

APPLE TERMS – APPLE SOLUTIONS LIMITED

1. APPLE’S CONTRACT WITH YOU

- 1.1 These are the terms and conditions on which Apple supply Goods, or Services, or both Goods and Services, to you.
- 1.2 Please ensure that you read these Terms carefully, and check that the details on the Purchase Order and in these Terms are complete and accurate, before you sign and submit the Purchase Order. If you think that there is a mistake, please contact Apple to discuss, and please make sure that you ask Apple to confirm any changes in writing to avoid any confusion between you and Apple.
- 1.3 Apple consider that these Terms and the Purchase Order constitute the whole agreement between you and Apple.
- 1.4 When you sign and submit the Purchase Order to Apple, this does not mean Apple have accepted your order for Goods and/or Services. Apple acceptance of the Purchase Order will take place as described in clause 1.5. If Apple are unable to supply you with the Goods and/or Services, Apple will inform you of this in writing and Apple will not process the Purchase Order.
- 1.5 Where appropriate, Apple will perform a general site survey, and submit a Schedule of Works to you. However, these Terms will become binding on you and Apple when Apple issue you with a written acceptance of a Purchase Order, at which point a contract will come into existence between you and Apple.
- 1.6 If any of these Terms conflict with any term of the Purchase Order, the Purchase Order will take priority.
- 1.7 Apple shall assign an order number to the Purchase Order and inform you of it when Apple confirm the Purchase Order. Please quote the order number in all subsequent correspondence with Apple relating to the Purchase Order.
- 1.8 Apple’s website, catalogue and brochure are solely for the promotion of Apple Goods in the UK. Unfortunately, Apple do not accept orders from or deliver to addresses outside the UK.
- 1.9 The images of the Goods in Apple published mater are for illustrative purposes only. Although Apple have made every effort to display the colours accurately, Apple cannot guarantee that Apple published material accurately reflects the colour of the Goods. Your Goods may vary slightly from those images.

2. DEFINITIONS

2.1 When the following words with capital letters are used in these Terms, this is what they will mean:

- (a) **Event Outside Apple's Control:** is defined in clause 12.2;
- (b) **Goods:** the goods that Apple are selling to you as set out in the Purchase Order, where appropriate Goods will also include made-to-order Goods;
- (c) **Purchase Order:** your order for the Goods and/or Services as set out overleaf;
- (d) **Product:** the product Apple create for you as a result of the Services, as set out in the Purchase Order;
- (e) **Programme of Works:** if appropriate, a document setting out relevant time periods and completion dates of the Services as set out in clause 8.1.
- (f) **Schedule of Works:** the description plans, workings and other specification details for the Services provided in writing by Apple to you, and any specification for the Goods, including any relevant plans or drawings which shall be produced by Apple on the basis of information provided by you to Apple;
- (g) **Services:** the services that Apple are providing to you as set out in the Purchase Order;
- (h) **Terms:** the terms and conditions set out in this document; and
- (i) **Apple:** Apple Solutions Limited.

2.2 When Apple use the words "writing" or "written" in these Terms, this will include e-mail unless Apple say otherwise.

3. CHANGES TO THE PURCHASE ORDER OR TERMS

3.1 Apple may revise these Terms from time to time in the following circumstances:

- (a) changes in how Apple accept payment from you;
- (b) changes in relevant laws and regulatory requirements;

3.2 If Apple have to revise these Terms under clause 3.1, Apple will give you at least one month's written notice of any changes to these Terms before they take effect. You can choose to cancel the contract in accordance with clause 13.4(c).

3.3 You may make a change to the Purchase Order for Goods and/or Services within five calendar days of placing an Purchase Order by contacting Apple, except in the case of made-to-order (specifically made to order) Goods. Where this means a change in the total price of the Goods and/or Services, Apple will notify you of the amended price

in writing. You can choose to cancel the Purchase Order in accordance with clause 13 in these circumstances.

- 3.4 If you wish to cancel a Purchase Order before it has been fulfilled, please see your right to do so in clause 13. In the case of made-to-order Goods, unfortunately, because Apple make these Goods to your specific requirements, you will not be able to cancel a Purchase Order once it is made.

