



General Terms and Conditions of Service

1. General

- 1.1 All services provided by RS (the “**Services**”) are subject to these terms and conditions.
- 1.2 The specific details of the Services shall be set out in a separate document agreed by the parties (the “**Quotation**”) and these general terms and conditions of service.
- 1.3 These terms and conditions together with the Quotation shall form the agreement (this “**Agreement**”) for the supply of the Services between the Customer and RS. If, and to the extent, that there is any conflict or inconsistency between these terms and conditions and the Quotation, then the following order of precedence shall apply: (a) the Quotation and (b) these terms and conditions.
- 1.4 No other terms or documentation will apply to the supply of Services by RS unless agreed in writing by an authorised signatory of RS or expressly stated otherwise in these terms and conditions.
- 1.5 All descriptions of the Services contained on the RS website or otherwise communicated to any purchaser of such Services (the “**Customer**”) are approximate only and shall not form any part this Agreement. RS shall not be liable to the Customer for any errors or omissions on the RS website, the RS catalogue, any presentation or other advertisement.
- 1.6 Any advertising of Services on the RS website is not an offer capable of acceptance; it merely constitutes an invitation by RS for the Customer to make an offer to purchase Services. RS' acceptance of the Customer's order will take place when RS confirms pricing to the Customer in the Quotation, at which point a contract will come into existence between RS and the Customer.
- 1.7 These terms and conditions do not apply to the provision of products by RS, to which separate terms and conditions apply.
- 1.8 The Customer's particular attention is drawn to clause 7, which sets out certain limitations of RS' liability.

2. Services

- 2.1 RS shall use reasonable endeavours to provide the Services:
 - i in accordance with applicable laws; and
 - ii in accordance with any performance dates set out in the Quotation but any such dates shall be estimates only and time shall not be of the essence in relation to such performance dates and RS shall be under no liability if it fails to meet any such dates.

3. Obligations of the Customer

- 3.1 The Customer shall:
 - i co-operate with RS in all matters relating to the Services;
 - ii provide, for RS and RS' personnel, in a timely manner and at no charge, to ensure safe access to the Customer's premises, office accommodation, data and other facilities as reasonably required by RS;
 - iii obtain and maintain in force all necessary licences and consents and comply with all applicable laws as required to enable RS to provide the Services; and
 - iv provide to RS in a timely manner all documents, information, items and materials reasonably required by RS in connection with the provision of the Services and ensure that they are accurate and complete.



3.2 If RS' performance of its obligations under these terms and conditions is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, RS shall be entitled to an extension of time to perform its obligations equal to the delay caused by the Customer.

4. **Charges**

4.1 The charges for the Services are as set out Quotation.

4.2 All charges exclude VAT and any other applicable local sales taxes, which RS will add at the rate and in the manner prescribed by law.

4.3 RS may increase the charges on an annual basis with effect from each anniversary of the date of signature of the Quotation in line with the percentage increase in the local consumer prices index in the preceding 12 (twelve) month period, and the first such increase shall take effect on the first anniversary of the date of signature of the Quotation and shall be based on the latest available figure for the percentage increase in the local consumer prices index.

5. **Payment**

5.1 Customer shall pay in accordance with the payment term indicated on the Cover Sheet by electronic fund transfer to RS.

5.2 In the event that Customer does not pay in accordance with the agreed payment terms, RS reserves the right to suspend the Services until full payment is made and amend the payment terms. In such event, any outstanding balance from the Customer will immediately become due and payable notwithstanding that such balance would not otherwise be due until a later date.

5.3 In addition, RS reserves the right to charge a late payment fee of 0.5% per month (6% per annum) to Customer on any unpaid balances until full payment is received.

6. **Warranties and Remedies**

6.1 RS warrants that the Services will be provided using reasonable care and skill. If any Service falls short of this standard, RS will re-provide the relevant Service.

6.2 Save as expressly provided in these terms and conditions, all implied warranties, terms and conditions (whether statutory or otherwise) concerning the supply or non-supply of Services are excluded to the fullest extent permitted by law (including, without limitation, the implied terms of satisfactory quality and fitness for purpose).

6.3 The Customer acknowledges that it is responsible for ensuring that the Services it orders are fit for the purposes for which it intends to use them.

7. **Liability**

7.1 Subject to clause 7.3, RS shall not be liable (whether in tort (including negligence), contract or breach of any duty or otherwise) for any of the following: (a) indirect or consequential loss or damage; (b) loss of revenue; (c) loss of profits; (d) loss of productivity; (e) loss of production; (f) loss of business or expected future business; (g) economic loss; or (h) damage to reputation or goodwill.

