

# CMI TECHNOLOGY EU LTD STANDARD TERMS AND CONDITIONS OF SUPPLY OF GOODS AND SERVICES

**Version: June 2026**

Unless otherwise expressly agreed in writing, or unless we notify you that these standard terms and conditions of supply have been revised, the conditions set out below govern all goods and services purchased from CMI Technology EU Ltd on or after the date stated above. Any earlier terms and conditions of supply shall cease to apply. The attention of the Customer is drawn in particular to the provisions of Clause 14 (Limitation of Liability) and to the retention-of-title arrangements contained in Clause 6.

## 1. Interpretation

**1.1** The following definitions and rules of interpretation apply throughout these Conditions.

**Affiliate:** any subsidiary or holding company of CMI Technology EU Ltd, and any subsidiary of a holding company of CMI Technology EU Ltd, together with any business entity from time to time controlling, controlled by, or under common control with CMI Technology EU Ltd.

**Anti-Corruption Law:** all legislation and guidance relating to the prevention of bribery and corruption applicable in the State, including the Criminal Justice (Corruption Offences) Act 2018.

**Business Day:** a day other than a Saturday, Sunday, or public holiday in Ireland, on which banks in Dublin are open for ordinary business.

**Conditions:** these terms and conditions as amended from time to time in accordance with Clause 18.9.

**Contract:** the contract between CMI Technology EU Ltd and the Customer for the supply of Goods and/or Services, formed in accordance with, and incorporating, these Conditions.

**Customer:** the person, firm, or company that purchases Goods and/or Services from CMI Technology EU Ltd in the course of its business or profession.

**Data Protection Legislation:** Regulation (EU) 2016/679 (the General Data Protection Regulation), the Data Protection Act 2018, and all applicable legislation relating to privacy or the protection of personal data, in each case as amended or replaced from time to time.

**Delivery Location:** the location specified for delivery in accordance with Clause 4.1.

**End User:** the ultimate customer of the Customer.

**Force Majeure Event:** has the meaning given in Clause 16.1.

**Goods:** the goods, or any part of them, set out in the Order, including any advanced Wi-Fi mesh networking hardware and related equipment supplied by us, together with any deliverables produced as part of the Services.

**Goods Specification:** any specification for the Goods, including relevant plans, datasheets, or drawings, agreed in writing between the Customer and CMI Technology EU Ltd.

**Insolvency Event:** in relation to a party, any of the following: the taking of any step or action in connection with that party entering examinership, receivership, liquidation, or any composition or arrangement with its creditors (other than for the purpose of a solvent restructuring); the appointment of a receiver, examiner, or liquidator over any of its assets; the cessation, or threatened cessation, of all or a substantial part of its business; or its financial position deteriorating to such an extent that, in our reasonable opinion, its ability to fulfil its obligations under the Contract has been placed in jeopardy. Where any equivalent step is taken in another jurisdiction, the analogous procedure in that jurisdiction shall apply.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, goodwill, rights in designs, database rights, rights in computer software, rights to use and protect confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered, including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights subsisting now or in the future in any part of the world.

**Losses:** liabilities, costs, expenses, damages, and losses, including interest, penalties, and reasonable legal and other professional costs and expenses.

**Manufacturer:** a third party that makes or develops the Goods, or provides services in connection with the Goods, and from whom we source supply, including our suppliers.

**Order:** the Customer's order for Goods and/or Services, as set out in the Customer's purchase order, in the Customer's written acceptance of our quotation, or as otherwise communicated by the Customer to us in writing by email.

**Services:** the services, if any, provided by CMI Technology EU Ltd to the Customer, as set out in the Service Specification, which may include installation, maintenance, and technical support.

**Service Specification:** the description or specification for the Services provided by us to the Customer, usually in the form of a statement of work.

**CMI, we, us, our:** CMI Technology EU Ltd, a company registered in Ireland under company registration number 807618, having its registered office at 6 Fern Road, Sandyford, Dublin 18, Ireland (VAT number IE 4711174MH), and, where the context permits, its assigns and sub-contractors.

**1.2** A person includes a natural person, a corporate body, or an unincorporated body, whether or not having separate legal personality.

**1.3** A reference to a party includes that party's successors and permitted assigns.

**1.4** A reference to a statute or statutory provision is a reference to it as amended, extended, or re-enacted from time to time, and includes all subordinate legislation made under it.

**1.5** Any words following the terms "including", "include", "in particular", or "for example" shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

**1.6** A reference to writing or written includes email.

## **2. Basis of Contract**

**2.1** The Order constitutes an offer by the Customer to purchase Goods and/or Services from us in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.

**2.2** An Order shall be deemed accepted only on the earliest of the despatch of the relevant Goods, the commencement of performance of the relevant Services, or the communication of written acceptance by an authorised representative of CMI Technology EU Ltd, at which point, and on which date, the Contract comes into existence. Any acknowledgement of receipt issued by us does not constitute acceptance, and we may decline to accept any Order at our discretion.

**2.3** Samples, drawings, descriptive matter, datasheets, or advertising issued by us, and any descriptions or illustrations of the Goods or Services contained in our catalogues, brochures, or website, are issued solely to provide an approximate indication of the Goods and Services. They shall not form part of the Contract, nor have any contractual force.

**2.4** These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing.

**2.5** Any quotation given by us shall not constitute an offer, and is valid for a period of 30 days from its date of issue, unless we specify otherwise. We reserve the right to adjust quoted or listed prices in respect of any Order for Goods of non-standard specification prior to acceptance.

**2.6** These Conditions apply to the supply of both Goods and Services, except where their application to one or the other is specified.

