

# Terms & Conditions

## 1 GENERAL

All orders are accepted and goods supplied subject to our quotations and the following terms and conditions. These conditions may not be modified or varied unless Whistler Technology Ltd (or any of its subsidiaries) (hereinafter referred to as "the Company") agrees to this in writing and only then with an endorsed signature of a director of the Company. The Contracts of Sale will be on the conditions contained herein and the customer will be taken to have waived the special purchase conditions, if any, on their purchase order.

## 2 AVAILABILITY/STORAGE

The Company shall use its best endeavours to deliver by the date specified, but shall be under no liability whatsoever for delay or consequence thereof, however caused. When delivery is delayed for reasons attributed to the Purchaser or its Agents, storage and any other additional costs will be charged to the Purchaser. The goods will be at the Purchaser's risk from the date of commencement of such delay. The original delivery date shall be the date of commencement of the guarantee and Whistler Technology Ltd may invoice the price on the original delivery date.

## 3 CHANGE OF PRODUCT SPECIFICATIONS

The customer indemnifies the Company and any of its subsidiaries against discontinuing any product or making design changes which they believe are necessary.

## 4 PRICES

All prices quoted are strictly net unless otherwise quoted. Whilst every endeavour will be made to maintain the prices quoted, The Company maintains the right to change price without prior notice. This will include the right to change prices without prior notice in order to cover the following:

- Currency fluctuations, which increase the cost to the Company of materials or goods.
- Extra costs incurred as a result of cancellation, alteration, and postponement or rescheduling of orders.
- Delivery will be FOB UK and goods will be packed to the Company's normal specification in non-returnable packaging.
- Carriage will be arranged at the Purchaser's request and expense.
- Release documentation and Certificates of conformity for goods supplied from bonded stock will normally be provided free of charge.
- The Company reserves the right to deliver in more than one consignment and to invoice each consignment separately and each invoice shall constitute a contract in its own right.
- Purchasers outside of the UK are responsible at their own expense, for obtaining any import licence required in the country of destination.
- The Company is responsible for seeking any necessary licence to export the goods from the UK, unless the Purchaser's office issuing the order is located in the UK.

## 5 TECHNICAL ADVICE

No liability shall result from goods that have been used by the customer in any way at variance with the manufacturer's instructions. It is the responsibility of the customer to ensure that the manufacturer's specifications are adhered to. THIS INCLUDES without limitation moisture sensitive devices, which are purchased without a sealed original manufacturer dry pack and must be correctly dried prior to use. Please refer to the manufacturer's guidelines for the required bake, time and temperature. Failure to observe this precaution will invalidate any warranty offered by the Company. Any technical advice or service given by the Company, shall not amount to a warranty as to fitness for any purpose, other than in accordance with the manufacturer's specifications. It is the buyer's/customer's responsibility to ensure prior to purchasing any product from the Company that they have undertaken all necessary due diligence and satisfied themselves that the goods are fit for their intended purpose and/or meet their required specifications.

## 6 SCHEDULED DELIVERY/LONG DELIVERY DATES

If your order is for scheduled deliveries or is for "long" delivery dates (i.e. in excess of 6 weeks after order confirmation is provided by us), then this clause shall apply. You will be notified in our Order confirmation accordingly. Orders can only be accepted for scheduled/long delivery where the line value of each shipment is economically viable. Customers placing orders with the Company must accept delivery of the total order within one year of the date of the order (unless otherwise stated in the order confirmation). In the event of the customer wishing to suspend deliveries, the Company requires thirty days notice in writing to this effect. Such a suspension will be to a maximum period of 60 days, after such, deliveries will be resumed at the normal rate. Customers may not cancel a scheduled/long delivery or part thereof unless as set out below. In this respect the agreement to supply goods to you will be Non-cancellable and Non-Refundable "NCNR". However, the Company may at its sole and absolute discretion allow you to cancel any scheduled/long delivery but may invoice you up to 30% of the cost of the goods or services involved. Alternatively the Company may refuse to accept any cancellation, or request of deferment, or suspension of delivery, or deliveries made by the Customer, in respect of non-stock items purchased specifically to fulfil a customer's order under this clause.

