



adapt.
GLOBAL

COMPANY INFORMATION PACK

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IN AN INDUSTRY THAT EXPECTS GREAT SERVICE, HIGH QUALITY AND RELIABILITY, ADAPT GLOBAL NOT ONLY STRIVE TO MEET THIS EXPECTATION, WE CONTINUOUSLY CHALLENGE OURSELVES TO DO BETTER.

ADAPT Global Ltd. is an international, independent value-added solutions provider within the technology sector, incorporated more than a decade ago by a management team of industry professionals.

As well as the management of ODM device manufacture, we offer end-to-end supply chain management solutions, not limited to fulfilment, recovery management and recycling solutions to clients on a global scale. With a commitment to remain independent, we aim to work closely with our clients, becoming an invaluable provider of choice when dealing with their demands.

Management experience within the company exceeds five decades bringing expertise in sourcing, technical validation, data analytics and exceptional customer relationships.

OUR VISION

Enhance our customers business that enables ADAPT to be the provider of choice.

OUR MISSION

To deliver unmatched quality and service excellence to our partners.



QUICK FACTS

7

Global offices

5M+

Devices engineered per annum

700K+

Orders shipped from logistics centres comprising mobile phones, sim cards and dongles

250+

Trusted partners

B2B & B2C

Capabilities through in-house developed IT proprietary applications

**REGISTERED
& DELIVERY** ADAPT GLOBAL (UK)
59 HIGH STREET
GREAT MISSENDEN
BUCKINGHAMSHIRE
HP16 0AL
UNITED KINGDOM

COMPANY NUMBER: 07686596

EORI NUMBER: GB233647311000

VAT NUMBER: GB233647311

EMAIL: ACCOUNTSUK@ADAPT.MOBI

BANKING DETAILS GBP BANK DETAILS

Account Number: 80660027

Sort Code: 20-71-03

IBAN: GB47 BARC 2071 0380 6600 27

SWIFT: BARCGB22

EURO BANK DETAILS

62079577

20-71-03

GB31 BARC 2071 0362 0795 77

BARCGB22

ADDRESS: BARCLAYS BANK
READING
LEICESTERSHIRE
LE87 2BB
ENGLAND





CUSTOMER / SUPPLIER APPLICATION FORM

You are also required to provide a copy VAT Certificate, Incorporate Certificate and Company Letterhead with your application.

BUSINESS DETAILS

| | |
|---------------------|--|
| Trading Name: | |
| Registered Address: | |
| Delivery Address: | |
| VAT Number: | |
| Website: | |
| Telephone Number: | |

CONTACT DETAILS

| | | | |
|-------------------|--|-------------------|--|
| Primary Contact: | | Finance Contact: | |
| Position: | | Position: | |
| Telephone Number: | | Telephone Number: | |
| Mobile Number: | | Mobile Number: | |
| Email: | | Email: | |

TYPE OF BUSINESS (Please Tick)

| | | | | | |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Service & Repair | Distribution | Retail | B2B | Wholesale | Online |

| | | |
|--------------------|--------------------|---------------|
| _____ Signature | _____ Full Name | _____ Date |
|--------------------|--------------------|---------------|

For and on behalf of Supplier / Customer: _____

We understand that the information set out above will be used by ADAPT Global for supplier evaluation purposes and we confirm that all the details provided are accurate. We understand that all the information supplied will be treated as confidential.

TERMS AND CONDITIONS OF TRADE

1. Contract Terms

- 1.1 Unless other terms and conditions are expressly accepted by ADAPT Global Ltd by means of a specific written amendment signed by a director of ADAPT Global Ltd the contract (and, unless otherwise agreed, all other contracts with ADAPT Global Ltd or any associated company of ADAPT Global Ltd will be on the terms and conditions set out below and overleaf (“the Contract Terms”) to the exclusion of any other terms and conditions (except those implied in favour of a seller which are not inconsistent with the Contract Terms) whether or not the same are endorsed upon, delivered with or referred to in any purchase order or other document delivered or sent by the Customer to ADAPT Global Ltd. Any reference overleaf to the Customer’s order, specification or like document will not be deemed to imply that any terms or conditions endorsed upon, delivered with or referred to in such order, specification or like document will have effect to the exclusion or amendment of the Contract Terms.
- 1.2 In these Contract Terms: “associated company” means any company which is either the parent undertaking or a subsidiary undertaking of the party in question or a subsidiary undertaking of such party’s parent undertaking or any other person controlled by or under the same control direct or indirect as the party in question. “Parent undertaking” and “subsidiary undertaking” shall have the meanings attributed thereto in section 1159 of the Companies Act 2006. “Business day” means a day on which banks in London are open for a full range of banking transactions. “Dead on arrival” means (in the case of equipment) equipment which on delivery is completely incapable of operation because of a defect in that equipment. “Customer” means the person or company’s details as shown in clause 15.
- 1.3 Amendments to these Contract Terms may be made by ADAPT Global Ltd from time to time by notification to the Customer and any such amendment shall become operative 7 days after the date of notification by ADAPT Global Ltd.