**2.7** Orders for Goods of non-standard specification cannot be cancelled. Any other request by the Customer to cancel an Order, or to reschedule deliveries, will be considered only if made at least 12 hours before despatch, and shall be subject to our acceptance at our sole discretion, together with a reasonable administration charge. The Customer agrees to indemnify us against all Losses arising out of any such cancellation or rescheduling.

**2.8** These Conditions apply only to contracts entered into with a Customer acting in the course of a business, trade, or profession, and shall not govern any contract with a consumer. Accordingly, the legislation applicable to consumer contracts, including the Consumer Rights Act 2022, Directive 2011/83/EU, and Directive (EU) 2019/771, does not apply to the Contract,

except to the extent that any provision of such legislation applies as a matter of law and cannot be excluded by agreement. Where, notwithstanding the foregoing, a Customer is held to be a consumer under applicable law, nothing in these Conditions shall operate to exclude, restrict, or limit any mandatory statutory right that cannot lawfully be excluded.

### **3. Goods**

**3.1** The Goods are described in the applicable Goods Specification. Unless otherwise agreed, the Goods are supplied in accordance with the Manufacturer's standard specifications, as these may be improved, substituted, or modified from time to time. CMI Technology EU Ltd will use reasonable endeavours to advise the Customer of any variation in the Goods Specification, the Manufacturer's specifications, or the technical data of the Goods, as soon as it receives notice of such variation from the Manufacturer. We shall not be liable for any loss or damage caused by, or resulting from, such variation, including any curtailment or cessation of supply following the variation.

**3.2** To the extent that the Goods are manufactured in accordance with a Goods Specification supplied by the Customer, the Customer shall indemnify us against all Losses arising out of, or in connection with, any claim that our use of that Goods Specification infringes the Intellectual Property Rights of a third party. Clause 3.2 shall survive termination of the Contract.

### **4. Delivery of Goods**

**4.1** CMI Technology EU Ltd shall deliver the Goods to the location set out in the Order, or to such other location as the parties may agree in writing (the "Delivery Location"). Delivery is arranged through third-party carriers, including InXpress and DHL, and, where requested by the Customer, Goods may be shipped directly on the Customer's own carrier account.

**4.2** Delivery shall be completed on the completion of unloading of the Goods at the Delivery Location. Risk in the Goods shall, however, pass to the Customer in accordance with Clause 6.1.

**4.3** At the time of delivery, the Customer must verify that the quantity of Goods corresponds to the quantity stated on the proof of delivery, and that the exterior of the Goods is in good condition. Where the exterior is damaged, the Customer must record this on the proof of delivery and must notify us of any discrepancy in quantity, or of damage, as soon as possible, and in any event within five Business Days of delivery.

**4.4** A proof of delivery signed by, or on behalf of, the Customer, or signed "unchecked" or "unexamined", shall be conclusive evidence of delivery and, except to the extent that damage or discrepancy is recorded on it, that the Goods were received in good order and condition.

**4.5** The Customer must inspect the Goods immediately after delivery is complete. Where any Goods are damaged, incorrect, or not delivered, the Customer must notify us within five

Business Days of delivery, or of the expected delivery date, irrespective of anything recorded on the proof of delivery.

**4.6** Dates quoted for delivery are approximate only, and time of delivery is not of the essence. Despatch may be postponed for reasons beyond our reasonable control, including a Force Majeure Event, a delay caused by a carrier, or the Customer's failure to provide adequate delivery details. In no event shall we be liable for any loss arising from delay in despatch or delivery.

**4.7** Where the Customer fails to accept delivery, then, except where such failure is caused by a Force Majeure Event or by our default, delivery shall be deemed completed at 9.00 am on the Business Day following the day on which we attempted delivery, and we may store the Goods and charge the Customer for all related costs, including insurance.

**4.8** We may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery, or defect in an instalment, shall not entitle the Customer to cancel any other instalment.

## **5. Quality of Goods**

**5.1** Subject to Clause 5.3, CMI Technology EU Ltd warrants that, on delivery, the Goods shall conform in all material respects with the applicable Goods Specification, and shall be free from material defects in design, materials, and workmanship.

**5.2** Subject to any applicable Manufacturer programme, we warrant that we have good title to, or licence to supply, all Goods supplied to the Customer.

**5.3** Goods that consist of software are supplied "as is". Our sole obligation in connection with such Goods is to use reasonable endeavours to obtain a corrected version from the relevant Manufacturer, provided that the Customer notifies us of any non-conformity within 90 days of delivery.

**5.4** Subject to Clause 5.5, we shall, at our option, repair or replace defective Goods, or refund the price of the defective Goods, where the Customer returns the Goods in accordance with Clause 9.

**5.5** We shall not be liable for the Goods' failure to comply with the warranty in Clause 5.1 where the defect arises from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow installation or maintenance instructions, or any alteration or repair carried out without our written consent.

**5.6** Except as set out in this Clause 5, and to the fullest extent permitted by the Sale of Goods Act 1893 and the Sale of Goods and Supply of Services Act 1980, all warranties, conditions, and other terms implied by statute or common law, including any implied terms as to satisfactory quality and fitness for a particular purpose, are excluded from the Contract, this being a transaction between parties dealing otherwise than as consumer.

## 6. Title and Risk

**6.1** Risk in the Goods shall pass to the Customer at the point at which the Goods are handed to the carrier at our premises, or at the Manufacturer's premises in the case of a direct shipment. We recommend that the Customer maintains appropriate insurance cover for the Goods from the point at which risk passes.

**6.2** Title to the Goods shall not pass to the Customer until the earlier of the point at which we receive payment in full, in cleared funds, for the Goods and any other goods supplied to the Customer for which payment has become due, and the point at which the Customer resells the Goods in accordance with Clause 6.4.

**6.3** Until title has passed, the Customer shall store the Goods separately so that they remain readily identifiable as our property, shall not remove or obscure any identifying mark, shall maintain the Goods in satisfactory condition and keep them insured, and shall notify us immediately upon becoming subject to an Insolvency Event.