You may cancel the Scheduled/Long delivery only in any one of the following circumstances provided always that the Company is notified in writing of the proposed cancellation within 30 days following delivery to you by the Company: -

- if date codes received are worse than those place on your purchase order ("PO")
- the part number(s) is different from the part number(s) on your PO,
- your PO state "new" parts and the parts delivered are used/refurbished,
- the quantity available is significantly less than the amount ordered by you,
- the parts are damaged (i.e. bent or broken leads) photographic evidence of the parts and labels is required by the Company in this regards,
- the parts ordered by you fail testing (acceptable independent tests results will be required) or the parts ordered by you failed in their application but should not have failed in that application (again, acceptable independent test reports are required).
- Parts may not be returned after 30 days have elapsed after delivery to you under any circumstances unless on of the above reasons applies and the Company has been notified in writing within that time that your intention to return the goods concerned.

In addition the following terms shall also apply to an NCNR purchase: -

- The Company shall not issue any refund or credit until a RMA has been approved and the goods have been returned,
- Any re-shipment of goods arising from your refusal to accept the same when delivery is attempted shall be subject to a re-shipping fee of 10% of the invoice value of the goods concerned
- The Company reserves its right to test or re-test any parts returned to it as faulty to check the validity of your own test report. If the parts pass those tests then no refund or credit shall be provided.
- The parts shipped to you are fully documented in order to ensure that any parts returned are the same parts that were delivered to you by the Company. If parts are returned that were not supplied by the Company a 20% handling fee of the order value in question shall be applied.
- Only full test reports delivered by 1<sup>st</sup> Class post in their original formats are acceptable to the Company
- You must send the Company photographs of any broken or bent leads so as to enable comparison with the company's own photographs before any refund/credit can be considered
- All "NET 1" orders are to be paid within 24 hours of delivery by the Company, if NET1 is not received within 24 hours of delivery any RMA issues will be void.

## 7 PAYMENT TERMS & RETENTION OF TITLE

Cheques and Bank Drafts should be made out as payable to Whistler Technology Ltd. Only where

expressly agreed, payments for sales shall be net 30 days following the date of the invoice, these terms will be subject to the receipt of satisfactory references. All other payments shall be by Telegraphic Transfer in advance, or Bank Draft or other mutually agreed terms. Time of payment is of the essence of this contract or any subsequent contracts entered into under these terms. If you fail to pay any invoice when it falls due and there are other later transactions between us under these terms then, at the Company's sole and absolute discretions, any agreed credit terms for any subsequent contract may be disregarded by the Company should any step be undertaken to recover any outstanding amount due to us (i.e. all credit terms will be revoked and the full balance will become due at that time). If the Customer fails to make any payment due to the Company under this agreement by the due date for payment (in accordance with our payment terms of 30 days from invoice), then the Customer shall pay interest and fees on the overdue amount in accordance with the Late Payments of Commercial Debts Regulations 2013. Such 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. The Customer shall pay the interest together with the penalty fee and the overdue amount. The Supplier reserves the right to refer any overdue amount to a third party agency or firm for collection and to add all and any costs associated with such referral to the overdue amount. This clause shall not apply to payments that the Customer disputes in good faith. Additional costs of collection of any outstanding balances may also be charged pursuant to the scale of of compensation charges allowed under the Late Payment of Commercial Debts Regulations 2013 for each qualifying transaction as an individual item.

The risk in the Goods shall pass to the Customer on completion of delivery. Title to the Goods shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for:

- the Goods; and
- any other goods or services that the Supplier has supplied to the Customer.

Until title to the Goods has passed to the Customer, the Customer shall:

- hold the Goods on a fiduciary basis as the Supplier's bailee;
- store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
- not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- notify the Supplier immediately if it becomes subject to any of the events listed in clause 7.2; and
- give the Supplier such information relating to the Goods as the Supplier may require from time to time,
- grant the Company right to enter into the Customer's premises to recover any goods not yet paid for or paid for only in part.

but the Customer may resell or use the Goods in the ordinary course of its business.

If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 7.2, or the Company reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Company may have, the Supplier may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

## 7.1 CUSTOMERS INSOLVENCY/INCAPACITY

If the Customer becomes subject to any of the events listed in clause 7.2, or the Company reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to the Company, the Company may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and the Company without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due.