2. Delivery

- 2.1 ADAPT Global Ltd will endeavour to deliver the goods to be supplied under the contract (“the Goods” which expression includes any of them or any part of them) within the time agreed, and if no time is agreed, within a reasonable time, but in no circumstances will ADAPT Global Ltd be liable for loss or damage of any kind whatsoever caused directly or indirectly by any delay in the delivery of the Goods nor unless such delay exceeds 14 days (or any such longer period as may have been indicated by ADAPT Global Ltd in relation to the Goods prior to or following receipt of the Customer’s order) will any delay entitle the Customer to terminate or rescind the contract.
- 2.2 ADAPT Global Ltd may make delivery of the Goods by instalments.
- 2.3 ADAPT Global Ltd will arrange carriage of the Goods to the address specified in the Customer’s order unless the Customer indicates on its order that the Customer (or its representative, which shall include any courier engaged by the Customer) will collect the Goods. Where ADAPT Global Ltd arranges carriage a delivery charge in accordance with ADAPT Global Ltd’s tariff (as published from time to time and a copy of which will be available at ADAPT Global Ltd’s principal place of business), or as otherwise agreed, will be added to and form part of the price of the Goods.
- 2.4 The Goods shall be deemed to be delivered to the Customer upon
- 2.4.1 hand-over of the Goods to the Customer (or its representative) at ADAPT Global Ltd’s premises, where ADAPT Global Ltd does not arrange carriage; or
- 2.4.2 delivery to the address specified in the Customer’s order (or any other address which ADAPT Global Ltd may subsequently agree), where ADAPT Global Ltd does arrange carriage.
- 2.5 Short shipment of the Goods (i.e. a shortfall in the Goods delivered) and/or (where ADAPT Global Ltd is arranging carriage) any damage in transit to the Goods must be notified on the carrier’s own proof of delivery report and notified in writing to ADAPT Global Ltd by 5.00pm on the next business day following collection by the Customer at ADAPT Global Ltd’s premises or delivery at the Customer’s address referred to in clause 2.3 (as the case may be). In the absence of such notice the Customer will be deemed to have accepted the Goods and will not be entitled to claim for short shipment or damage in transit.
- 2.6 A claim for non-delivery will not be considered unless ADAPT Global Ltd is advised in writing within 2 business days of the date which ADAPT Global Ltd advised the Customer was the date on which the Goods were due to arrive.
- 2.7 In the event of failure by the Customer to give the appropriate notice or notices or to return the Goods as specified in this Clause 2, the Customer’s claim will be deemed to have been waived and will be absolutely barred.

2.8 Without prejudice to Clauses 2.5 and 2.7, ADAPT Global Ltd 's total liability to the Customer in respect of short-shipment and/or Goods damaged in transit shall be as follows:

2.8.1 It is the Customer's responsibility to check all packages for evidence of tampering and/or damage before signing to accept delivery of the Goods. If the Customer signs to accept delivery of the Goods (whether in the form of the carrier's standard delivery note or otherwise), the Customer's claim in respect of any short shipment or damage to the Goods in transit will be deemed to have been waived and will be absolutely barred.

2.8.2 Where the Customer reasonably refuses to sign for delivery of any Goods because of evidence of tampering and/or damage to the Goods in transit then subject to the Customer's compliance with the notice requirements of Clause 2.5, ADAPT Global Ltd will (at its sole discretion):

2.8.2.1 within a reasonable time repair or replace those Goods so lost and/or damaged, or substitute (in accordance with Clause 9.2) substantially equivalent goods; or

2.8.2.2 credit the Customer's trading account in respect of any such Goods but in no circumstances will ADAPT Global Ltd be liable for any other loss or damage of any kind whatsoever caused directly or indirectly by any such short-shipment and/or damage in transit and any liability under this clause 2.8 shall be limited to the price paid for the Goods.