**6.4** Subject to Clause 6.5, the Customer may resell the Goods in the ordinary course of its business before title has passed, in which case the Customer does so as principal, and title shall pass to the Customer immediately before resale.

**6.5** Where the Customer becomes subject to an Insolvency Event before title has passed, the Customer's right to resell or use the Goods ceases immediately, and we may require the Customer to deliver up all Goods in its possession; failing prompt delivery, we may enter any premises where the Goods are stored in order to recover them.

## 7. Supply of Services

**7.1** Where the Customer engages us for Services, CMI Technology EU Ltd shall supply, or procure a Manufacturer to supply, the Services in accordance with the Service Specification. Services may include installation, maintenance, and technical support in respect of the Goods.

**7.2** We reserve the right to amend the Service Specification where necessary to comply with any applicable law or regulatory requirement, or where the amendment will not materially affect the nature or quality of the Services, and we shall notify the Customer accordingly.

**7.3** Although we may assist the Customer in selecting Services, the assessment and selection of the Services for the Customer's purposes remains the Customer's responsibility. We do not warrant that the performance of the Services will be adequate for any particular purpose, and we shall not be responsible for the security of the Customer's network after the Services have been performed.

**7.4** Where the Services require the installation of equipment or software, and the Customer fails to satisfy the requirements necessary for installation, including hardware, network, power, connectivity, or premises requirements notified to it, we reserve the right to refuse or curtail the Services and to charge the Customer the full fee.

**7.5** CMI Technology EU Ltd shall comply with all applicable laws in its performance of the Contract, including Anti-Corruption Law and applicable health and safety legislation.

## **8. Customer's Obligations**

**8.1** The Customer shall co-operate with us in all matters relating to the Goods and Services, shall provide us with such information and materials as we may reasonably require, and shall ensure that such information is complete and accurate in all material respects. Orders are placed by purchase order and by email, and the Customer is responsible for the accuracy of the details it submits.

**8.2** The Customer shall obtain and maintain all licences, permissions, and consents required for the Goods or Services before the date on which the Goods are to be used or the Services are to commence.

**8.3** The Customer shall comply with all applicable laws in its performance of the Contract, including Anti-Corruption Law, and shall not take any action, or permit any action, that would cause us to be in breach of any such law.

**8.4** The Customer acknowledges that the Goods and Services may be subject to export control and sanctions laws of the European Union, the State, and, where applicable, other jurisdictions. The Customer shall comply with all such laws and shall not export, re-export, or transfer any Goods or Services, directly or indirectly, to any country, entity, or person where such transfer would contravene any applicable export control or sanctions regime, including any restriction relating to weapons of mass destruction.

**8.5** Where our performance of any obligation is prevented or delayed by any act or omission of the Customer, we shall not be liable for any costs or losses sustained by the Customer arising from such delay, and the Customer shall reimburse us, on written demand, for any costs or losses we sustain as a result.

**8.6** The Customer acknowledges that the Goods are subject to European Union product safety and conformity requirements, including the requirement to bear the CE marking, and in particular to the Radio Equipment Directive 2014/53/EU, the Restriction of Hazardous Substances Directive 2011/65/EU, the Waste Electrical and Electronic Equipment Directive 2012/19/EU, and the General Product Safety Regulation (EU) 2023/988, together with the national legislation implementing those instruments in each Member State of supply. The Customer shall comply with all applicable laws relating to the use, resale, and distribution of the Goods, and, where it acts as a distributor within the meaning of that legislation, shall verify that the Goods bear the requisite conformity markings and are accompanied by the relevant declaration of conformity before making them available on the market.

**8.7** The Customer shall discharge all obligations imposed on it under the Waste Electrical and Electronic Equipment Directive 2012/19/EU and any implementing national legislation, including obligations relating to the collection, treatment, recycling, and environmentally sound disposal of electrical and electronic equipment.

**8.8** The Customer shall not modify, reconfigure, or use the Goods in any manner that may compromise their compliance with applicable regulatory requirements, invalidate their conformity assessment, or affect the validity of any CE marking affixed to them.

## 9. Returns

**9.1** No Goods may be returned without our prior authorisation. All returns are accepted only where they comply with the following requirements:

**Prior Authorisation:** the Customer must obtain authorisation from us before any Goods are returned, such authorisation being given at our sole discretion.

**Return Period:** the Goods must be returned within 14 days of the date of authorisation.

**Condition of Goods:** for non-faulty Goods, the items must be in saleable condition, unopened, and with all seals intact.

**Packaging and Documentation:** the Goods must be securely packed, with the relevant returns reference attached, and accompanied by a list of the Goods.

**Faulty Goods:** for Goods returned as faulty, the Goods must be in breach of the warranty set out in Clause 5.1.

**9.2** We reserve the right to reject any Goods that do not comply with Clause 9.1. Where we agree to accept non-faulty Goods that are not in saleable condition, we reserve the right to charge the cost of restoring them to saleable condition.

**9.3** We reserve the right to test all Goods returned as faulty, to return to the Customer, at the Customer's expense, any Goods found not to be faulty, and to levy a reasonable charge to cover the cost of testing.

**9.4** We may levy a reasonable administration charge in respect of the rotation and return of Goods.

## 10. Charges and Payment

**10.1** The price of the Goods shall be the price set out in the Order or, where no price is quoted, the price set out in our published price list as at the date of the Order. Prices are exclusive of the costs of packaging, insurance, and transport, which shall be invoiced separately to the Customer.

**10.2** The charges for Services shall be calculated in accordance with the fee rates set out in the Order or Service Specification.

