent jurisdiction with respect to particular circumstances, such provision shall remain in full force and effect in all other circumstances. If any provision is declared entirely void or unenforceable by a court of competent jurisdiction all other provisions of these Terms and Conditions shall remain in full force and effect.
- 20.3 These Terms and Conditions apply in the English language. Any translations that may be provided are only for information purposes and the accuracy of any such translations should not be relied upon. If there is any conflict in meaning between the English language version of these Terms and Conditions and any version or translation of these Terms and Conditions in any other language, the English language version shall prevail.
- 20.4 A person who is not a party to a contract to which these Terms and Conditions apply shall have no rights under or in connection with it.