## 7.2 For the purposes of clause 7.1, the relevant events are:

- the Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
- the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors [other than (where the Customer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer];
- (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- (being an individual) the Customer is the subject of a bankruptcy petition or order;
- a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within [14] days;
- (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;
- (being a company) a floating charge holder over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;
- a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;
- any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is a subject that has an effect equivalent or similar to any of the events mentioned in clause 7.2(a) to clause 7.2(h) (inclusive);
- the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business;
- the Customer's financial position deteriorates to such an extent that in the Company's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and
- (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

7.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

## 8 SHORTAGES

Shortages must be notified both to the Company and the delivery carrier where applicable, within 48 hours of receipt of the goods, or in cases of non-delivery, as soon as reasonably possible, but not later than 7 days after receipt of Account Statement showing the delivery. No responsibility for non-delivery or delivery shortages can be accepted by the Company after expiry of these times and the customer shall be liable for payment for the goods in default of compliance with this clause.

## 9 RETURNS/ORDER CANCELLATIONS

Once goods are ordered the order may not be cancelled without incurring cancellation fees if the Company has committed to purchasing the goods for the customers use. Ordered and delivered goods may only be returned to the Company with the consent of a director of the same. Goods

returned or Orders cancelled prior to delivery by the Company as "Not Wanted", "Incorrectly Ordered" or "Duplicated Orders" or any other reason resulting from "Confirmation of Order", not being endorsed to that effect, will be subject to a 20% charge of the total value of the goods returned or order cancelled. In any event, not less than an amount equal to our processing cost. Any goods that have been approved by the Company for return must be received within 14 days of the approval. Any goods approved for return MUST be returned in their original condition which, for the avoidance of doubt, includes the original packaging. Failure to comply with any of these conditions will invalidate the return, unless later authorised in writing by a director of the Company. Goods should not be retained for handing to our representative at the time of their next visit, whenever that might be. Non-stock items, special price deals and items purchased specifically to a Customer's requirements will not be subject to credit or exchange under any circumstances whatsoever (whether delivered by the Company to the Customer or not).

#### 10. GUARANTEES AND WARRANTIES

The Company guarantees that subject to the conditions in clause 11, we will replace goods sold or refund the purchase price for a period of 30 days from the date of dispatch, but only for any items with defects caused by faulty materials or workmanship.

The Company maintains product liability in an amount not less than £2,000,000 (Two Million Pounds Sterling) and can provide a copy of the policy and evidence of payment of the premium if required, by proceeding with any order or purchase you confirm that the level of liability cover is acceptable and agreed.

#### 11. REMEDIES AND DAMAGES

The Company shall not incur any liability under the above warranty, outlined in clause 10 unless it is promptly notified in writing, upon discovery by the customer that such goods do not conform to specification, and the appropriate invoice number and date of purchase is supplied. Once an RMA number has been issued the alleged defective goods are to be returned to the Company, carriage prepaid within 14 days. Examination by the Company or its appointed officer of the goods shall be undertaken to confirm whether the alleged defect exists and has not been caused by misuse, neglect, method of storage, faulty installation, handling, testing or repair, or by alteration or accident. The Company's liability shall be limited to replacing the goods or issuing credits, at its option, for any goods returned within 30 days of the date of dispatch. The Company shall not be liable for incidental or consequential damages for non-compliance with the requirements set out above including, but not limited to, the costs or removal and reinstallation of goods, loss of goodwill, loss of profits of use. If these requirements are not complied with, our guarantee shall not apply and we shall be discharged from all liability arising from the supply of defective goods.

#### 12. COUNTRY OF ORIGIN

Unless otherwise confirmed, nothing in our publications is to be taken as a representation of the source of origin, or manufacture, or production of the goods and part thereof.

#### 13. QUOTATIONS

Quotations are dated and are valid for 14 days from that date, unless otherwise stated.

#### 14. PATENTS AND COPYRIGHT

Products offered for sale by the company may be the subject of patents or other such protective devices.

#### 15. CONFIDENTIALITY

Both the Company and the Customer shall each keep confidentiality and shall not without the prior consent, in writing of the other, disclose to any third party, any technical or commercial information, which it has acquired from the other as a result of discussions, or negotiations and other communications between them relating to the goods and the order.