**10.3** All amounts payable under the Contract are stated in euro (€), and are exclusive of value added tax. Where VAT is chargeable, the Customer shall, on receipt of a valid VAT invoice, pay to us the additional amounts in respect of VAT at the same time as payment for the Goods or Services.

**10.4** We shall invoice the Customer on or after completion of despatch of the Goods, or, in respect of Services, on or after receipt of the Order. The Customer must notify us in writing within seven days of the invoice date of any error in the invoice; failing such notification, we shall assume acceptance of the invoice in full.

**10.5** Time for payment is of the essence. Unless otherwise expressly agreed in writing in advance of acceptance of the Order, the Customer shall pay each invoice within 30 days of the invoice date, in full and in cleared funds, to the bank account nominated by us.

**10.6** Where the Customer fails to pay any amount by the due date, the Customer shall pay interest on the overdue sum, calculated in accordance with the European Communities (Late Payment in Commercial Transactions) Regulations 2012 (S.I. No. 580 of 2012), at the statutory rate of eight percentage points above the reference rate of the European Central Bank. Interest accrues daily from the due date until payment, whether before or after judgment, and we shall also be entitled to recover reasonable compensation for recovery costs in accordance with those Regulations.

**10.7** All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction, or withholding, except as required by law.

## **11. Intellectual Property Rights**

**11.1** The Customer acknowledges that all Intellectual Property Rights in, or relating to, the Goods, Services, our website, or any third-party software supplied shall remain vested in CMI Technology EU Ltd, the Manufacturer, or the relevant third-party owner, as applicable.

**11.2** Compliance with any licence terms attaching to the Goods or Services supplied is the sole responsibility of the Customer. The Customer agrees to indemnify us against all Losses arising out of any breach by the Customer of such licence terms.

**11.3** Unless otherwise expressly agreed in writing, no title to, or ownership of, Intellectual Property Rights is transferred to the Customer under the Contract.

## **12. Data Protection**

**12.1** Both parties shall comply with all applicable requirements of the Data Protection Legislation. Clause 12 is in addition to, and does not relieve or replace, either party's obligations under the Data Protection Legislation.

**12.2** Where we process personal data in connection with the Contract, we do so in accordance with our Privacy Policy, which is made available on our website. The Customer warrants that it has obtained any personal data supplied to us in a compliant manner, and that it has all necessary authority to enable the lawful processing and transfer of that personal data by us for the purposes of the Contract.

**12.3** We maintain appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing, and against accidental loss, destruction, or damage, in accordance with the Data Protection Legislation.

**12.4** Save where the parties agree otherwise in writing, each party acts as an independent controller in respect of the personal data it processes in connection with the Contract, and each shall comply with its own obligations under the Data Protection Legislation.

**12.5** Where, in performing the Contract, one party processes personal data on behalf of the other, the parties shall enter into a written data processing agreement compliant with Article 28 of the General Data Protection Regulation before any such processing begins.

**12.6** We shall implement and maintain appropriate technical and organisational measures, as required by Article 32 of the General Data Protection Regulation, and shall notify the Customer without undue delay on becoming aware of any personal data breach affecting personal data processed under the Contract, to the extent required by Articles 33 and 34 of that Regulation.

### **13. Confidentiality**

**13.1** Each party undertakes that it shall not, at any time during the Contract, and for a period of two years after its termination, disclose to any person any confidential information concerning the business, affairs, customers, clients, or suppliers of the other party, except as permitted by Clause 13.2.

**13.2** Each party may disclose the other party's confidential information to its employees, officers, representatives, sub-contractors, or advisers who need to know it for the purposes of performing the party's obligations under the Contract, provided that such persons are bound by equivalent obligations of confidentiality, and as may be required by law, by a court of competent jurisdiction, or by any governmental or regulatory authority.

**13.3** Neither party shall use the other party's confidential information for any purpose other than the performance of its obligations under the Contract.

### **14. Limitation of Liability**

**14.1** Nothing in the Contract limits any liability that cannot lawfully be limited, including liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, for any breach of the terms as to title and quiet possession implied by section 12 of the Sale of Goods Act 1893, or for any other liability that may not be excluded under applicable law. Nothing in these Conditions excludes or limits any implied condition as to title that cannot lawfully be excluded.

**14.2** Subject to Clause 14.1, our total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract, shall not exceed the total of all sums paid or payable by the Customer under the Contract in respect of the Goods and Services giving rise to the liability, subject to an overall maximum of €1,000,000 in any 12-month period.

**14.3** Subject to Clause 14.1, the following types of loss are wholly excluded: loss of profits; loss of sales, business, or business opportunity; loss of anticipated savings; loss of, or

corruption of, software, data, or information; loss of, or damage to, goodwill; and any indirect or consequential loss.

**14.4** Clause 14 shall survive termination of the Contract.

## **15. Termination**

**15.1** Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party where that other party commits a material breach of its obligations and, where the breach is remediable, fails to remedy it within 14 days of written notice, or where that other party becomes subject to an Insolvency Event.

**15.2** Without affecting any other right or remedy, CMI Technology EU Ltd may terminate the Contract with immediate effect, or suspend the supply of Goods or Services, where the Customer fails to pay any amount due by the due date, or where we reasonably believe that the Customer is about to become subject to an Insolvency Event.

## **16. Consequences of Termination and Force Majeure**

**16.1** Neither party shall be in breach of the Contract, nor liable for any delay in performing, or failure to perform, any of its obligations (other than payment obligations), where such delay or failure results from events beyond its reasonable control, including non-performance by suppliers, carriers, or Manufacturers (a "Force Majeure Event"). Where the period of delay continues for more than one month, the party not affected may terminate the Contract on 14 days' written notice.

**16.2** On termination of the Contract, the Customer shall immediately pay all outstanding invoices and interest, and shall return all Goods for which payment has not been received in full; failing such return, we may enter the Customer's premises to recover them.

