

TERMS AND CONDITIONS of sale of Cisco Meraki products to a business.

Application and entire agreement

1. These Terms and Conditions will apply to the purchase of the goods detailed in our Quotation or Cart (**Goods**) by the buyer (**you**) from Cloud Controlled Limited a company registered in England and Wales under number 10195051 whose registered office is at 46 Woodstock Road, Oxford, Oxfordshire, OX2 6HT, trading as MerakiStore from CloudControlled (**we or us**).
2. These Terms and Conditions will be deemed to have been accepted by you when you accept them or the Quotation or make a Website purchase, or from the date of any delivery of the Goods (whichever happens earlier) and will constitute the entire agreement between us and you.
3. These Terms and Conditions and the quotation and the Cisco Meraki documents referred to herein (together, the **Contract**) apply between us and you for the purchase and sale of any Cisco Meraki products from the Website, to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
4. By making a purchase at MerakiStore from CloudControlled, you confirm that you are buying as or on behalf of a business, and not as a consumer. As such all purchases are exempt from Consumer Contracts (formerly distance selling) regulations.
5. Cisco Meraki's Policies are hereby made part of this agreement, and are to be found at:
<https://meraki.cisco.com/support/#policies>

Interpretation

6. A "business day" means any day other than a Saturday, Sunday or bank holiday in England and Wales.
7. "Effective Date" means the start date of the Contract.
8. "Term" has the meaning given in to it in clause 61.
9. The headings in these Terms and Conditions are for convenience only and will not affect their interpretation.
10. Words imparting the singular number include the plural and vice-versa.
11. Website means cloudcontrolled.uk or any sub-domain thereof. Cart means the Website shopping cart. Checkout means the Website checkout.
12. "Quotation" means a formal quotation delivered to you following a quotation request.
13. Order Confirmation means us receiving acknowledgement and confirmation of your order from our distribution partners.

Goods

14. The description of the Goods is set out in our sales documentation on the Website, unless expressly changed in our

quotation. In accepting a Quotation, or making a purchase on the Website you acknowledge that you have not relied upon any statement, promise or other representations about the Goods by us. Descriptions of the Goods set out in our sales documentation are intended as a guide only.

15. We can make any changes to the specification of the Goods which are required to conform to any applicable safety or other statutory or regulatory requirements.

Price

16. The price (Price) of the Goods is set out on our website or in our Quotation current at the date of your order or such other price as we may agree in writing.

17. Where the Quotation states that the Price is payable in instalments, you will pay the Price as set out in the Quotation. You acknowledge that the Price will be payable throughout the Term and the Price remains payable in full notwithstanding any early termination of the Contract, or cessation of use by you of the Goods, prior to the end of the Term.

18. If the cost of the Goods to us increases due to any factor beyond our control including, but not limited to, material costs, labour costs, alteration of exchange rates or duties, changes to delivery rates, or delay between your placement of order and Order Confirmation, we can increase the Price prior to delivery.

19. Any increase in the Price under the clause above will only take place after we have told you about it.

20. You may be entitled to discounts. Any and all discounts will be at our discretion.

21. The Price of individual products is exclusive of fees for packaging and transportation / delivery. Delivery fees are stated on the Website or Quotation.

22. The Price and the price in the Cart is exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority. Prices including VAT for individual products are also shown on the Website. The total VAT due is shown in the Order Summary on the Cart and Checkout.

Cancellation and alteration

23. Details of the Goods as described in the clause above (Goods) and set out in our sales documentation are subject to alteration without notice and are not a contractual offer to sell Goods which are capable of acceptance.

24. A Quotation (including any non-standard price negotiated in accordance with the clause on Price (above)) is valid for a period of 7 days only from the date shown in it unless expressly withdrawn by us at an earlier time. A Quotation's validity may be extended upon request at our discretion.

25. Each order is a special order and passed to Cisco Meraki for fulfilment. You are responsible for the accuracy of the items in the Cart and therefore the order, including the specification, configuration, suitability, compatibility and interoperability with other products, as well as their fitness for your purposes.

