



onecom
P A R T N E R S

Goods Terms
for
Reseller Partners

1 General

These Goods Terms should be read in conjunction with the Master Services Agreement (MSA).

2 Interpretation

2.1 Terms defined elsewhere in the MSA shall have the same meaning in these Goods Terms.

The following definitions shall also apply.

“DOA Period” means the "Dead on Arrival" period defined by the manufacturer (typically 48 hours to 7 days from delivery).

“Goods” means Equipment and/or Third Party Software.

“Hardware Brochure” is the promotional document found on iBillie, designed to showcase available products.

“Manufacturer’s Warranty” means the standard warranty provided by the original equipment manufacturer, details of which are set out on the relevant manufacturer’s website or in the user guide or license relating to the Goods (including the duration of any warranty period).

“Master Services Agreement (MSA)” means the legally binding agreement between Onecom Partners and the Reseller Partner which governs the relationship of the parties for the supply of goods and services.

“Pre-Order” means an Order for Goods that have not yet been released for general sale by the manufacturer.

“Shipping Address” means the shipping address advised by the Reseller Partner.

2.2 The rules of interpretation set out in the MSA apply to these Goods Terms.

3 Ordering and delivery

3.1 Onecom Partners reserves the right to amend the specification or model of any of the Equipment if required by Applicable Law, if the manufacturer changes such specification or discontinues such model, or if stock of such model becomes otherwise unavailable, between the Effective Date and the time of dispatch.

Onecom Partners will endeavour to ensure that any such substituted Equipment will be of equal or better quality.

3.2 Onecom Partners reserves the right to cancel an Order at any time prior to dispatch if the Goods are out of stock or if there was a material error in the price or description on the Order Form.

3.3 Onecom Partners shall deliver the Equipment to the Shipping Address as advised by the Reseller Partner.

3.4 Any lead times or dates quoted for delivery of Equipment are approximate only, and time of delivery is not of the essence. The Equipment may be delivered by Onecom Partners in advance of any dates quoted for delivery of the Equipment.

3.5 Delivery of the Equipment shall be completed on the arrival of the Equipment at the Shipping Address.

3.6 The Reseller Partner is under a duty to inspect and test the Equipment on delivery. In the event the Goods are defective on delivery, the Reseller Partner must notify Onecom Partners within 48 hours from (and including) the time of delivery.

3.7 In the event the Reseller Partner does not notify Onecom Partners in accordance with clause 3.6:

3.7.1 the Reseller Partner shall be deemed to have fully accepted the Goods; and

3.7.2 Onecom Partners shall have no liability in respect of such Goods.

3.8 Delays in the delivery of Equipment shall not entitle the Reseller Partner to:

- 3.8.1 refuse to take delivery of the Equipment; or
- 3.8.2 claim damages; or
- 3.8.3 terminate all or part of the Contract.

3.9 If the Reseller Partner delays or prevents delivery of the Equipment and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Equipment to be delivered, Onecom Partners may:

- 3.9.1 store the Equipment until actual delivery takes place, and charge the Reseller Partner for all related costs and expenses (including insurance);
- 3.9.2 apply reasonable additional charges associated with such delay or prevention of delivery of the Equipment; and
- 3.9.3 no less than 5 Business Days after first attempting delivery or notifying the Reseller Partner that the Equipment is ready for delivery, resell or otherwise dispose of part or all of the Equipment.

3.10 The display of Goods within the Hardware Brochure is an 'invitation to treat' only. The Reseller Partner's Order is an offer to buy. Onecom Partners is not bound to supply the Goods until it has sent a written confirmation of acceptance or order completion or dispatched the Goods as set out in the MSA.

3.11 Pre-Orders:

3.11.1 Estimated release dates: Any release date or 'launch day' provided by Onecom Partners is an estimate based on information from the manufacturer. Onecom Partners is not liable for any delays caused by the manufacturer's failure to release or supply the Goods on time.

3.11.2 Contract formation: Notwithstanding payment being taken at checkout, a Contract for a PreOrder is not formed until Onecom Partners dispatches the Goods to the Reseller Partner. Onecom Partners reserves the right to cancel a Pre-Order at any time prior to dispatch if manufacturer supply is insufficient to meet demand or if the Goods are discontinued.

3.11.3 Price changes: If the manufacturer changes the RRP of the Goods prior to the launch date, Onecom Partners may:

- (a) cancel the Order and provide a full refund; or
- (b) notify the Reseller Partner of the new price and require additional payment before dispatch.