#### 16. DESCRIPTION OF GOODS

All specifications, drawings and particulars of weights, dimensions, capacity or other details provided by the Company are intended to give a general idea of the goods, but will not form part of the contract. If the description of any Goods, in any correspondence, leaflet, invoice or catalogue varies from that of the manufacturer's description, the manufacturer's description shall be deemed to be the correct description and shall take precedence over the description provided by the Company. The manufacturer's description is available (this may exclude obsolete parts) from the Company on request and it is the customer's responsibility to ensure that they have a copy of this prior to placing any order. Goods will be supplied to the manufacturer's specification and finish, as were in force at the time of manufacture and date of initial distribution or later distribution, may apply. The description of the Goods by the Company has been given by way of identification only and the use of such description shall not constitute a sale by description. The Company can only advise on RoHS compliance based on information given to us by our supplier, and is not liable or responsible whatsoever for any parts that do not conform to this legislation. The Company will use reasonable endeavours, to ensure the accuracy of technical data or literature relating to the goods in question, but the Company accepts no liability in contract, including negligence, or breach of statutory duty, or otherwise for any damage or injury arising directly or indirectly, from any error or omission in such technical data or literature.

#### 17. LIMITATION OF LIABILITY

Goods sold by the Company are not authorised to be used in life support equipment or for applications in which the failure or malfunction of the goods would create a situation in which personal injury or death could occur. Any such use or sale of goods by the Company is at the sole risk of Buyer/customer. In no event is the Company liable to the Buyer or any third party for any liability, claims, obligations, damages, costs, or expenses, including without limitation, any direct, indirect, special, incidental, or consequential damages (including lost profits, business losses, personal property damage, personal injury, and death) arising out of or relating to the sale of goods by Whistler Technology Ltd to the Buyer. The Buyer assumes full liability for: all personal injury and property damage connected with the handling, transportation, possession, processing, repackaging, further manufacture, or other use or resale of goods, whether the goods are used alone or in combination with any other material.

#### 18. FORCE MAJEURE

The Company shall have no liability in respect of failure, or delay in delivery, or in performance, of any obligations under the contract, due to any cause outside of the control of the Company.

#### 19. EXPORT CONTROL REGULATIONS

The Company shall in no circumstances be liable for any damage, or loss, or claim however occasioned by an act or omission on the part of the Purchaser, in contravention of any regulations issued by the United States Government concerning the export of goods, services or technology. Any goods supplied by the Company, whose re-export at the time of sale by the Purchaser is known and restricted by any aforementioned regulations. The goods shall not be exported to the Purchaser, without prior approval of the relevant authorities, concerned with the administration of such regulations. The Company will not accept or process any orders for goods and associated services, that are directly or indirectly destined for countries, where a NATO, UN or EU embargo is in force for such product categories.

#### 20. TERMINATION

If the Purchaser commits any breach of the Terms and Conditions of Sale, (as detailed herein), or suffers distress or execution or becomes insolvent or commits an act of bankruptcy, or enters into any arrangement or composition with his creditors, or goes or is put into liquidation (other than solely for amalgamation, or reconstruction while solvent) or if a receiver, or administrator is appointed over any part of the Purchaser's business, the Company may without prejudice to any other rights which may have accrued, or which may accrue, terminate any contract which may be in force, summarily without giving any notice thereof.

#### 21. EXPORT BUSINESS

These Terms and Conditions of Sale apply to all Export Transactions.

#### 22. LAW

All questions relating to any quotations or contracts of sale, subject to these conditions or agreed amendments to these conditions shall be determined in all respects by the Laws of England and the parties irrevocably submit to the jurisdiction of the English Courts.

#### 23. RECORD KEEPING

We keep records relating to orders, product origin along with test and inspection data for a minimum of 6 years unless a longer retention period is specified on your purchase order.

#### 24. LEAD TIME ORDERS FOR MANUFACTURED ITEMS

By accepting when an order is placed for a product/s that are specifically made to order and where the order requires a deposit payment to be made at the point of ordering with any remaining balance to be settled at a later date, both parties expressly agree that the order shall be conducted on an NCNR basis ( Non-cancellable and non-returnable) and in the event that the order is cancelled and/or the remaining balance is subsequently not settled, the initial agreed deposit will be forfeited to the supplier in full and final settlement of any liabilities relating to the order.

Both parties also agree and understand that any quoted lead-time is based upon manufacturers guidance and is therefore subject to change; all reasonable changes are therefore agreed in advance.