2.9 Goods which are "dead on arrival" must be returned to ADAPT Global Ltd within 7 days of delivery in which case ADAPT Global Ltd will (at its sole discretion):

2.9.1 within a reasonable time repair or replace those Goods, or substitute (in accordance with Clause 9.2) substantially equivalent goods; or

2.9.2 credit the Customer's trading account in respect of those Goods. In the absence of such return the Customer will be deemed to have accepted the Goods.

2.10 Any Goods which the Customer is entitled to return to ADAPT Global Ltd under these Contract Terms must be sent (together with all their accessories and their packaging) to arrive at ADAPT Global Ltd premises unmarked (which includes, without limitation, without any damage to packaging). The Customer shall bear the cost of any carriage for returned Goods and the Goods shall be returned at the Customer's risk. All returned Goods must be accompanied by the requisite documentation (an "Equipment Return Form") and the return must be authorised in advance by ADAPT Global Ltd (save that the Customer shall not be obliged to return any packaging with any Goods returned under warranty in accordance with Clause 3).

2.11 Any Goods sold "Electronic Serial Number (ESN)-free" that are delivered "ESN-locked" will either (at ADAPT Global Ltd 's sole discretion) be released by ADAPT Global Ltd or those Goods which are locked will be replaced free of charge provided that details of the relevant ESN-locked Goods are supplied in writing to ADAPT Global Ltd by 5.00pm on the next business day following collection of the same by the Customer from ADAPT Global Ltd 's premises or delivery at the Customer's address in accordance with Clause 2.3 (as the case may be). This Clause is applicable to Goods comprising cellular telecommunications terminal equipment only.

3. Guarantee, Limitation and Exclusion of Liability

3.1 The Customer acknowledges that ADAPT Global Ltd is not the manufacturer of the Goods, and accordingly, that the warranty given by ADAPT Global Ltd is limited as follows. If any Goods are proved to the reasonable satisfaction of ADAPT Global Ltd to be defective in material or workmanship, then:

3.1.1 if the Goods are returned to ADAPT Global Ltd within 3 months of the date of their delivery, ADAPT Global Ltd will at its option (a) repair the Goods; (b) replace the Goods; (c) substitute substantially equivalent goods (in accordance with Clause 9.2); or (d) credit the Customer's trading account in respect of any such Goods. For the avoidance of doubt, where ADAPT Global Ltd replaces Goods or provides substitute goods, the original Goods returned by the Customer will belong to ADAPT Global Ltd

3.1.2 if the Goods are not returned in accordance with Clause 3.1.1 (and/or in respect of any repaired, replacement or substituted Goods supplied by ADAPT Global Ltd in accordance with Clause 3.1.1), ADAPT Global Ltd will use reasonable endeavours to transfer to the Customer the benefit of any warranty or guarantee given to ADAPT Global Ltd in respect of the Goods and where such warranty or guarantee applies this may result in ADAPT Global Ltd (a) attempting to repair the Goods and/or (b) returning them to the manufacturer for repair (in which case, ADAPT Global Ltd reserves the right to charge a handling fee in accordance with its rates from time to time, a copy of which will be available on request from ADAPT Global Ltd 's principal place of business) provided always that these obligations on the part of ADAPT Global Ltd will not apply where:

- (a) the Goods have been altered in any way whatsoever or have been subjected to misuse or unauthorised repair; or
- (b) the Goods have been improperly installed or connected (unless ADAPT Global Ltd carried out such installation and connection); or
- (c) the Customer has failed to observe any maintenance requirements relating to the Goods; or
- (d) the Customer is in breach of this or any other contract made with ADAPT Global Ltd; or
- (e) the Customer fails to comply with Clause 2.10; or
- (f) the Goods are expressly sold on a "no warranty" basis or in respect of any promotional items supplied from time to time with or in connection with the Goods.

In no circumstances shall the Customer be entitled to be provided with any loan equipment.