4 Payment

4.1 Unless otherwise agreed in writing, payment shall be made when placing an order, notwithstanding that delivery or provision of the Goods may not have taken place and/or that the title to the Goods has not passed to the Reseller Partner.

5 Warranties

5.1 Equipment, where new, is provided with the benefit of, and subject to, the Manufacturer's Warranty.

5.2 Equipment referred to as 'pre-owned', 'nearly new' or 'refurbished' has been returned to Onecom Partners (usually during the first 14 days after delivery) with no reported faults. It has been tested to ensure it is fit for such purpose as held out by Onecom Partners and of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended). These devices are provided with original accessories and user guides, and in original packaging, whenever possible. However, the Reseller Partner acknowledges that when this is not possible Onecom Partners will provide a data cable and SIM key (where applicable) and substitute packaging.

5.3 Pre-owned, nearly new and refurbished Equipment is supplied with the benefit of and subject to the Manufacturer's Warranty

save that the warranty period shall be limited to 12 months from delivery.

5.4 Notwithstanding the foregoing provisions of this clause 5, no liability will be accepted under any Equipment warranty or guarantee where any Reseller Partner's invoice is overdue.

5.5 Except as provided in this clause 5, Onecom Partners shall have no liability to the Reseller Partner in respect of the failure of Equipment to comply with the applicable Manufacturer's Warranty.

6 Returns and replacements

6.1 Subject to clause 6.2, Onecom Partners shall not be under any obligation to exchange, repair or replace Equipment or provide any refunds.

6.2 Where Equipment supplied to the Reseller Partner is or becomes faulty during the relevant Manufacturer's Warranty period and for a reason covered by the Manufacturer's Warranty (which excludes the Reseller Partner's acts, omissions or misuse) the Reseller Partner acknowledges the following process applies, which is subject to the specific terms of the Manufacturer's Warranty, including any DOA Period:

6.2.1 The Reseller Partner must comply with clause 3.6.

6.2.2 Faults reported within the DOA Period may be eligible for replacement, strictly subject to the manufacturer's assessment and policy. Onecom Partners acts according to the manufacturer's determination. Failure to report a fault within the DOA Period typically means it will be handled as a standard warranty repair.

6.2.3 The Reseller Partner should report the fault to Onecom Partners' Reseller Partner services team on 0800 068 5939 as soon as possible, stating clearly when the fault was first identified.

6.2.4 The Reseller Partner must re-package the faulty Equipment and ensure that such Equipment and all original accessories are returned to Onecom Partners Limited, Distribution Centre, 4400 Parkway, Whiteley, Fareham, Hampshire, PO15 7FJ (or as otherwise directed by Onecom Partners) at the Reseller Partners' cost and risk by such post or courier service as shall ensure proof of delivery and sufficient insurance to cover the full value of the Equipment. Details of the relevant case reference must be included.

6.2.5 Onecom Partners shall inspect the returned Equipment and, where necessary, liaise with the manufacturer, whose assessment regarding warranty coverage (including DOA eligibility) is final.

6.2.6 Subject to the manufacturer's assessment and warranty/DOA policy confirmation, Onecom Partners shall facilitate the remedy determined by the manufacturer, which may be repair, or (at the manufacturer's or Onecom Partners' discretion, particularly if within a confirmed DOA Period) replacement (subject to clause 6.3) or refund (of such sum as Onecom Partners reasonably considers to be the current market value of the faulty Equipment).

6.3 The Reseller Partner acknowledges that, where it is determined (either by Onecom Partners or the manufacturer) that the fault is not covered by the Manufacturer's Warranty (including DOA coverage), the Reseller Partner remains liable for all sums outstanding in respect of such item of Equipment and:

6.3.1 where the faulty Equipment can be repaired:

- (a) the Reseller Partner shall return to Onecom Partners all replacement Equipment (if any) supplied pursuant to clause 6.2.6 (at the Reseller Partners cost and risk) or pay Onecom Partners the full cost of such replacement Equipment; and
- (b) at the Reseller Partner's option, Onecom Partners shall (i) repair the faulty Equipment and the Reseller Partner shall pay the cost of repair, or (ii) return the faulty Equipment to the Reseller Partner at the Reseller Partner's cost and risk and the Reseller Partner shall pay a diagnostic fee as detailed in the Price Guide, or (iii) dispose of faulty Equipment in accordance with the Waste Electric and Electronic Equipment (WEEE) Regulations 2013 and the Reseller Partner shall pay a diagnostic fee as detailed in the Price Guide.