#### 25. END USER DECLARATION

Some manufacturers and suppliers will require an end user declaration to be completed prior to the delivery of certain products or orders which may originate from any number of commercial or legal requirements. In order to proceed, the customer agrees to provide full and accurate information regarding the end user, project name and reference along with details of every consignee and intermediate consignees involved prior to the end user receiving the product and we reserve the right to independently validate all information contained in the end user declaration.

Once the end user declaration has been received, the manufacturer / supplier may at its sole discretion place certain supply restrictions based upon the information provided. In those circumstances where the supplier is unwilling to ship through any consignee or intermediate consignee, then the customer specifically agrees and approves for a direct shipment to the end user to complete the transactional requirements once proof of delivery has been provided.

Apart from the circumstance described below, any deposit payment that a customer is required to pay by the manufacturer in order to commence product manufacturing will automatically be forfeited in the event of a customer failing to complete the transaction as agreed, in addition the company reserves the right to pursue the customer for any additional costs that it may have incurred.

In those circumstances where the supplier simply refuses to supply the product to the end user, the transaction will be cancelled and any deposit payment made will be refunded unless false declarations had previously been made with regards to the end user.

#### 26. VARIATION OF TERMS

You are able to offer alternate terms if these are to the benefit of and represent an enhancement to Whistler Technology Ltd standard terms without authorisation, all other terms require specific written authority to amend before an order is placed or received

#### 27. RIGHTS OF ACCESS

The Seller & its sub-tier suppliers shall allow representatives of Whistler Technology Ltd, the National Aviation Authorities (NAA), other regulatory agencies approved by Whistler Technology Ltd and Whistler Technology Ltd customers to conduct Audits and also verify the quality of work, records and materials at the Seller & its sub-tier suppliers' location(s)

#### 28. SPECIFIC REQUIREMENTS APPLICABLE TO OUR PURCHASE ORDERS

Supplier expressly agrees to the following:-

##### WARRANTIES

Minimum warranty period will be 180 days unless longer terms have been specifically agreed in writing.

##### SECURITY DECLARATION

By accepting our purchase order you expressly agree that all goods, which are produced, stored, forwarded or carried by order of Whistler Technology Ltd, which are delivered to Whistler Technology Ltd or which are taken for delivery from Whistler Technology Ltd are produced, stored, prepared and loaded in secure business premises and secure loading and shipping areas.

Are protected against unauthorized interference during production, storage, preparation, loading and Transport. Reliable staff members are employed for the production, storage, preparation, loading and transport of these goods.

Business partners who are acting on your behalf are informed that they also need to ensure the supply chain security as mentioned above.

##### REACH REQUIREMENTS

You agree to immediately notify Whistler if the items contain substances of Very High Concern (SVHCs) as defined in the REACH Directive EC 1907/2006 if greater than the 0.1%

##### IMPORT Control

Please provide Commodity/Harmonised code for all items which will be despatched from outside Great Britain.

##### ITAR Control

If no mention of Intentional Traffic in Arms Regulations (ITAR) or Export Administration Regulations (EAR) appears on the quote/order confirmation, Whistler Technology Ltd assumes the products ordered are not affected by ITAR/EAR regulations. It is the responsibility of the supplier to advise if the product being quoted/ordered is subject to ITAR/EAR regulations.

##### SURFACE MOUNT PARTS

Whistler Technology reserves the right to reject product where manufacturer date codes are not within 24 months of the receipt date, unless otherwise agreed in writing

##### C of C Requirements

Wherever possible please supply your Certificate of Conformity with the goods. Whistler Technology

Ltd reserves the right to reject any delivery, if you fail to provide your own CoFC and/or copies of the manufacturers C of C when this documentation has been specifically requested on our purchase order to you.

#### **COUNTERFEIT MATERIAL DETECTION**

Supplier shall establish and maintain a counterfeit and material prevention and control plan using AS6174 as a guideline

Supplier agrees to keep records relating to the order, product origin, test and inspection data for a minimum of 10 years unless a longer retention period is specified on our purchase order

Sensitive items will be handled, packed, marked and transported in accordance with ESD MIL-STD-1686 or equivalent and records maintained for inspection and review

#### **LIMITED SHELF LIFE ITEMS**

The vendor will supply COC, the expiry date, permissible shelf life, the lot or batch number, storage temperature and the above shall appear on the labels of the items, the material shall not exceed 25% of total shelf life by the date of shipment.