26. Either of us can cancel the order for any reason prior to Order Confirmation.

27. After Order Confirmation, you may not cancel the order. Delivery will be tendered.

Payment

28. We will invoice you for the Price at the time of placement of order or as otherwise set out in the Quotation.
29. In the case of credit terms being agreed between us, you must pay the Price according to the agreed terms. If you do not pay within the agreed period, we will cancel any unpaid orders, and suspend any further deliveries to you and without limiting any of our other rights or remedies for statutory interest, charge you interest at the rate of 8% per annum above the base rate of the Bank of England from time to time on the amount outstanding until you pay in full.
30. In the case of no credit terms being agreed, you must pay the Price within 14 days of the date of your order. Your order will not be processed, and no delivery will take place, until you have paid the Price. We will cancel any unpaid orders if you do not pay within the period set out above.
31. You must make payment even if delivery has not have taken place and / or that the title in the Goods has not passed to you.
32. Time for payment will be of the essence of the Contract between us and you.
33. All payments must be made in British Pounds unless otherwise agreed in writing between us.
34. Both parties must pay all amounts due under these Terms and Conditions in full without any deduction or withholding except as required by law and neither party is entitled to assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.

Delivery

35. We will arrange for the delivery of the Goods to the person and address specified in the order, or your order or to another location we agree in writing.
36. Any dates quoted for delivery are approximate only and we shall not be liable for any delay in delivery however caused. Time of delivery shall not be of the essence of any Contract unless previously agreed in writing by us. Any deliveries may take place in advance of the quoted delivery date upon giving reasonable notice to you.
37. Subject to the specific terms of any special delivery service, delivery can take place at any time of the day and must be accepted at any time between 8 am to 8 pm.
38. If you do not take delivery of the Goods we may, at our discretion and without prejudice to any other rights:
 - a. store or arrange for the storage of the Goods and will charge you for all associated costs and expenses including, but not limited to, transportation, storage and insurance; and / or
 - b. make arrangements for the redelivery of the Goods and will charge you for the costs of such redelivery; and/or
 - c. terminate the contract, resell or otherwise dispose of part or all of the Goods and charge you for any shortfall below the price of the Goods.
39. If redelivery is not possible as set out above, you must collect the Goods from our nominated address and will be notified of this. We can charge you for all associated costs including, but not limited to, storage and insurance.

40. You shall bear any and all costs (including original and return carriage costs) associated with any unjustified refusal of delivery of Goods ordered pursuant to a Contract.
41. If there is a shortage of Goods available to us then we may allocate any available Goods between our buyers on such a basis as we deem appropriate. In case of the foregoing, then you agree to accept any Goods delivered to you and shall pay the appropriate pro-rated portion of the invoiced price for such Goods, or accept pro-rata reimbursement in the case of payment having been made.
42. We can deliver the Goods by instalments. Each instalment is a separate contract. Any delay in delivery or defect in an instalment will not entitle you to cancel any other instalment.
43. Claims for non-delivery of Products must be made in writing to us within 4 working days from the date of shipping. In the event we should agree to deliver directly to your customer any such delivery shall be deemed to be made to you and any refusal by your customer to accept such delivery shall be deemed to be a refusal by you.

Inspection and acceptance of Goods

44. You must inspect the Goods on delivery or collection.
45. If you identify any damages or shortages, you must inform us by telephone or telephone message on the day of delivery, and with written confirmation by email within 4 days of delivery, providing details. You shall concurrently notify the carrier in writing of any such error, loss or damage and shall in all cases, where possible, enter a note of the same upon the carrier's bill of lading or other delivery receipt. If by reason of your failure to give any such notice as provided above we are unable to make recovery from the carriers in respect of the error, loss or damage complained of, then you shall be liable to pay for the Goods as though no such error, loss or damage occurred. No liability for Goods shortages will be accepted by us unless such shortage is noted on the bill of lading or other delivery receipt.
46. Subject to the foregoing, any Goods delivered in error or lost, damaged or destroyed during transportation will be replaced or rectified by us, as originally ordered or, if rectification or replacement is not practicable, we will issue a credit to you equal to any payments received by you for such Goods. We shall not be liable for any loss, damage or expense whatsoever and howsoever arising from any error, loss, damage or defect except as set forth herein.
47. Any error, loss, damage or destruction of Goods discovered by you in delivery shall not entitle you to rescind the remainder of a Contract.
48. Acceptance of the Goods will be deemed to be upon inspection of them by you and in any event within 4 days after delivery.