**16.3** Termination shall not affect any rights, remedies, obligations, or liabilities of the parties accrued up to the date of termination. Any provision intended to survive termination shall continue in full force and effect.

## **17. General**

**17.1** We may at any time assign, sub-contract, or otherwise deal with any of our rights and obligations under the Contract. The Customer shall not assign, transfer, or sub-contract any of its rights or obligations without our prior written consent.

**17.2** Any notice given under the Contract shall be in writing and shall be delivered by hand, by pre-paid registered post, or by email, to the address of the relevant party as notified from time to time.

**17.3** Where any provision of the Contract is found to be invalid, illegal, or unenforceable, it shall be modified to the minimum extent necessary to make it valid and enforceable, or,

where modification is not possible, deemed deleted, without affecting the validity of the remaining provisions.

**17.4** A waiver of any right under the Contract is effective only if given in writing, and shall not constitute a waiver of any subsequent right. No failure or delay by a party in exercising any right shall constitute a waiver of that right.

**17.5** Nothing in the Contract is intended to establish any partnership or joint venture between the parties, or to constitute either party the agent of the other.

**17.6** The Contract constitutes the entire agreement between the parties and supersedes all previous agreements, representations, and understandings between them relating to its subject matter.

**17.7** A person who is not a party to the Contract shall have no right to enforce any of its terms.

**17.8** No variation of the Contract shall be effective unless agreed in writing and signed by an authorised representative of the parties. CMI Technology EU Ltd may, however, revise these Conditions by issuing a new version, and any Order placed after such revision has been communicated shall be deemed to incorporate the variation.

## **18. Governing Law and Jurisdiction**

**18.1** The Contract, and any dispute or claim, including non-contractual disputes or claims, arising out of or in connection with it, its subject matter, or its formation, shall be governed by and construed in accordance with the laws of Ireland.

**18.2** Each party irrevocably agrees that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract, its subject matter, or its formation.

**Contact:** CMI Technology EU Ltd, 6 Fern Road, Sandyford, Dublin 18, Ireland.

Telephone: +353 15392728.

Email: [info@cmitechnology.ie](mailto:info@cmitechnology.ie).

# CMI TECHNOLOGY EU LTD PRIVACY POLICY

**Effective date: June 2026**

## 1. Introduction

CMI Technology EU Ltd respects the privacy of every individual whose personal data it handles, and is committed to protecting that data in accordance with the General Data Protection Regulation (Regulation (EU) 2016/679, the "GDPR"), the Data Protection Act 2018, and all other applicable data protection legislation in Ireland and the European Union. The purpose of this policy is to explain, in clear terms, what personal data we collect when you interact with us or visit our website, why we collect it, how we use and protect it, and the rights available to you in relation to that data.

For the purposes of the GDPR, the data controller is CMI Technology EU Ltd, a company registered in Ireland under company registration number 807618, having its registered office at 6 Fern Road, Sandyford, Dublin 18, Ireland. Any reference in this policy to "CMI", "we", "us", or "our" is a reference to that company. Where you see a reference to "you" or "your", we mean the individual whose personal data we process, including visitors to our website, representatives of our business customers, and other professional contacts.

We encourage you to read this policy carefully so that you understand our approach to personal data. Should any part require clarification, our contact details are set out in Section 14.

## 2. Scope of this Policy

CMI Technology EU Ltd operates on a business-to-business basis, supplying advanced Wi-Fi mesh networking hardware to customers across the European Union. The personal data we handle therefore relates principally to the individuals who act on behalf of our business customers and suppliers, rather than to private consumers. Notwithstanding the commercial nature of our relationships, the individuals concerned remain entitled to the full protection of the GDPR, and we apply the standards described here to all personal data within our control.

The policy applies to personal data collected through our website, through direct correspondence by email or telephone, through the placing and processing of purchase orders, and through the ordinary course of our commercial dealings. It does not apply to the practices of any third-party website that may be linked from our own, as addressed further in Section 12.

## 3. Personal Data We Collect

We limit the personal data we collect to what is necessary for our legitimate business purposes. In the ordinary course of our activities, the categories of personal data we process are as follows:

**Identity Data:** your first name and last name, where you act as a contact for a business customer, supplier, or other professional counterparty.

# CMI TECHNOLOGY EU LTD COOKIE POLICY

**Effective date: June 2026**

## 1. Introduction

CMI Technology EU Ltd uses cookies and similar technologies on its website in order to operate the site correctly and to understand how visitors use it. The purpose of this policy is to explain what cookies are, which cookies we place when you visit our website, the purposes they serve, and how you can manage your preferences. The policy should be read together with our Privacy Policy, which describes more broadly how we handle the personal data we collect, including data gathered through the cookies described here.

For the purposes of data protection law, the data controller is CMI Technology EU Ltd, a company registered in Ireland under company registration number 807618, having its registered office at 6 Fern Road, Sandyford, Dublin 18, Ireland. Any reference to "CMI", "we", "us", or "our" in this policy is a reference to that company.

## 2. What Cookies Are

A cookie is a small text file that a website places on your device when you visit it, allowing the site to store information and to retrieve it on a later visit. Cookies are widely used to make websites work, or to work more efficiently, as well as to provide information to the operator of the site. Similar technologies, such as pixels, tags, and local storage, perform comparable functions, and references in this policy to cookies include those technologies where relevant. Cookies may be set by the website you are visiting, in which case they are described as first-party cookies, or by a third party whose service is used on that website, in which case they are described as third-party cookies. They may also be distinguished by duration: a session cookie is deleted when you close your browser, whereas a persistent cookie remains on your device for a defined period, or until you delete it.