In the event that products delivered under a purchase order constitutes or includes counterfeit parts, seller shall, at its expense, promptly replace such parts with genuine parts conforming to the requirements of the purchase order. Notwithstanding any other provision in the purchase order or its attachments, seller shall be liable for all costs, fees and penalties relating to the removal and replacement of counterfeit parts, including and without limitation buyers costs of removing counterfeit parts and replacing with genuine parts. Seller hereby further agrees to indemnify and hold buyer harmless from any and all liability, loss or damage, including but not limited to, bodily injury, illness, death or property loss or damage resulting from or in any way connected with any counterfeit part delivered by seller. These remedies contained in this paragraph are in addition to any remedies buyer may have at law, equity or under other provisions of this purchase order.

Supplier also agrees that the counterfeit devices will not be returned to supplier, other than a small sample to validate that they are counterfeit and the seller further agrees that to prevent the devices from re-entering the supply chain, the counterfeits will be destroyed and that this destruction does not prevent the seller from refunding or replacing the items with genuine devices.

Supplier agrees to immediately notify purchaser of any changes to specification of the device purchase and details relating to the potential end of life of the device and any recommended replacements that are available.

Supplier agrees to immediately notify buyer of any non-conformance identified in relation to the product supplied where such non-conformance has the potential to impact the performance of the purchased product. Notification shall be in writing and shall be made before any corrective action has been considered or implemented.

Supplier agrees to notify Whistler of changes in product and/or process, change of suppliers, changes of manufacturing facility location and, where required, obtain approval from Whistler.

## Website privacy notice

### 1. INTRODUCTION

This privacy notice provides you with details of how we collect and process your personal data through your use of our site [www.whistler.technology](http://www.whistler.technology).

By providing us with your data, you warrant to us that you are over 13 years of age.

**Whistler Technology Ltd** is the data controller and we are responsible for your personal data (referred to as “we”, “us” or “our” in this privacy notice).

#### Contact Details

Our full details are:

Full name of legal entity: **Whistler Technology Ltd.**

Email address: [jon@whistler.technology](mailto:jon@whistler.technology)

Postal address: **Matlock Mill, Hamilton Way, Mansfield, Nottinghamshire, NG18 5BU**

Telephone number: **01623 425 880**

It is very important that the information we hold about you is accurate and up to date. Please let us know if at any time your personal information changes by emailing us at [jon@whistler.technology](mailto:jon@whistler.technology)

### 2. WHAT DATA DO WE COLLECT ABOUT YOU, FOR WHAT PURPOSE AND ON WHAT GROUND WE PROCESS IT

Personal data means any information capable of identifying an individual. It does not include anonymised data.

We may process the following categories of personal data about you:

- **Communication Data** that includes any communication that you send to us whether that be through the contact form on our website, through email, text, social media messaging, social media posting or any other communication that you send us. We process this data for the purposes of communicating with you, for record keeping and for the establishment, pursuance or defence of legal claims. Our lawful ground for this processing is our legitimate interests which in this case are to reply to communications sent to us, to keep records and to establish, pursue or defend legal claims.
- **Customer Data** that includes data relating to any purchases of goods and/or services such as your name, title, billing address, delivery address email address, phone number, contact details, purchase details and your card details. We process this data to supply the goods and/or services you have purchased and to keep records of such transactions. Our lawful ground for this processing is the performance of a contract between you and us and/or taking steps at your request to enter into such a contract.
- **User Data** that includes data about how you use our website and any online services together with any data that you post for publication on our website or through other online services. We process this data to operate our website and ensure relevant content is provided to you, to ensure the security of our website, to maintain back-ups of our website and/or databases and to enable publication and administration of our website, other online services and business. Our lawful ground for this processing is our legitimate interests which in this case are to enable us to properly administer our website and our business.
- **Technical Data** that includes data about your use of our website and online services such as your IP address, your login data, details about your browser, length of visit to pages on our website, page views and navigation paths, details about the number of times you use our website, time zone settings and other technology on the devices you use to access our website. The source of this data is from our

analytics tracking system. We process this data to analyse your use of our website and other online services, to administer and protect our business and website, to deliver relevant website content and advertisements to you and to understand the effectiveness of our advertising. Our lawful ground for this processing is our legitimate interests which in this case are to enable us to properly administer our website and our business and to grow our business and to decide our marketing strategy.