6.3.2 where the faulty Equipment cannot be repaired, the Reseller Partner shall pay Onecom Partners the full cost of any replacement Equipment supplied pursuant to clause 6.2.6.

6.4 The Reseller Partner acknowledges and accepts that it is solely responsible for ensuring the backup of any important or confidential data stored on the Equipment prior to its return to Onecom Partners and the Reseller Partner agrees that Onecom Partners will not be liable if any such data is lost or corrupted during any process set out in clauses 6.2 and 6.3.

6.5 Any Equipment purchased as part of a bundle or with associated accessories (including but not limited to cases, screen protectors, chargers or promotional items) must be returned as a complete unit. Onecom Partners reserves the right to refuse a credit, refund or replacement if the Equipment is returned without all bundled items and accessories included in the original Order.

7 Data on Returned Goods

7.1 If the Reseller Partner returns Goods to Onecom Partners (for any reason), it is the Reseller Partner's sole responsibility to ensure that all personal data, photos, accounts (e.g. iCloud/Google accounts), and passwords are removed and the device is factory reset.

7.2 Onecom Partners is not responsible for any loss of data or data breach resulting from the Reseller Partner's failure to wipe a returned device.

8 Risk and retention of title

8.1 The risk in the Goods shall pass to the Reseller Partner on completion of delivery.

8.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of the Contract, legal and beneficial title to the Goods shall not pass to the Reseller Partner until Onecom Partners has received payment in full (in cleared funds).

8.3 Until title to the Goods has passed to the Reseller Partner, the Reseller Partner shall:

8.3.1 keep accurate records of the location or keeper of the Goods and store them separately from all other goods held by the Reseller Partner so that they remain readily identifiable as Onecom Partners' property;

8.3.2 maintain the Goods in satisfactory condition and in accordance with the relevant Manufacturer's Warranty and user guide;

8.3.3 keep them insured against all risks for their full replacement value from the date of delivery;

8.3.4 give Onecom Partners such information relating to the Goods as Onecom Partners may require from time to time; and

8.3.5 notify Onecom Partners immediately if it becomes subject to any of the insolvency events listed in the Termination clause in the MSA.

8.4 If, before title to the Goods passes to the Reseller Partner, the Reseller Partner becomes subject to any of the insolvency events listed in the Termination clause in the MSA, or Onecom Partners reasonably believes that any such event is about to happen and notifies the Reseller Partner accordingly, then, without limiting any other right or remedy Onecom Partners may have, Onecom Partners may at any time:

8.4.1 require the Reseller Partner at the Reseller Partner's own cost and expense to deliver up the Goods in its possession;

or

8.4.2 without further notice enter any premises of the Reseller Partner or of any third party where the Goods may be kept or stored in order to recover them.

8.5 The Reseller Partner shall at all times ensure that any and all parties that seek to assert any right or claim against the Reseller

Partner are made fully aware that the Goods are subject to reservation of title by Onecom Partners and that the Goods are not the property of the Reseller Partner.

8.6 If, for whatever reason, any party seeks to assert any right or claim against the Reseller Partner or the Goods, the Reseller Partner shall at its own cost and expense defend any such right or claim such as to preserve the reservation of title of the Goods and/or at Onecom Partners' request join any proceedings brought by Onecom Partners in relation to the Goods.

9 Third Party Software

9.1 Third Party Software is licensed under and subject to the terms of the applicable license agreement.

9.2 The Reseller Partner expressly acknowledges that:

9.2.1 its rights to use Third Party Software are limited to the rights provided by the third party licensor;

9.2.2 the terms of the applicable license agreement shall comprise the Reseller Partner's sole rights and remedies; and

9.2.3 all claims that the Reseller Partner may have concerning or relating to such Third Party Software regarding the performance or the functionality of such software or any services related thereto shall be brought exclusively against the third party licensor of such software and not against Onecom Partners.

9.3 Onecom Partner does not make any warranties concerning the performance or functionality of Third Party Software (including or any services related thereto) distributed by Onecom Partner and hereby disclaims and excludes all such warranties including, without limitation, warranties for merchantability, fitness for any particular purpose, or satisfactory quality whether at common law or in contract or tort or by statute or otherwise.

9.4 Onecom Partners shall not be liable to the Reseller Partner in respect of any effect on the Services caused or contributed to by Third Party Software (including changes to Third Party Software).

9.5 Onecom Partners shall not provide support services in relation to any Third Party Software.