## 3. Legal Basis and Consent

Our use of cookies is governed by the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011 (S.I. No. 336 of 2011), read together with the General Data Protection Regulation (Regulation (EU) 2016/679) and the Data Protection Act 2018. Under those rules, we may place cookies that are strictly necessary for the operation of the website without your consent, because they are essential to provide a service you have explicitly requested. For all other cookies, including the analytics cookies described below, we obtain your prior consent before they are placed on your device.

When you first visit our website, a cookie banner is presented, allowing you to accept or decline non-essential cookies. You are under no obligation to accept analytics cookies, and the website will continue to function if you decline them. In line with the guidance issued by the Data Protection Commission, the consent you give is not treated as indefinite: we will ask

you to confirm your preferences again after six months, and you may review or change your choices at any time, as described in Section 7.

#### 4. Categories of Cookies We Use

We keep our use of cookies to a minimum, and we do not use cookies for advertising, profiling, or behavioural targeting. The categories we use are limited to the following.

**Strictly Necessary Cookies:** these cookies are essential for the website to function and to remember the cookie choices you have made. Without them, certain parts of the site cannot operate properly. Because they are strictly necessary, they are placed without the need for your consent.

**Analytics Cookies:** these cookies are set by Google Analytics, the only analytics tool we use, and they help us understand how visitors interact with the website by collecting information on an aggregated and anonymous statistical basis. They are placed only where you have given your consent.

#### 5. Cookies Placed on Our Website

The specific cookies we use, together with their provider, purpose, type, and duration, are set out in the table below. Cookie names and durations are determined by the provider and may be subject to change.

Cookie Name	Provider	Purpose	Type	Duration
<b>Consent preference cookie</b>	CMI Technology EU Ltd (first party)	Stores the cookie choices you have made on the banner	Strictly necessary	6 months
<b>_ga</b>	Google Analytics (third party)	Distinguishes individual users to provide visit statistics	Analytics	2 years
<b>_ga_&lt;container-</b>	Google Analytics (third party)	Maintains session state across pages	Analytics	2 years
<b>_gid</b>	Google Analytics (third party)	Distinguishes users over a short period	Analytics	24 hours
<b>_gat</b>	Google Analytics (third party)	Limits the rate of requests sent to Google	Analytics	1 minute

#### 6. Google Analytics

Our website uses Google Analytics, a web analytics service provided by Google, to measure and report on how visitors use the site. The information generated by the analytics cookies, including your Internet Protocol (IP) address, is used to compile reports on website activity, which assist us in improving the structure and content of the site. We use this information only in aggregated form, and we do not use it to identify individual visitors. The data is processed by Google in its capacity as our service provider, and the international transfer aspects of that processing are addressed in Section 9 of our Privacy Policy.

If you wish to prevent your data from being used by Google Analytics across all websites, you may install the Google Analytics Opt-out Browser Add-on, available at [tools.google.com/dlpage/gaoptout](https://tools.google.com/dlpage/gaoptout). You may also decline analytics cookies through our cookie banner, which prevents these cookies from being placed in the first place.

## **7. How to Manage and Withdraw Your Consent**

You retain control over the cookies placed on your device, and you may exercise that control in several ways. Through our cookie banner, you can accept or decline non-essential cookies when you first visit the site, and you can return to your preferences at any time to change them. Through your browser settings, you can block or delete cookies already stored on your device, and configure your browser to alert you when a cookie is being set. The method for doing so varies between browsers, and instructions are generally available within the help section of the browser you use.

Should you choose to withdraw a consent previously given, the withdrawal takes effect from the moment it is made, and does not affect the lawfulness of any processing carried out before that point. Useful general guidance on managing cookies across different browsers is available at [www.aboutcookies.org](http://www.aboutcookies.org).

## **8. Consequences of Disabling Cookies**

You are free to refuse or delete cookies, and the core functionality of our website will remain available to you. Disabling strictly necessary cookies may, however, affect the operation of certain features, including the ability of the site to remember your cookie preferences, with the result that the banner may be presented to you again on subsequent visits. Declining analytics cookies has no adverse effect on your use of the site; it simply means that your visit will not be included in the statistical data we collect.

## **9. Changes to this Cookie Policy**

We may update this policy from time to time in order to reflect changes in the cookies we use, in the services we rely upon, or in the applicable law and regulatory guidance. Where we make a material change, we will revise the effective date stated at the head of this document. We encourage you to review this policy periodically so that you remain informed about our use of cookies.

## **10. Contact**

Any question concerning this policy, or our use of cookies, may be addressed to us using the details below.

CMI Technology EU Ltd, 6 Fern Road, Sandyford, Dublin 18, Ireland.

Telephone: +353 15392728.

Email: [info@cmitechnology.ie](mailto:info@cmitechnology.ie).

Should you have a concern that we have been unable to resolve, you are entitled to contact the supervisory authority in Ireland: the Data Protection Commission, 21 Fitzwilliam Square South, Dublin 2, D02 RD28, Ireland, website [www.dataprotection.ie](http://www.dataprotection.ie).

**Contact Data:** your business email address, which we use to correspond with you in relation to orders, quotations, and the supply of goods.

**Business Data:** the name of the company or organisation on whose behalf you act, together with your role where you choose to provide it.

**Technical Data:** the Internet Protocol (IP) address assigned to your device when you connect to our website, together with associated information generated through our website analytics, as described in Section 5.

We do not knowingly collect any special categories of personal data, such as data revealing health, racial or ethnic origin, political opinions, or religious beliefs, and we ask that you do not submit such information to us. Where you choose to provide additional personal data voluntarily, for example within the body of an email, we process that data only for the purpose for which you supplied it.