Returns

49. Returns & replacements of Cisco Meraki Goods are subject to the Meraki Returns Policy which is at: <https://meraki.cisco.com/support/#policies:return> ,

50. *Prior to 30 Jan 2022:*

If you are dissatisfied with your Cisco Meraki purchase for any reason, you may return your order for a full refund.

All returns must meet the following criteria:

- a. You are the original purchaser of the product
- b. You submit your refund request to Cisco Meraki within 30 days of purchase
- c. The product is in new condition, including all accessories in the original packaging

Effective 30 Jan 2022:

All new Cisco and Meraki orders submitted for hardware, and any attached software, will be non-cancellable and cannot be modified starting 45 days prior to the current estimated ship date. Meraki license-only orders are not impacted by this policy. Non-cancellable orders are not eligible for RMA credit and are not eligible for an RMA exception.

51. Approval of any refund is at the discretion of Cisco Meraki only. We will refund you when and if we are authorised by Cisco Meraki.
52. Warranty returns are subject to the Cisco Meraki Warranty Return Policy at <https://meraki.cisco.com/support/#policies:return>
53. We will be under no liability or further obligation in relation to the Goods if:
 - i. if you fail to act according to the Cisco Meraki policies and processes as set above; and/or
 - ii. you make any further use of such Goods after giving notice under the clause above relating to damages and shortages; and/or
 - iii. the defect arises because you did not follow our or Cisco Meraki's oral or written instructions about the storage, commissioning, installation, use and maintenance of the Goods; and/or
 - iv. the defect arises from normal wear and tear of the Goods; and/or
 - v. the defect arises from misuse or alteration of the Goods, negligence, wilful damage or any other act by you, your employees or agents or any third parties.

Risk and title

54. The risk in the Goods will pass to you:
 - a. on completion of delivery; or
 - b. if you unjustifiably fail to take delivery of the Goods, at such time as delivery is tendered by us.
55. Title to the Goods will not pass to you until we have received payment in full (in cash or cleared funds) for: (a) the Goods and/or (b) any other goods or services that we have supplied to you in respect of which payment has become due.
56. Until title to the Goods has passed to you, you must (a) hold the Goods on a fiduciary basis as our bailee; and/or (b)

store the Goods separately and not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; and/or (c) keep the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.

57. Notwithstanding the foregoing, you may resell the Goods in the ordinary course of business, provided:

- a. that any such resale shall be subject to a retention of title clause, including a right of entry to repossess Goods covered by this Clause, and
- b. you do not offer the Goods as collateral or otherwise pledge or grant a charge in respect of the Goods (a "Third Party Security Interest") until title has passed to you in accordance with these Conditions. If you do permit, allow or otherwise create a Third Party Security Interest in the Goods before title has passed to you, then all monies owed to us shall immediately become due and payable. Upon our request, you shall provide us with all details and information necessary to collect the Goods in the event of non-payment.
- c. you must hold the proceeds of such sale in trust for us, provided the foregoing shall not constitute you as an agent of ours for the purposes of any such resale.

58. Until title to the Goods has passed to you, and as long as the Goods have not been resold, or irreversibly incorporated into another product, and without limiting any other right or remedy we may have, we can at any time ask you to deliver up the Goods and, if you fail to do so promptly, enter any of your premises or of any third party where the Goods are stored in order to recover them.

59. Until title to the Goods has passed to you, you are not permitted to sell any Goods in your inventory after the appointment of a receiver to your property or after you have been placed in liquidation or administration or, not being a company, have committed an act of bankruptcy. Further, your right to possess the Goods shall immediately cease when and if you make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for your business or assets, or avail yourself or become subject to any proceeding under any applicable bankruptcy laws, are unable to pay your debts within the meaning of Section 123 of the Insolvency Act 1986 or otherwise cease to trade.

Warranty and Support

60. The Goods are guaranteed and supported directly by Cisco Meraki subject to Cisco Meraki's Support policies at <https://meraki.cisco.com/support/#policies> . If you need Warranty or Support assistance, you will contact Cisco Meraki according to their policies and their process (found at <https://meraki.cisco.com/support/#process>).