4. MADE-TO-ORDER GOODS

- 4.1 Apple make the Goods according to the measurements you provide Apple.
- 4.2 Please make sure your measurements are correct and accurate. Unfortunately, Apple cannot accept the return of made-to-order Goods if the reason for the return is because you provided Apple with incorrect measurements. However, this will not affect your legal rights as a consumer in relation to made-to-order Goods that are faulty or not as described. Advice about your legal rights is available at your local Citizen's Advice Bureau or Trading Standards office.

5. DELIVERY OF GOODS

- 5.1 Please note that timescales for delivery and delivery charges will vary depending on the availability of the Goods and your address. Unfortunately Apple does not deliver to addresses outside the UK.
- 5.2 Apple will contact you with an estimated delivery date. Occasionally Apple's delivery to you may be affected by an Event Outside Apple's Control. See clause 12 for Apple's responsibilities when this happens.
- 5.3 Delivery of a Purchase Order shall be completed when Apple delivers the Goods to the address you gave Apple.
- 5.4 If no one is available at your address to take delivery, Apple will leave you a note that the Goods have been returned to Apple premises, in which case, please contact us to rearrange delivery. Apple may charge you extra delivery costs for this.
- 5.5 If Apple is not able to deliver the whole of the Purchase Order at one time due to operational reasons or shortage of stock, Apple will deliver the Purchase Order in instalments. Apple will not charge you extra delivery costs for this. However, if you ask Apple to deliver the Purchase Order in instalments, Apple may charge you extra delivery costs. Each instalment shall constitute a separate contract governed by these Terms. If Apple are late delivering an instalment or one instalment is faulty, that will not entitle you to cancel any other instalment.

- 5.6 The Goods or Product will be your responsibility from the completion of delivery.
- 5.7 You are the possessor (bailee) and not the owner (bailor) of the Goods or Product until Apple has received payment in full (in cash or cleared funds in a bank account), and hold the Goods or Product on Apple's behalf. You own the Goods or Product once Apple has received payment in full for:-
- (a) the Goods; or
 - (b) any Services; or
 - (c) any Product
- that Apple has supplied to you.
- 5.8 Until the point at which you own the Goods or Product in accordance with clause 5.7, you should, as far as reasonably possible:-
- (a) store the Goods or Product away from your own possessions and belongings;
 - (b) keep all marks, labelling or packaging on the Goods or Product, and you will not remove deface or obscure any label, mark or packaging on the Goods or Products;
 - (c) look after the Goods or Product as if they were your own possessions and belongings and keep them in the condition in which they were delivered;
 - (d) answer any reasonable questions of Apple about the Goods or Product, including but not limited to where you are storing the Goods or Product; and
 - (e) notify Apple as soon as it becomes apparent you cannot pay for any Goods and the Services or Product.

6. IF THE GOODS ARE FAULTY

As a consumer, you have legal rights in relation to Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

7. THIRD-PARTY MANUFACTURER'S GUARANTEE OF GOODS

- 7.1 Certain Goods sold by Apple come with a manufacturer's guarantee. For details, please refer to the manufacturer's guarantee provided with the Goods.
- 7.2 This guarantee is in addition to your legal rights in relation to the Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

8. PROVIDING SERVICES

- 8.1 Where appropriate, Apple may provide you with a Programme of Works. The Programme of Works will indicate estimated time periods for the start and/or completion of the Services.
- 8.2 Apple will make every effort to complete the Services on time. However, there may be delays due to an Event Outside Apple's Control. See clause 12 for Apple responsibilities when an Event Outside Apple's Control happens.
- 8.3 Apple will need certain information from you that is necessary for Apple to provide the Services, for example but not limited to, information regarding access to your premises, or location of utility services (water, electricity or power). Apple will contact you about this. If you do not, after being asked by Apple, provide Apple with this information, or you provide Apple with incomplete or incorrect information, Apple may make an additional charge of a reasonable sum to cover any extra work that is required, or Apple may suspend the Services by giving you written notice. Apple will not be liable for any delay or non-performance where you have not provided this information to Apple after Apple has asked. If we suspend the Services under this clause 8.3, you do not have to pay for the Services while they are suspended, but this does not affect your obligation to pay for any invoices Apple have already sent you.
- 8.4 Apple may have to suspend the Services if Apple has to deal with technical problems, or to make improvements agreed between you and Apple in writing to the Services. Apple will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency. You do not have to pay for the Services while they are suspended under this clause 8.4 but this does not affect your obligation to pay for any invoices Apple have already sent you.
- 8.5 If you do not pay Apple for the Services when you are supposed to as set out in clause 10.7, Apple may suspend the Services with immediate effect until you have paid Apple the outstanding amounts (except where you dispute an invoice under clause 10.9). Apple will contact you to tell you this. This does not affect Apple right to charge you interest under clause 10.8.
- 8.6 If Apple design the Product for you, Apple will own the copyright, design right and all other intellectual property rights in the Product and any drafts, drawings or illustrations including, but not limited to, any in the Schedule of Works Apple make in connection with the Product for you.