- **Marketing Data** that includes data about your preferences in receiving marketing from us and our third parties and your communication preferences. We process this data to enable you to partake in our promotions such as competitions, prize draws and free give-aways, to deliver relevant website content and advertisements to you and measure or understand the effectiveness of this advertising. Our lawful ground for this processing is our legitimate interests which in this case are to study how customers use our products/services, to develop them, to grow our business and to decide our marketing strategy.
- We may use Customer Data, User Data, Technical Data and Marketing Data to deliver relevant website content and advertisements to you (including Facebook adverts or other display advertisements) and to measure or understand the effectiveness of the advertising we serve you. Our lawful ground for this processing is legitimate interests which is to grow our business. We may also use such data to send other marketing communications to you. Our lawful ground for this processing is either consent or legitimate interests (namely to grow our business).

### **Sensitive Data**

We do not collect any Sensitive Data about you. Sensitive data refers to data that includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data. We do not collect any information about criminal convictions and offences.

Where we are required to collect personal data by law, or under the terms of the contract between us and you do not provide us with that data when requested, we may not be able to perform the contract (for example, to deliver goods or services to you). If you don't provide us with the requested data, we may have to cancel a product or service you have ordered but if we do, we will notify you at the time.

We will only use your personal data for a purpose it was collected for or a reasonably compatible purpose if necessary. For more information on this please email us at [jon@whistler.technology](mailto:jon@whistler.technology). In case we need to use your details for an unrelated new purpose we will let you know and explain the legal grounds for processing.

We may process your personal data without your knowledge or consent where this is required or permitted by law.

We do not carry out automated decision making or any type of automated profiling.

### **3. HOW WE COLLECT YOUR PERSONAL DATA**

We may collect data about you by you providing the data directly to us (for example by filling in forms on our site or by sending us emails). We may automatically collect certain data from you as you use our website by using cookies and similar technologies.

We may receive data from third parties such as analytics providers such as Google based outside the EU, advertising networks such as Facebook based outside the EU, such as search information providers such as Google based outside the EU, providers of marketing data, technical, payment and delivery services, such as data brokers or aggregators.

We may also receive data from publicly available sources such as Companies House and the Electoral Register based inside the EU.

### **4. MARKETING COMMUNICATIONS**

Our lawful ground of processing your personal data to send you marketing communications is either your consent or our legitimate interests (namely to grow our business).

Under the Privacy and Electronic Communications Regulations, we may send you marketing communications from us if (i) you made a purchase or asked for information from us about our goods or services or (ii) you agreed to receive marketing communications and in each case you have not opted out of receiving such communications since. Under these regulations, if you are a limited company, we may send you marketing emails without your consent. However you can still opt out of receiving marketing emails from us at any time.

Before we share your personal data with any third party for their own marketing purposes we will get your express consent.

You can ask us or third parties to stop sending you marketing messages at any time by following the opt-out links on any marketing message sent to you or OR by emailing us at [jon@whistler.technology](mailto:jon@whistler.technology) at any time.

If you opt out of receiving marketing communications this opt-out does not apply to personal data provided as a result of other transactions, such as purchases, warranty registrations etc.

## 5. DISCLOSURES OF YOUR PERSONAL DATA

We may have to share your personal data with the parties set out below:

- Service providers who provide IT and system administration services.
- Professional advisers including lawyers, bankers, auditors, accountants and insurers
- Government bodies that require us to report processing activities.

We require all third parties to whom we transfer your data to respect the security of your personal data and to treat it in accordance with the law. We only allow such third parties to process your personal data for specified purposes and in accordance with our instructions.

## 6. INTERNATIONAL TRANSFERS

Countries outside of the European Economic Area (EEA) do not always offer the same levels of protection to your personal data, so European law has prohibited transfers of personal data outside of the EEA unless the transfer meets certain criteria.

Many of our third parties service providers are based outside the European Economic Area (EEA) so their processing of your personal data will involve a transfer of data outside the EEA.