3.2 ADAPT Global Ltd 's liability for loss or damage of any kind whatsoever (however such liability arises and whether in contract, tort, for breach of statutory duty or otherwise) under or in connection with:

- (a) this contract and/or
- (b) any matter collateral to this contract and/or
- (c) in respect of any representation or misrepresentation (other than a fraudulent misrepresentation) made by or on behalf of ADAPT Global Ltd shall in no circumstances exceed the sum paid by the Customer to ADAPT Global Ltd in respect of those Goods in respect or in connection with which such liability arises (which in the case of Goods supplied as part of a consignment shall mean only those Goods directly in respect or in connection with which such liability arises and not the balance of the consignment) provided that nothing in this clause shall limit or exclude liability for death or personal injury arising from ADAPT Global Ltd 's negligence.
- (d) ADAPT Global Ltd endeavours to purchase Goods from reputable suppliers and takes all reasonable steps to ensure the Goods purchased are original goods and do not infringe or breach any third-party intellectual property rights. However, the Customer agrees that in the event Goods purchased by ADAPT Global Ltd and then supplied to the Customer in accordance with these terms are found to infringe the intellectual property rights of a third party, ADAPT Global Ltd 's liability to the Customer shall be limited to the price paid for the Goods.

3.3 Save as provided in clauses 2.8, 2.9, 3.1 And 3.2 ADAPT Global Ltd will be under no liability under the contract for any personal injury, death, loss or damage of any kind whatsoever (other than death or personal injury resulting from adapt global ltd 's negligence) whether consequential or otherwise including but not limited to loss of profits and adapt global ltd hereby excludes all conditions, warranties and stipulations express or implied, statutory, customary or otherwise which but for such exclusion would or might subsist in favour of the customer except that such exclusion will not apply to:

3.3.1 any implied condition that ADAPT Global Ltd has or will have the right to sell the goods when the property is to pass;

OR

3.3.2 when the customer deals as a consumer (as defined in section 12 of the unfair contract terms act 1977), any implied term relating to the conformity of the goods with their description or sample or as to their quality or fitness for a particular purpose

3.4 Save as provided in clauses 2.8, 2.9, 3.1 And 3.2, In no circumstances will ADAPT Global Ltd or its employees, agents Or subcontractors be liable for any loss or damage of any kind whatsoever (other than death or personal injury resulting from adapt global ltd 's negligence) whether consequential or otherwise caused directly or indirectly by any negligence or other tortious act or breach of statutory duty on the part of ADAPT Global Ltd or on the Part of any of its employees, agents or sub-contractors in connection with or arising out of the supply of the goods or in connection with any statement (other than a fraudulent misrepresentation) given or made (or advice not given or made) by or on behalf of ADAPT Global Ltd.

4. Risk

Subject to Clause 2.8 but notwithstanding any other Contract Term, risk in the Goods shall pass to the Customer when the Goods are delivered to or collected by the Customer in accordance with Clause 2 (Delivery).

5. Property in the Goods

5.1 The property (both legal and equitable) in the Goods shall not pass to the Customer until:

5.1.1 the purchase price of the Goods has been paid in full in cleared funds; and

5.1.2 payment is made in full to ADAPT Global Ltd of any sum which is at the date of the contract or may thereafter become due or owing from the Customer to ADAPT Global Ltd.

5.2 Until property in the Goods has passed to the Customer or until delivery of the Goods to a third party pursuant to the permission given below, the Customer will hold the Goods in a fiduciary capacity and will not obliterate any identifying mark on the Goods or their packaging.

5.3 Prior to the property in the Goods passing to the Customer ADAPT Global Ltd permits the Customer to deliver the Goods to a third party pursuant to a bona fide and arm's-length agreement to resell the Goods but such liberty will (a) cease upon the termination of the contract and (b) be without prejudice to Clause 5.1.

5.4 Where ADAPT Global Ltd is unable to determine whether any goods are the Goods the Customer shall be deemed to have sold all Goods of the kind sold by ADAPT Global Ltd to the Customer in the order in which they were invoiced to the Customer.

5.5 ADAPT Global Ltd may at any time after payment for the Goods has become due take possession of the Goods (which for the avoidance of doubt will include the right to stop the Goods in transit) and remove them and the Customer shall be deemed to have granted irrevocable authority to ADAPT Global Ltd to enter upon the Customer's premises or other premises where the Goods may be by its employees or agents to take possession of the Goods and (if necessary) to dismantle the Goods from anything to which they are attached.