#### 4. How We Collect Your Personal Data

We obtain personal data through several channels. Most commonly, you provide it to us directly when you place a purchase order, request a quotation, correspond with us by email, or otherwise communicate with our team in the course of business. We also collect certain Technical Data automatically when you visit our website, by means of cookies and similar technologies, the operation of which is described in our separate Cookie Policy. In limited circumstances, we may receive your business contact details from a colleague within your organisation, or from a Manufacturer or supplier with whom we work, where such sharing is consistent with applicable law.

#### 5. Cookies and Website Analytics

Our website uses cookies and similar technologies to function correctly and to help us understand how visitors use the site. The only analytics tool we employ is Google Analytics, a web analytics service provided by Google. Google Analytics uses cookies to collect information such as your IP address, the pages you view, the duration of your visit, and the general manner in which you navigate the site. We use this information solely on an aggregated and statistical basis, in order to measure website performance, identify which areas of the site are of interest, and improve the content we offer.

Analytics cookies are deployed only where you have given your consent through the cookie banner presented when you first visit the site, in accordance with the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011 (S.I. No. 336 of 2011). You may withdraw that consent at any time by adjusting your cookie preferences or your browser settings. Full details of the specific cookies used, their purpose, and their duration are set out in our Cookie Policy, which should be read together with this document.

## 6. Purposes and Legal Bases for Processing

Under the GDPR, we may only process your personal data where we have a valid legal basis for doing so. We rely on the legal bases set out in Article 6 of the GDPR, namely the performance of a contract, compliance with a legal obligation, our legitimate interests, and, where applicable, your consent. The table below sets out, for each category of processing, the purpose pursued and the corresponding legal basis on which we rely.

Purpose of Processing	Personal Data Used	Legal Basis (GDPR Article 6)	Retention Period
Processing and fulfilling orders for goods	Identity, Contact, Business Data	Performance of a contract (Art. 6(1)(b))	Duration of relationship plus 6 years
Corresponding with customers and suppliers	Identity, Contact, Business Data	Legitimate interests (Art. 6(1)(f))	Duration of relationship plus 2 years
Issuing invoices and meeting accounting and tax duties	Identity, Contact, Business Data	Legal obligation (Art. 6(1)(c))	6 years from end of financial year
Operating and improving the website through analytics	Technical Data (IP address)	Consent (Art. 6(1)(a))	Up to 14 months (Google Analytics)
Managing security and preventing misuse of the website	Technical Data (IP address)	Legitimate interests (Art. 6(1)(f))	Up to 12 months
Establishing, exercising, or defending legal claims	All categories as relevant	Legitimate interests (Art. 6(1)(f))	Duration of applicable limitation period

Where we rely on legitimate interests as our legal basis, we have carried out an assessment to satisfy ourselves that our interests are not overridden by your interests, rights, or freedoms. Where we rely on your consent, you are entitled to withdraw that consent at any time, without affecting the lawfulness of any processing carried out before its withdrawal.

## 7. How We Use Your Personal Data

The personal data we collect supports the proper conduct of our business. In practical terms, we use it to receive, confirm, and fulfil purchase orders, to arrange the delivery of goods, to issue quotations and invoices, and to respond to enquiries and provide support in connection with the goods supplied. We further use it to maintain accurate commercial records, to comply with our legal and regulatory obligations, including those arising under company law and tax law, and to protect the security and integrity of our website and systems.

Should CMI Technology EU Ltd extend its activities to include installation, maintenance, and technical support services in the future, we will use relevant personal data to arrange and deliver those services, and we will update this policy where any new processing activity requires it. We do not use your personal data for automated decision-making that produces legal or similarly significant effects, nor do we sell your personal data to any third party under any circumstances.

## 8. Disclosure of Your Personal Data

We treat your personal data with care and disclose it only where necessary for the purposes described in this policy. The recipients to whom we may disclose personal data fall into the following categories:

**Carriers and Logistics Providers:** we share delivery details with the third-party shipping companies engaged to deliver goods, including InXpress and DHL, and, where you so request, we may arrange shipment on your own carrier account.

**Manufacturers and Suppliers:** we may share relevant order information with the Manufacturers and suppliers from whom we source goods, where this is required to fulfil your order or to arrange a direct shipment.

**Professional Advisers and Service Providers:** we may disclose personal data to our accountants, auditors, legal advisers, and IT service providers, who are bound by appropriate obligations of confidentiality and data protection.

**Public Authorities:** we may disclose personal data where we are required to do so by law, by a court of competent jurisdiction, or by a regulatory or governmental authority.

Where we engage a third party to process personal data on our behalf, we put in place a written agreement that requires that party to act only on our instructions and to apply appropriate security measures, in accordance with Article 28 of the GDPR.

## 9. International Transfers of Personal Data

CMI Technology EU Ltd does not transfer the personal data it controls to any country outside the European Economic Area in the ordinary conduct of its business. Our records, correspondence, and order data are held within the European Economic Area.

One qualification applies in respect of website analytics. Google Analytics is operated by Google, and the use of that service may involve the processing of certain Technical Data, including IP addresses, by Google entities located outside the European Economic Area, including in the United States. Where any such transfer occurs, it is governed by the adequacy decision adopted by the European Commission on 10 July 2023 in respect of the EU-US Data Privacy Framework, under which Google LLC is certified, supplemented by standard contractual clauses approved by the European Commission. You may avoid this processing entirely by declining analytics cookies through our cookie banner, as described in Section 5. We keep developments concerning international transfer mechanisms under review, and we will adjust our practices where required to maintain compliance.

## 10. Data Retention

We retain personal data only for as long as is necessary to fulfil the purposes for which it was collected, including to satisfy any legal, accounting, or reporting requirements. The specific retention periods applicable to each category of processing are set out in the table in Section 6. In determining the appropriate retention period, we consider the nature and sensitivity of

the data, the purposes for which we process it, the period during which a commercial relationship subsists, and the limitation periods that apply to potential legal claims. Once personal data is no longer required, we securely delete or anonymise it, so that it can no longer be associated with you.