7.2 If, notwithstanding any other provisions in these terms and conditions including without limitation clauses 6 (Warranties and Remedies) and 7 (Liability), any liability attaches to RS, RS's liability to the Customer arising out of or in connection with these terms and conditions or any order whether in contract, tort or otherwise in respect of one or more of (i) any express or implied terms of this Agreement, or of any order accepted by RS; (ii) any duty of any kind imposed on RS by law arising out of or in relation to this Agreement or the order; (iii) any defect in the products or Services; (iv) intellectual property rights infringement; or (v) any other loss whatsoever arising out of these terms and conditions, shall be limited in the aggregate to:

i in respect of Services which are provided on the Customer's premises, RS's liability for any damage to the Customer's tangible property shall be limited to £10,000; or

ii in respect of all other liabilities arising out of or in connection with these terms and conditions, an amount equal to the charges paid or payable by the Customer in the 12 months preceding the claim.



7.3 Nothing in these terms and conditions (including without limitation this clause 7) shall exclude or limit the liability of RS for death or personal injury caused by the negligence of RS or its employees, agents or sub-contractors, or for fraud or anything else which cannot by law be limited or excluded.

8. **Force Majeure**

A force majeure event is any event beyond the reasonable control of RS (including but not limited to strikes, pandemic, epidemic, crisis or outbreak, governmental measures, traffic congestion, the downtime of any external line, or RS's inability to procure the services, materials or articles required for the performance of this Agreement except at enhanced prices). If RS is prevented or restricted from carrying out all or any of its obligations under these terms and conditions by reason of any force majeure event, then RS shall be relieved of its obligations during the period that such event continues and shall not be liable for any delay and/or failure in the performance of its obligations during such period. If the force majeure event continues for a period longer than fourteen days, RS may cancel the affected order, without any liability to the Customer.

9. **Intellectual Property Rights**

9.1 All intellectual property rights are and shall remain the exclusive property of the party owning them or, where applicable, such party's third-party licensors.

9.2 All intellectual property rights in any deliverables which are created by or on behalf of RS in the course of the provision of the Services shall vest in RS on creation and remain vested in RS. RS grants to the Customer a non-exclusive licence to use, any such deliverables for the purpose of receiving and using the Services and the deliverables in its business. The Customer shall not sub-license, assign or otherwise transfer the rights granted in this clause 9.2.

9.3 RS does not warrant or give any assurance to the Customer that any Services supplied do not infringe the intellectual property rights of any third party.

9.4 All logos, trade names or trade marks (the "**Marks**") owned or used by RS in the course of its business are the property of RS or its licensors. RS reserves all intellectual property rights in relation to the use of such Marks. The Customer may not use or permit the use of such Marks or any similar marks without the prior written permission of RS.

10. **Confidentiality**

10.1 The Customer shall not use or disclose any and all information in whatever form, whether in oral, tangible or documented form, that: (a) is by its nature confidential; or (b) the Customer knows or ought to know is confidential; or (c) is designated by RS as confidential, and in each case is disclosed to or otherwise learnt, acquired or developed by the Customer in connection with these terms and conditions (or their subject matter).

10.2 This clause 10 shall survive termination of this Agreement, however arising.

11. **Term and Termination**

11.1 This Agreement shall come into effect from the date of signature of the Quotation the Customer and continue, unless terminated earlier in accordance with the provisions of these terms and conditions, for the term stated in such Quotation.

11.2 For one-off Service provision, no termination will be possible once the Quotation has been accepted by Customer. In other cases, either party may terminate this Agreement by giving to the other party the required notice period stated in the Quotation.

11.3 This Agreement may be terminated immediately on written notice by either party if the other party:

- i ceases to trade, is unable to pay its debts, goes into administration, bankruptcy, winding-up, enters into an arrangement with its creditors, makes a debt application before any court, or any similar procedure, whether voluntary or involuntary in any jurisdiction);
- ii commits a material breach of this Agreement, provided that where such breach is capable of remedy the breaching Party has been advised in writing of the breach and has not rectified it within thirty (30) days of receipt of such notice.



- 11.4 RS may terminate this Agreement immediately on written notice to the Customer if the Customer is in default of any payment due to RS.
- 11.5 Termination or expiry of this Agreement shall not prejudice or affect the continued existence and the validity of the rights and obligations of the parties under any clauses the survival of which is necessary for the interpretation or enforcement of this Agreement.
- 11.6 Termination shall not affect any accrued rights or existing obligations of either party under this Agreement.
- 11.7 On termination or expiry of this Agreement the Customer shall:
- i immediately pay to RS all of RS' outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, RS may submit an invoice, which shall be payable immediately on receipt; and
 - ii return all or any confidential information of RS in its possession together with all copies thereof, or at RS' option to destroy all such confidential information by shredding or incineration of all documents and other material in its possession, custody or control and/or irretrievably deleting the same if stored on electronic or magnetic media and certifying to RS that this has been done.