- 5.5.1 If prior to the expiry of 7 days from the date when ADAPT Global Ltd has taken possession of the Goods the Customer pays all sums then due or owing to ADAPT Global Ltd together with the costs of re-taking possession of the Goods, ADAPT Global Ltd will re-deliver the Goods to the Customer at the Customer's expense. If within the 7-day period the Customer fails to pay all sums then due or owing to ADAPT Global Ltd, ADAPT Global Ltd may re-sell the Goods. If the sums received by ADAPT Global Ltd following any resale of the Goods pursuant to clause 5.5.1 do not exceed all sums due or owing from the Customer to ADAPT Global Ltd, including but not limited to the costs of taking possession of and re-selling the Goods, the Customer will pay to ADAPT Global Ltd any shortfall.
- 5.6 ADAPT Global Ltd will have the right to maintain an action against the Customer for the price of the Goods notwithstanding that property in the Goods has not passed.
- 5.7 Nothing in these Contract Terms will the Customer be the agent of ADAPT Global Ltd, and the Customer agrees not to hold itself out as agent, in respect of any re-sale of the Goods by the Customer so as to confer upon a third party rights against ADAPT Global Ltd .

6. Price and Payment

- 6.1 Unless expressly stated otherwise all prices are exclusive of Value Added Tax ("VAT") which shall be charged at the rate and in the manner prescribed by law from time to time.
- 6.2 Subject (unless ADAPT Global Ltd agrees otherwise) to the receipt by ADAPT Global Ltd of bank details and two trade references acceptable to ADAPT Global Ltd (in its absolute discretion), a cheque purchase limit ("CP Limit") will be allocated to the Customer, and provided that the indebtedness of the Customer to ADAPT Global Ltd (including, without limitation any payment in uncleared funds made by the Customer to ADAPT Global Ltd hereunder) remains within the CP Limit, payment by cheque will be permitted.
- 6.2.1 Where no CP Limit has been agreed by ADAPT Global Ltd or if the CP Limit has been removed, or if the price of the Goods (together with any other indebtedness of the Buyer to ADAPT Global Ltd) exceeds the CP Limit, then the Goods will not be released to the Customer, whether by ADAPT Global Ltd or by the carrier referred to in Clause 2.3 (as the case may be), until ADAPT Global Ltd is paid cleared funds by any method acceptable to ADAPT Global Ltd the amount payable on the delivery of the Goods as advised by ADAPT Global Ltd .
- 6.2.2 Where a CP Limit has been agreed ADAPT Global Ltd may in its absolute discretion set alter and/or remove the CP Limit.
- 6.2.3 Where a credit account has been agreed in writing by ADAPT Global Ltd:
- 6.2.3.1 a credit limit will be allocated to the Customer, and ADAPT Global Ltd may in its absolute discretion set alter and/or remove the credit limit;
- 6.2.3.2 unless ADAPT Global Ltd (in its absolute discretion) agrees from time to time to accept payment by any other method no Goods will be released to the Customer until the Customer has executed and the Customer's bank has accepted, a direct debit mandate to ADAPT Global Ltd 's satisfaction, authorising ADAPT Global Ltd to collect from the Customer's specified account(s) any outstanding sums whatsoever due from the Customer to ADAPT Global Ltd on the payment date(s) specified by ADAPT Global Ltd and advised to the Customer from time to time; and
- 6.2.3.3 if the price of the Goods (together with any other indebtedness of the Customer to ADAPT Global Ltd) does not exceed the Customer's credit limit at that time, the price of the Goods will become payable upon delivery and payment will be made by direct debit on the payment date(s) specified by ADAPT Global Ltd and advised to the Customer from time to time.
- 6.3 Any failure to make payment when due (including, without limitation, where any cheque provided by a customer by way of payment is dishonoured or where any direct debit arrangement is cancelled) will incur an immediate administration charge of £20.00 plus VAT, payable in addition to the outstanding payment due.
- 6.4 The Customer, by agreeing to be bound by these Contract Terms, hereby irrevocably agrees that ADAPT Global Ltd may collect any outstanding sums due at any time to ADAPT Global Ltd from the Customer's credit card or any other credit card details of which shall have been supplied by the Customer to ADAPT Global Ltd or any associated company of ADAPT Global Ltd on the Customer's trading account application or otherwise from time to time.
- 6.5 ADAPT Global Ltd reserves the right at its absolute discretion to levy a surcharge for all credit card transactions (including, without limitation, any described in Clause 6.4) in accordance with ADAPT Global Ltd tariff applicable from time to time, a copy of which will be available at ADAPT Global Ltd principal place of business.
- 6.6 Interest at an annual rate of 5% above Barclays Bank plc base rate from time to time will accrue daily and be calculated on a daily basis on overdue accounts from the due date until payment.
- 6.7 Where the Customer makes default under the contract or any other contract with ADAPT Global Ltd in payment on the due date of any sum due to ADAPT Global Ltd , ADAPT Global Ltd without liability may postpone any delivery or may cancel the contract or any other contract between ADAPT Global Ltd and the Customer but without prejudice to any right or remedy which ADAPT Global Ltd may have against the Customer in respect of such default.