9. IF THERE IS A PROBLEM WITH THE SERVICES

- 9.1 In the unlikely event that there is any defect with the Services or Product:

- (a) please contact Apple and tell Apple as soon as reasonably possible;
- (b) please give Apple a reasonable opportunity to repair or fix any defect; and
- (c) Apple will use every effort to repair or fix the defect as soon as reasonably practicable.

You will not have to pay for Apple to repair or fix a defect with the Services or Product under this clause 9.1.

9.2 As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials Apple use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

10. PRICE AND PAYMENT

10.1 The price of the Goods and/or the Services will be set out in Apple price list in force at the time Apple confirm your Purchase Order. Apple prices may change at any time, but price changes will not affect Purchase Orders that Apple has confirmed with you.

10.2 These prices include VAT. However, if the rate of VAT changes between the date of the Purchase Order and the date of delivery or performance, Apple will adjust the rate of VAT that you pay, unless you have already paid for the Goods and/or Services in full before the change in the rate of VAT takes effect,

10.3 The prices for the Goods exclude delivery costs, which will be added to the total amount due.

10.4 It is always possible that, despite Apple best efforts, some of the Goods Apple sell may be incorrectly priced. Apple will normally check prices as part of Apple despatch procedures so that, where the Goods' correct price is less than Apple stated price, Apple will charge the lower amount when dispatching the Goods to you. If the Goods' correct price is higher than the price stated in or on Apple's published material, Apple will contact you to tell you and for your instructions. If the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, Apple do not have to provide the Goods to you at the incorrect (lower) price.

10.5 Where Apple are providing Goods to you, and unless otherwise agreed in writing, you must make payment for Goods in advance by cash, or alternatively to a bank account nominated in writing by Apple.

10.6 Where Apple has delivered the Goods or Products to you before receiving payment in full, and Apple has reason to believe you cannot pay for the Goods, Products or

Services, or you do not make payment for Goods, Products or Services when payment becomes due in full (cash or cleared funds in a bank account), Apple may, provided that the Goods have not been used or attached to any other goods or structures and can be separated without causing damage, ask you to return the Goods or Products immediately, and if you fail to do so promptly, Apple will be entitled to enter your premises to recover the Goods or Products.

- 10.7 Where Apple are providing Services to you, and unless otherwise agreed, Apple will ask you to make an advance payment of 25% of the price of the Services. Your rights to a refund on cancellation are set out in clause 13. Apple will invoice you for the balance of the Services on or any time after Apple has performed the Services, including on any milestone payment stages agreed in writing by you with Apple. Each invoice will quote the Purchase Order number. You must pay each invoice in cleared monies within 30 calendar days at the date of invoice via cash, or alternatively to a bank account nominated in writing by Apple.
- 10.8 If you do not make any payment due to Apple by the due date for payment, Apple may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of National Westminster Bank Plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Apple interest together with any overdue amount.
- 10.9 However, if you dispute an invoice in good faith and contact Apple to let Apple know promptly after you have received an invoice that you dispute it, clause 10.8 will not apply for the period of the dispute.
- 10.10 In the event that the Goods you require are changed by you, or the Services you require differ from those set out in the Schedule of Works, Programme of Works or the Purchase Order then Apple will be entitled to suspend the supply of Goods, Products or Services by giving you written notice until you and Apple have reached agreement with regards to any changes to the price. For the avoidance of doubt, this clause will also address those circumstances where as a result of Apple performing the Services unforeseen events or issues arise which change the required Goods, Products or Services to be provided. An unforeseen event or issue is something that was not contemplated by you and Apple at the time we entered into this contract.

11. APPLE'S LIABILITY TO YOU

- 11.1 If Apple fail to comply with these Terms, Apple are responsible for loss or damage you suffer that is a foreseeable result of Apple breach of the Terms or Apple negligence, but Apple are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of

our breach or if they were contemplated by you and Apple at the time we entered into this contract.