Whenever we transfer your personal data out of the EEA, we do our best to ensure a similar degree of security of data by ensuring at least one of the following safeguards is in place:

- We will only transfer your personal data to countries that the European Commission have approved as providing an adequate level of protection for personal data by; or
- Where we use certain service providers, we may use specific contracts or codes of conduct or certification mechanisms approved by the European Commission which give personal data the same protection it has in Europe; or
- If we use US-based providers that are part of EU-US Privacy Shield, we may transfer data to them, as they have equivalent safeguards in place.

If none of the above safeguards is available, we may request your explicit consent to the specific transfer. You will have the right to withdraw this consent at any time.

## 7. DATA SECURITY

We have put in place security measures to prevent your personal data from being accidentally lost, used, altered, disclosed, or accessed without authorisation. We also allow access to your personal data only to those employees and partners who have a business need to know such data. They will only process your personal data on our instructions and they must keep it confidential.

We have procedures in place to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach if we are legally required to.

## 8. DATA RETENTION

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

When deciding what the correct time is to keep the data for we look at its amount, nature and sensitivity, potential risk of harm from unauthorised use or disclosure, the processing purposes, if these can be achieved by other means and legal requirements.

For tax purposes the law requires us to keep basic information about our customers (including Contact, Identity, Financial and Transaction Data) for six years after they stop being customers.

In some circumstances we may anonymise your personal data for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

## 9. YOUR LEGAL RIGHTS

Under data protection laws you have rights in relation to your personal data that include the right to request access, correction, erasure, restriction, transfer, to object to processing, to portability of data and (where the lawful ground of processing is consent) to withdraw consent.

You can see more about these rights at:

<https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/>

If you wish to exercise any of the rights set out above, please email us at [jon@whistler.technology](mailto:jon@whistler.technology)

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive or refuse to comply with your request in these circumstances.

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you.

If you are not happy with any aspect of how we collect and use your data, you have the right to complain to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues ([www.ico.org.uk](http://www.ico.org.uk)). We should be grateful if you would contact us first if you do have a complaint so that we can try to resolve it for you.

## 10. THIRD-PARTY LINKS

This website may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements. When you leave our website, we encourage you to read the privacy notice of every website you visit.

## 11. COOKIES

You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of this website may become inaccessible

or not function properly.



## COOKIE POLICY

### What's a cookie?

- A "cookie" is a piece of information that is stored on your computer's hard drive and which records how you move your way around a website so that, when you revisit that website, it can present tailored options based on the information stored about your last visit. Cookies can also be used to analyse traffic and for advertising and marketing purposes.

- Cookies are used by nearly all websites and do not harm your system.

If you want to check or change what types of cookies you accept, this can usually be altered within your browser settings. You can block cookies at any time by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our site.

### How do we use cookies?

- We use cookies to track your use of our website. This enables us to understand how you use the site and track any patterns with regards how you are using our website. This helps us to develop and improve our website as well as products and / or services in response to what you might need or want.

- Cookies are either:

- Session cookies: these are only stored on your computer during your web session and are automatically deleted when you close your browser - they usually store an anonymous session ID allowing you to browse a website without having to log in to each page but they do not collect any personal data from your computer; or

- Persistent cookies: a persistent cookie is stored as a file on your computer and it remains there when you close your web browser. The cookie can be read by the website that created it when you visit that website again. [We use persistent cookies for Google Analytics.]

- Cookies can also be categorised as follows:

- Strictly necessary cookies: These cookies are essential to enable you to use the website effectively, such as when buying a product and / or service, and therefore cannot be turned off. Without these cookies, the services available to you on our website cannot be provided. These cookies do not gather information about you that could be used for marketing or remembering where you have been on the internet.

- Performance cookies: These cookies enable us to monitor and improve the performance of our website. For example, they allow us to count visits, identify traffic sources and see which parts of the site are most popular.

- Functionality cookies: These cookies allow our website to remember choices you make and provide enhanced features. For instance, we may be able to provide you with news or updates relevant to the services you use. They may also be used to provide services you have requested such as viewing a video or commenting on a blog. The information these cookies collect is usually anonymised.

Please note that any third parties who may advertise on our website (including, for example, advertising networks and providers of external services like web traffic analysis services) may also use cookies, over which we have no control. These cookies are likely to be analytical/performance cookies or targeting cookies.