12. **Anti-Bribery**

- 12.1 The Customer shall (and shall procure that persons associated with it or other persons who are receiving Services in connection with these terms and conditions shall) comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption, (the "**Relevant Requirements**") and shall:
- i not (directly or indirectly) induce any employee, agent or subcontractor of RS to make any concession to or confer any benefit on the Customer, refrain or withhold from doing any act, in return for any gift, money, or other inducement;
 - ii not do or omit to do any act that will cause or lead RS to be in breach of any of the Relevant Requirements; and
 - iii promptly report to RS any request or demand for any undue financial or other advantage of any kind received by the Customer in connection with these terms and conditions.
- 12.2 Financial restrictions on gifts and entertainment are contained in RS's Anti-Bribery Policy and further details are available on request.
- 12.3 Any breach of this clause 12 shall be a material breach of these terms and conditions which is incapable of remedy.

13. **Modern Slavery**

- 13.1 The Customer shall take reasonable steps to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its own business. The Customer shall, at RS' request, provide RS with a statement of any such steps it has taken, and such other information as RS may reasonably require in order to enable it to prepare a slavery and human trafficking statement. The Customer shall notify RS immediately if it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement.

14. **Data Protection and Customer Information**

- 14.1 For the purposes of this clause, "**Data Protection Laws**" means any applicable laws and regulations in any relevant jurisdiction relating to the use or processing of personal data including: (i) EU Regulation 2016/679 as it forms part of the law of England and Wales by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the "**UK GDPR**"); (ii) the Data Protection Act 2018 ("**DPA**") and (iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003) or any local equivalent; in each case, as updated, amended or replaced from time to time; and (b) the terms "Data Subject", "Personal Data", "processing", "processor" and "controller" shall have the meanings set out in the Data Protection Laws.



- 14.2 Each party shall comply with the provisions and obligations imposed on it by the Data Protection Laws when processing Personal Data in connection with this Agreement.
- 14.3 To the extent that a party processes any Personal Data on behalf of the other party, the processing party shall: (a) comply with the provisions and obligations imposed on a processor by the Data Protection Laws and any reference to "documented instructions" shall include the provisions of this Agreement; and (b) not disclose any Personal Data to any Data Subject or to a third party other than at the written request of the other party or as expressly provided for in this Agreement.
- 14.4 If either party receives any complaint, notice or communication which relates to the processing of Personal Data by the other party or to either party's compliance with the Data Protection Laws, or if either party suffers a personal data breach (as defined in the Data Protection Laws), it shall immediately notify the other party and provide the other party with reasonable co-operation and assistance in relation to any such complaint, notice, communication or Personal Data breach.
15. **Miscellaneous**
- 15.1 RS may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior consent of the Customer.
- 15.2 No purported variation of this Agreement shall be valid unless it is in writing (which excludes email) and signed by or on behalf of each party.
- 15.3 Any notice given by one party to another under this Agreement shall be in writing, delivered by hand or by prepaid first class or special delivery post to the address given at the start of this Agreement or communicated by email to the RS contact person mentioned on the Quotation and in all cases marked for the attention of the relevant party.
- 15.4 Notices delivered by hand or by email shall be given on the day of receipt (unless received after 5.00 pm in which case they shall be given on the next business day). Notices sent by prepaid first class post or special delivery shall be deemed to have been given two business days after the date of posting.
- 15.5 No failure or delay by a party to enforce or exercise any right or remedy under this Agreement or by law shall be deemed to be a waiver of that or any other right or remedy, nor shall it operate so as to bar the enforcement or exercise of that or any other right or remedy at any time subsequently. Any waiver of any breach of this Agreement shall not be deemed to be a waiver of any subsequent breach.
- 15.6 Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture between the parties, or to authorise either party to act as agent for the other and neither party shall have authority to act in the name of or on behalf of the other, or to enter into any commitment or make any representation or warranty or otherwise bind the other in any way.
- 15.7 This Agreement shall ensure to and be binding on each party and its respective successors and permitted assigns.
- 15.8 Unless expressly provided in this Agreement, no term of this Agreement is enforceable by any person who is not a party to it.
- 15.9 The parties irrevocably agree that the courts of the country in which RS and Customer are located for the purpose of this Agreement shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with this Agreement, its subject matter or formation.
- 15.10 If any part of these terms and conditions is found to be unenforceable by any court or competent authority or would be found to be unenforceable if it were interpreted or construed in a particular way, then it is the parties' express intention that the relevant wording should be interpreted or construed so as to avoid such a finding and that, in the event of such a finding, the remainder of the provision in question shall be interpreted or construed to give it full effect.