11.2 If Apple are installing the Goods or Product and/or providing Services in your property, Apple will make good any damage to your property caused by Apple in the course of installation or performance. However, Apple are not responsible for the cost of repairing any pre-existing faults or damage to your property that Apple discover in the course of installation and/or performance by Apple.

11.3 Apple only supply the Goods and/or Services or Product for domestic and private use. You agree not to use the Goods and/or Services or Product for any commercial, business or re-sale purpose, and Apple have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

11.4 Apple does not exclude or limit in any way Apple liability for:

- (a) death or personal injury caused by Apple negligence or the negligence of Apple employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 and by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- (d) breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and
- (e) defective products under the Consumer Protection Act 1987.

12. EVENTS OUTSIDE APPLE'S CONTROL

12.1 Apple will not be liable or responsible for any failure to perform, or delay in performance of, any of Apple's obligations under these Terms that is caused by an Event Outside Apple's Control.

12.2 An Event Outside Apple's Control means any act or event beyond Apple's reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

12.3 If an Event Outside Apple's Control takes place that affects the performance of Apple's obligations under these Terms:

- (a) Apple will contact you as soon as reasonably possible to notify you; and

- (b) Apple obligations under these Terms will be suspended and the time for performance of Apple's obligations will be extended for the duration of the Event Outside Apple's Control. Where the Event Outside Apple's Control affects Apple's delivery of Goods to you, Apple will arrange a new delivery date with you after the Event Outside Apple's Control is over. Where the Event Outside Apple's Control affects Apple's performance of Services to you, Apple will restart the Services as soon as reasonably possible after the Event Outside Apple's Control is over.

12.4 You may cancel the contract if an Event Outside Apple's Control takes place and you no longer wish Apple to provide the Goods and/or Services. Please see your cancellation rights under clause 13. Apple will only cancel the contract if the Event Outside Apple's Control continues for longer than four weeks in accordance with Apple cancellation rights in clause 13.

13. YOUR CANCELLATION RIGHTS

13.1 Before Apple begin to provide the Services or the Goods are delivered, you have the following rights to cancel a Purchase Order for Goods (other than made-to-order Goods) and/or Services, including where you choose to cancel because Apple are affected by an Event Outside Apple's Control or Apple change these Terms under clause 3.1 to your material disadvantage:

- (a) You may cancel any Purchase Order for Goods and/or Services within seven calendar days of placing a Purchase Order by contacting Apple. Apple will confirm your cancellation in writing to you.
- (b) If you cancel a Purchase Order under clause 13.1(a) and you have made any payment in advance for Services that have not been provided to you, or Goods that have not been delivered to you, Apple will refund these amounts to you.
- (c) However, if you cancel a Purchase Order for Services under clause 13.1(a) and Apple have already started work on your Purchase Order by that time, you will pay Apple any costs Apple reasonably incurred in starting to fulfil the Purchase Order, and this charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. Apple will tell you what these costs are when you contact Apple. However, where you have cancelled a Purchase Order because of Apple failure to comply with these Terms (except where Apple have been affected by an Event Outside Apple's Control), you do not have to make any payment to Apple.
- (d) Unfortunately, if you cancel a Purchase Order for Goods under clause 13.1(a) and Apple have already despatched your Goods to you, Apple will not be able to cancel your Purchase Order until it is delivered. In this case, if you return the Goods to Apple, Apple will have to charge you the cost of collection or you will have to pay the cost of returning the Goods back to

Apple. This will not affect your refund for the Goods, but any charge for collection will be deducted from the refund that is due to you.

- 13.2 Unfortunately, as the made-to-order Goods are made to your requirements, you will not be able to cancel your Purchase Order once made (but this will not affect your legal rights as a consumer in relation to made-to-measure Goods that are faulty or not as described).
- 13.3 Once Apple has begun to provide the Services to you, you may cancel the contract for the Services at any time by providing Apple with at least 30 calendar days' notice in writing. Any advance payment you have made for Services that have not been provided will be refunded to you.
- 13.4 Once Apple has begun to provide the Services to you, you may cancel the contract for Services with immediate effect by giving Apple written notice if:
- (a) Apple break this contract in any material way and Apple do not correct or fix the situation within 14 days of you asking Apple to in writing;
 - (b) Apple go into liquidation or a receiver or an administrator is appointed over Apple assets;
 - (c) Apple change these Terms under clause 3.1 to your material disadvantage;
 - (d) Apple is affected by an Event Outside Apple's Control.