- 6.8** ADAPT Global Ltd will be entitled to payment for all instalments of Goods delivered to the Customer.
- 6.9** ADAPT Global Ltd shall at any time be entitled to appropriate any payment made by the Customer in respect of any goods or work in settlement of such invoices or accounts in respect of such goods or work as ADAPT Global Ltd may in its absolute discretion think fit notwithstanding any purported appropriation to the contrary by the Customer.
- 6.10** Without prejudice to any other rights and/or remedies which ADAPT Global Ltd may possess, ADAPT Global Ltd (and/or any associated company of ADAPT Global Ltd) will each be entitled to deduct from or set off against any debts or other sums whatsoever owed by ADAPT Global Ltd (and/or any associated company of ADAPT Global Ltd) to the Customer, any debts or other sums whatsoever owed by the Customer (and/or any associated company of the Customer) to ADAPT Global Ltd (and/or any associated company of ADAPT Global Ltd) and without prejudice to the foregoing, such deduction or set off shall be allowable across any other contracts between ADAPT Global Ltd (or any associated company of ADAPT Global Ltd) and the Customer (and/or any associated company of the Customer) and shall continue to operate despite any receivership or fixed or floating charge. Without prejudice to the foregoing, the Customer will not dispose in any way (whether by assignment, charge, declaration of trust or in any other manner without limitation) of all or any part of its interest in any debts or other sums whatsoever owed by ADAPT Global Ltd (or any associated company of ADAPT Global Ltd) without the prior written approval of ADAPT Global Ltd or such associated company and any purported disposal without such consent shall be void.
- 6.11** For the avoidance of doubt, set off under clause 6.10.1 is permissible on any debts or other sums whatsoever owed by the Customer to ADAPT Global Ltd (or any associated company of ADAPT Global Ltd) whether or not the debts or other sums are due and payable at the time of set off and/or whether the debts or other sums are contingent or certain, and/or liquidated or unliquidated at the time of the set off.
- 6.12** The Customer shall repay to ADAPT Global Ltd forthwith on demand all expenses costs or charges (in excess of the administration charge referred to in paragraph 6.3) incurred by ADAPT Global Ltd in enforcing any of the provisions of these Contract Terms (including without limitation any legal and/or debt collection costs).
- 6.13** The price charged by ADAPT Global Ltd for Goods may include a discount reflecting commission, bonus or subsidy which will be payable by the network operator (or other supplier) of the Goods to ADAPT Global Ltd in respect of sales of the Goods concerned if certain requirements are satisfied. Alternatively (or additionally) ADAPT Global Ltd may agree from time to time that commissions, bonuses or subsidies are payable to the Customer (in cash, by set off against any amount owed by the Customer to ADAPT Global Ltd, or otherwise) in respect of sales by the Customer of Goods to third parties. Such commissions, bonuses or subsidies will generally reflect commissions, bonuses or subsidies payable by the network operator (or other supplier) of the Goods to ADAPT Global Ltd in respect of sales of the Goods concerned.
- 6.14** ADAPT Global Ltd reserves the right, at any time in the future, to:
- (a) invoice the Customer for all or part of the amount of any discount given to the Customer; or
 - (b) reclaim in full or in part the commission, bonus or subsidy paid or credited by ADAPT Global Ltd to the Customer in respect of Goods sold by ADAPT Global Ltd to the Customer in circumstances where the network operator (or other supplier) of the Goods is entitled to reclaim (either by set off or otherwise) from ADAPT Global Ltd , bonus or subsidy in respect of such goods.
- 6.15** Any amount invoiced in respect of a discount, or commission, bonus or subsidy reclaimed, by ADAPT Global Ltd pursuant to clause 6.13 may, at the option of ADAPT Global Ltd, be set off against any commission, bonus, subsidy or other amount due from ADAPT Global Ltd to the Customer.