Term and Termination

61. This Contract shall, unless otherwise terminated by us in accordance with clause 63, commence on the Effective Date and continue for the period set out on the Quotation (the "**Term**").

62. Once the Term commences, you are committed for the duration of the Term and it is no longer possible for you to terminate the Contract.

63. We can terminate the sale of Goods under the Contract where:

- a. you commit a material breach of your obligations under these Terms and Conditions;
- b. you are or become or, in our reasonable opinion, are about to become the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtors;
- c. you enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with your creditors; or
- d. you convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part thereof, any documents are filed with the court for the appointment of an administrator, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of your affairs or for the granting of an administration order, or any proceedings are commenced relating to your insolvency or possible insolvency.

Limitation of liability

- 64. Our liability under the Contract, and in breach of statutory duty, and in tort, misrepresentation or otherwise will be limited to this clause.
- 65. Subject to the clauses above on **Inspection and Acceptance** and **Risk and Title**, all warranties, conditions or other terms implied by statute or common law (save for those implied by Section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law.
- 66. If we do not deliver the Goods, our liability is limited, subject to the clause below, to the costs and expenses incurred by you in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.
- 67. Our total liability will not, in any circumstances, exceed the total amount of the Price payable by you.
- 68. We will not be liable (whether caused by our employees, agents or otherwise) in connection with the Goods, for:
 - a. any indirect, special or consequential loss, damage, costs, or expenses; and/or
 - b. any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; and/or
 - c. any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; and/or
 - d. any losses caused directly or indirectly by any failure or breach by you in relation to your obligations; and/or
 - e. any loss relating to the choice of the Goods and how they will meet your purpose or the use by you of the Goods supplied.
- 69. The exclusions of liability contained within this clause will not exclude or limit our liability for death or personal injury caused by our negligence; or for any matter for which it would be illegal for us to exclude or limit our

liability; and for fraud or fraudulent misrepresentation.

Communications

70. All notices under these Terms and Conditions must be either:

- a. in acknowledged email; or
- b. in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).

71. Notices will be deemed to have been duly given:

- a. when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
- b. when sent, if transmitted by email and a successful transmission report or return receipt is generated;
- c. on the fifth business day following mailing, if mailed by national ordinary mail; or
- d. on the tenth business day following mailing, if mailed by airmail.

72. All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

Data protection

73. When providing the Goods to you, we may gain access to and/or acquire the ability to transfer, store or process personal data of employees of you or your employees or customers.

74. The parties agree that where such processing of personal data takes place, you shall be 'data controller' and we shall be the 'data processor' as defined in the General Data Protection Regulation (**GDPR**) as may be amended, extended and/or re-enacted from time to time.

75. For the avoidance of doubt, 'Personal Data', 'Processing', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meaning as in the GDPR.

76. We shall only Process Personal Data to the extent reasonably required to:

- a. enable us to provide the Goods as mentioned in these terms and conditions or as requested by and agreed with you,
- b. allow us to contact you in respect of your past orders including to remind you of product end-of-life or expiry, alerts and recalls;
- c. allow us to contact you for our marketing purposes from which you may opt-out.

Other than the above, we shall not retain any Personal Data longer than necessary for the Processing and refrain from Processing any Personal Data for our own or for any third party's purposes.

77. We shall not disclose Personal Data to any third parties other than employees, directors, agents, subcontractors, suppliers or advisors on a strict "need-to-know" basis and only under the same (or more extensive) conditions as set out in these terms and conditions or to the extent required by applicable legislation and/or regulations.

78. We shall implement and maintain technical and organisational security measures as are required to protect Personal Data Processed by us on behalf of you. Further information about our approach to data protection are specified in our Data Protection Policy, which can be found on the Website. For any enquiries or complaints regarding data privacy, you can contact our Data Protection Officer at the following e-mail address:
merakistore@cloudcontrolled.uk.

Circumstances beyond the control of either party

79. Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

No Waiver

80. No waiver by us of any breach of these Terms and Conditions by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

Severance

81. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

Law and jurisdiction

82. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.