14. APPLE CANCELLATION RIGHTS

- 14.1 If Apple have to cancel a Purchase Order for Goods (including made-to-order Goods) and/or Services before the Services start or the Goods are delivered:
- (a) Apple may have to cancel a Purchase Order before the start date for the Services or before the Goods are delivered, due to an Event Outside Apple's Control or the unavailability of stock or (in the case of Services) key personnel or key materials without which Apple cannot provide the Services. Apple will promptly contact you if this happens.
 - (b) If Apple has to cancel a Purchase Order under clause 14.1(a) and you have made any payment in advance for Services that have not been provided to you, or Goods that have not been delivered to you, Apple will refund these amounts to you.
 - (c) Where Apple have already started work on your Purchase Order for Services or made-to-order Goods by the time Apple have to cancel under clause 14.1(a), Apple will not charge you anything and you will not have to make any payment to Apple.
- 14.2 Once Apple have begun to provide the Services to you, Apple may cancel the contract for the Services at any time by providing you with at least 30 calendar days'

notice in writing. If you have made any payment in advance for Services that have not been provided to you, Apple will refund these amounts to you.

- 14.3 Apple may cancel the contract for Services at any time with immediate effect by giving you written notice if:
- (a) you do not pay Apple when you are supposed to as set out in clause 10.7. This does not affect Apple right to charge you interest under clause 10.8; or
 - (b) you break the contract in any other material way and you do not correct or fix the situation within 14 days of Apple asking you to in writing.

15. INFORMATION ABOUT US AND HOW TO CONTACT US

15.1 Apple is a company registered in England and Wales. Apple's company registration number is 5661034 and Apple's registered office is at 213 Station Road, Stechford, Birmingham, B33 8BB. Apple's registered VAT number is 849 3560 92

15.2 If you have any questions or if you have any complaints, please contact Apple. You can contact Apple by telephoning Apple on 0121 258 3440 or by e-mailing Apple at jp.trueman@apple-solutions.co.uk.

15.3 If you wish to contact Apple in writing, or if any clause in these Terms requires you to give Apple notice in writing (for example, to cancel the contract), you can send this to Apple by e-mail, by hand, or by pre-paid post to Apple Solutions Limited at 213 Station Road, Stechford, Birmingham, B33 8BB or jp.trueman@apple-solutions.co.uk. Apple will confirm receipt of this by contacting you in writing. If Apple have to contact you or give you notice in writing, Apple will do so by e-mail, by hand, or by pre-paid post to the address you provide to Apple in the Purchase Order.

16. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 16.1 Apple will use the personal information you provide to Apple to:
- (a) provide the Goods and/or Services;
 - (b) process your payment for such Goods and/or Services; and
 - (c) inform you about similar products or services that Apple provide, but you may stop receiving these at any time by contacting Apple.
- 16.2 You agree that Apple may pass your personal information to credit reference agencies and that they may keep a record of any search that they do.
- 16.3 Apple will not give your personal data to any other third party.

17. OTHER IMPORTANT TERMS

- 17.1 Apple may transfer Apple rights and obligations under these Terms to another organisation, and Apple will always notify you in writing if this happens, but this will not affect your rights or Apple obligations under these Terms.
- 17.2 You may transfer the benefit of the guarantee in clause 7.1 to any purchaser of your property. You may only transfer your rights or your obligations under these Terms to another person if Apple agree in writing.
- 17.3 This contract is between you and Apple. No other person shall have any rights to enforce any of its terms. However, the purchaser of your property will have the benefit of the guarantee at clause 7.1 if you transfer it to them, but Apple and you will not need their consent to cancel or make any changes to these Terms.
- 17.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 17.5 If Apple fail to insist that you perform any of your obligations under these Terms, or if Apple does not enforce Apples' rights against you, or if Apple's delay in doing so, that will not mean that Apple have waived Apples' rights against you and will not mean that you do not have to comply with those obligations. If Apple does waive a default by you, Apple will only do so in writing, and that will not mean that Apple will automatically waive any later default by you.
- 17.6 These Terms are governed by English law. You and Apple both agree to submit to the non-exclusive jurisdiction of the English courts.