7. Cancellation

- 7.1** If the Customer cancels, extends or delays or purports to cancel, extend or delay the contract or part thereof, or fails to take delivery of any Goods at the time agreed (if any) or if no time is agreed within a reasonable time, then the Customer will be liable (without prejudice to any other rights of ADAPT Global Ltd to claim damages) to indemnify and keep indemnified ADAPT Global Ltd against any resulting loss, damage or expense incurred by ADAPT Global Ltd .
- 7.2** If ADAPT Global Ltd is unable (whether temporarily or permanently) to procure any services or goods necessary to enable it to supply the Goods or if the supply of the Goods is prevented or hindered by reason of any cause beyond ADAPT Global Ltd 's reasonable control which for the avoidance of doubt and without prejudice to the generality of the foregoing shall include governmental action, war, riot, civil commotion, fire, flood, epidemic, labour disputes including labour disputes involving the work force or any part thereof of ADAPT Global Ltd , restraints or delays affecting shipping or carriers, currency restrictions and Act of God, ADAPT Global Ltd may cancel or suspend performance of the contract by notice in writing to the Customer so far as it relates to Goods not then supplied or work not then done and such cancellation or suspension shall not give rise to any claims by the Customer provided that the Customer shall remain liable to pay for Goods delivered prior to the date of such cancellation or suspension.

8. Storage

If the Customer fails to take delivery of the Goods when they are ready for delivery ADAPT Global Ltd may, at its option, either store them itself or have them stored by third parties on such terms as ADAPT Global Ltd may in its absolute discretion think fit. In any event the cost of storage will be

borne by the Customer and insofar as the storage is done by ADAPT Global Ltd then such cost will be ADAPT Global Ltd storage charges current at the time of storage. The cost together with any additional insurance or double handling charges will be added to and form part of the price for the Goods.

9. Specification

- 9.1 No variation in the specification or design of any Goods which in the reasonable opinion of ADAPT Global Ltd does not affect the suitability of the Goods for the purpose for which they are supplied by ADAPT Global Ltd will constitute a breach of contract or impose upon ADAPT Global Ltd any liability whatsoever provided that ADAPT Global Ltd reserves the right to supply the Goods with any software levels unless the software levels have been specifically agreed prior to or on receipt of the Customer's order.
- 9.2 Without prejudice to clause 9.1, ADAPT Global Ltd shall be entitled to substitute for the Goods any other goods which ADAPT Global Ltd, in its reasonable opinion, considers to be of equal or better quality.

10. Promotional Material and Trade Marks

- 10.1 No drawings, descriptive matter, weights, dimensions or shipping specifications issued by ADAPT Global Ltd or the manufacturer of the Goods, nor the descriptions and illustrations contained in ADAPT Global Ltd or manufacturer's or supplier's catalogues, price lists or other promotional material will form part of the contract nor be regarded as a warranty or representation relating to the Goods.
- 10.2 For the avoidance of doubt, any taxation which may become payable in respect of any gifts or promotional items supplied by ADAPT Global Ltd will be the responsibility of and be paid by the Customer and without limiting the foregoing, shall be declared by the Customer in the Customer's tax return.
- 10.3 The Customer shall not be entitled to use any trademarks or trade names belonging to or associated with ADAPT Global Ltd without ADAPT Global Ltd's prior written consent (provided always that, for the avoidance of doubt, the Customer shall not be required by this Clause 10.3 to remove any such trademarks or names from any packaging or other material supplied by ADAPT Global Ltd with the Goods).

11. Termination

- 11.1 The contract will terminate immediately upon the happening of any one or more of the following, namely, that the Customer has had a bankruptcy order made against him or has made an arrangement or composition with his creditors or otherwise taken the benefit of any Act for the time being in force for the relief of insolvent debtors or (being a body corporate) has had convened a meeting of creditors (whether formal or informal) or has entered into liquidation (whether voluntary or compulsory) or has a receiver manager administrator or administrative receiver appointed of its undertaking or any part thereof or a resolution has been passed or a petition presented to any Court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer or any proceedings have been commenced relating to the insolvency or possible insolvency of the Customer. For the avoidance of doubt, a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation approved by ADAPT Global Ltd in advance shall not trigger termination under this Clause 11.1.
- 11.2 The contract will terminate immediately upon service of written notice of termination by ADAPT Global Ltd on the Customer on the happening of any one or more of the following, namely, that the Customer has suffered or allowed any execution whether legal or equitable to be levied on his/its property or obtained against him/it or has failed to observe or perform any of its obligations or duties under the contract or any other contract between ADAPT Global Ltd and the Customer or is unable to pay his/its debts within the meaning of Section 123 of the Insolvency Act 1986 or the Customer has ceased to trade.
- 11.3 ADAPT Global Ltd's rights contained in Clause 5 (but not the Customer's rights) shall continue beyond the discharge of the parties' primary obligations under the contract consequent upon its termination.
- 11.4 The termination of the contract howsoever arising will be without prejudice to the rights and duties of either party accrued prior to termination.

12. General

- 12.1 ADAPT Global Ltd will be entitled to assign sub-contract or sub-let the contract or any part thereof.
- 12.2 Failure by ADAPT Global Ltd to enforce any of the Contract Terms will not be construed as a waiver of any of its rights hereunder.
- 12.3 In relation to all obligations of the Customer under the contract, the time of performance is of the essence.
- 12.4 The illegality, invalidity or unenforceability of any Clause or part of these Contract Terms will not affect the legality, validity or enforceability of the remainder. If any such Clause or part is found by any competent court or authority to be illegal, invalid or unenforceable the parties agree that they will substitute provisions in a form as similar to the offending provisions as is possible without thereby rendering them illegal, invalid or unenforceable.
- 12.5 Each of the parties hereto is an independent contractor and nothing contained in these Contract Terms shall be construed to imply that there is any relationship between the parties of partnership or of principal/agent or of employer/employee.
- 12.6 The legal construction of these clauses shall not be affected by their headings which are for convenience of reference only.

12.7 Any demand, notice or communication shall be deemed to have been duly served:

12.7.1 if delivered by hand, when left at the proper address for service; or

12.7.2 if given or made by prepaid first-class post, 48 hours after being posted (excluding Saturdays, Sundays and public holidays); or

12.7.3 if given or made by fax at the time of transmission subject to receipt of the appropriate "clear" transmission report provided that where in the case of delivery by hand or transmission by fax, such delivery or transmission occurs either after 4.00p.m. on a Business Day or on a day other than a Business Day service shall be deemed to occur at 10.00a.m. on the next following Business Day (such times being local time at the address of the recipient). For the purpose of this clause a "Business Day" is a day when the banks in the location of the recipient are open for a full range of banking transactions Any demand, notice or communication shall be made in writing or by fax addressed to the recipient at its registered office or its address stated in this Agreement (or such other address or fax number as may be notified in writing from time to time).

13. Crime Prevention

The Customer undertakes and agrees with ADAPT Global Ltd that it will comply with the requirements of The Mobile Communications Crime Prevention Scheme established by The Federation of Communications Services Ltd and that it will ensure that parties to all transactions entered into by the Customer comply with the rules of the scheme as amended from time to time. The Customer further agrees to ensure that any business or company that trades with it will be informed of the scheme and that such parties agree to be bound by the scheme.

14. Jurisdiction

The formation, interpretation and operation of the contract will be subject to English Law and the Customer submits itself to the exclusive jurisdiction of the English Courts to settle any disputes or claims that arise out of, or in connection with, these Contract Terms.

15. Agreement and Execution

The Customer hereby agrees to be bound by the terms

This agreement has been entered on date stated below.

Customer (Company/Business Name): _____

Authorised Signatory: _____

Signatory Name: _____

Signatory Signature: _____

Position: _____

Date: _____

Signed for and on behalf of ADAPT Global Limited: _____

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GLOBAL

Co. Reg. 07686596 Vat No. GB233647311

✦ 59 High Street, Great Missenden, Buckinghamshire, HP16 0AL, United Kingdom



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

Company Number **7686596**

The Registrar of Companies for England and Wales hereby certifies that under the companies Act 2006:

REVLOC CONSUMER ELECTRONICS LTD

a company incorporated as private limited by shares, having its registered office situated in England and Wales, has changed its name to:

ADAPT GLOBAL LIMITED

Given at Companies House on **21st April 2015**.

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006

 Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



ADAPT GLOBAL LTD

VAT Registration Number: 233 6473 11

VAT Certificate

VAT Registration Number: 233 6473 11

VAT registration status: Registered

Business details

Registered name: ADAPT GLOBAL LTD

Trading name: Not provided

Principal Place of Business address line 1: 59 HIGH STREET

Principal Place of Business address line 2: GREAT MISSENDEN

Principal Place of Business address line 3: BUCKINGHAMSHIRE

Principal Place of Business address line 4:

Postcodes: HP16 0AL

Email address: SARAH@ADAPT.MOBI

Bank account number: ****0027

Bank sort code: 20 71 03

Type of business: Incorporated company

Trade classification (SIC code): 47421

Business activity description: Retail sale of mobile telephones

Important dates

Effective Date of Registration: 01 Jan 2016

Date of certificate: 18 Oct 2018

VAT return period end date: 31 Dec 2018

Frequency of returns: Quarterly in March, June & September

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