## 11. Security of Your Personal Data

We have implemented appropriate technical and organisational measures designed to protect personal data against unauthorised or unlawful processing, and against accidental loss, destruction, or damage, having regard to the state of technological development, the costs of implementation, and the nature of the data concerned. Such measures include access controls that restrict access to personal data to those members of staff who require it for their duties, the use of secure systems and protected network connections, and ongoing review of our security practices.

While we take the protection of personal data seriously, no method of transmission over the internet, and no method of electronic storage, can be guaranteed to be entirely secure. Any transmission of personal data to us is therefore made at your own risk, although we will continue to apply robust safeguards once that data is within our control. In the event of a personal data breach that is likely to result in a risk to your rights and freedoms, we will notify the Data Protection Commission, and, where required, the affected individuals, in accordance with Articles 33 and 34 of the GDPR.

## 12. Links to Other Websites

Our website may, from time to time, contain links to the websites of Manufacturers, suppliers, or other third parties. Such links are provided for your convenience and information only. We have no control over the content or privacy practices of those external sites, and we accept no responsibility for them. We encourage you to review the privacy policy of any website you visit through a link from our own before submitting any personal data to it.

## 13. Your Rights under the GDPR

The GDPR confers a number of important rights on individuals in relation to their personal data. Subject to the conditions and exceptions provided for in the legislation, you are entitled to exercise the following rights:

**Right of Access:** you may request confirmation of whether we process your personal data and, where we do, a copy of that data together with information about how we process it.

**Right to Rectification:** you may request that we correct any inaccurate personal data we hold about you, and complete any data that is incomplete.

**Right to Erasure:** you may request that we delete your personal data where there is no continuing lawful basis for us to retain it.

**Right to Restriction of Processing:** you may request that we suspend the processing of your personal data in certain circumstances, for example while the accuracy of the data is being verified.

**Right to Data Portability:** you may request that we provide certain personal data to you, or to another controller, in a structured, commonly used, and machine-readable format.

**Right to Object:** you may object to the processing of your personal data where we rely on legitimate interests as our legal basis, and we will cease such processing unless we can demonstrate compelling legitimate grounds that override your interests.

**Right to Withdraw Consent:** where our processing is based on your consent, you may withdraw that consent at any time, without affecting the lawfulness of processing carried out beforehand.

To exercise any of these rights, please contact us using the details in Section 14. We will respond to any valid request without undue delay, and in any event within one month of receipt, although this period may be extended by a further two months where the request is complex or where we have received a number of requests. We do not charge a fee for handling a request unless it is manifestly unfounded, excessive, or repetitive. In order to protect your data, we may need to verify your identity before acting on a request.

#### 14. Contact Details

Any question, request, or concern relating to this policy, or to the manner in which we handle your personal data, may be addressed to us using the following details. We are committed to resolving any matter you raise promptly and fairly.

CMI Technology EU Ltd, 6 Fern Road, Sandyford, Dublin 18, Ireland.

Telephone: +353 15392728.

Email: [info@cmitechnology.ie](mailto:info@cmitechnology.ie).

#### 15. Right to Lodge a Complaint

Should you consider that our processing of your personal data infringes the GDPR, you are entitled, without prejudice to any other remedy, to lodge a complaint with the supervisory authority in Ireland. The relevant authority is the Data Protection Commission, whose contact details are set out below. We would, however, welcome the opportunity to address your concerns directly before you approach the Commission, and we encourage you to contact us in the first instance.

Data Protection Commission, 21 Fitzwilliam Square South, Dublin 2, D02 RD28, Ireland.

Website: [www.dataprotection.ie](http://www.dataprotection.ie).

Telephone: +353 (0)1 765 0100 or 1800 437 737.

## **16. Changes to this Privacy Policy**

We keep this policy under regular review and may update it from time to time in order to reflect changes in our practices, in the goods and services we provide, or in the applicable law. Where we make a material change, we will revise the effective date stated at the head of this document, and, where appropriate, we will draw the change to your attention. We encourage you to revisit this policy periodically so that you remain informed about how we protect your personal data. Your continued use of our website following the publication of an updated policy constitutes acknowledgement of the revised terms.

# CMI TECHNOLOGY EU LTD RETURNS AND REFUND POLICY

**Effective date: June 2026**

## 1. Introduction and Scope

CMI Technology EU Ltd supplies advanced Wi-Fi mesh networking hardware to business customers throughout the European Union. The purpose of this policy is to set out, in practical terms, the circumstances in which goods may be returned, the procedure that must be followed, and the basis on which any repair, replacement, or refund will be provided. The policy should be read together with our Standard Terms and Conditions of Supply, and in particular Clause 5 (Quality of Goods) and Clause 9 (Returns), which it supplements and explains in greater detail. Where any conflict arises between this policy and the Terms and Conditions, the Terms and Conditions shall prevail.

Because CMI Technology EU Ltd contracts exclusively with business customers, and not with consumers, the statutory consumer protections that apply to consumer sales, including the cancellation and withdrawal rights conferred by the Consumer Rights Act 2022 and by Directive 2011/83/EU, do not apply to purchases made under our Terms and Conditions, except to the extent that any such protection applies as a matter of law and cannot be excluded by agreement. Where a customer is nonetheless held to be a consumer under applicable law, nothing in this policy shall limit or exclude any mandatory statutory right that cannot lawfully be excluded. The arrangements described below are contractual arrangements that we offer to our business customers, governed by the Sale of Goods Act 1893 and the Sale of Goods and Supply of Services Act 1980.

## 2. General Principle: Prior Authorisation Required

No goods may be returned to CMI Technology EU Ltd without our prior written authorisation. Any goods sent back to us without such authorisation may be refused on delivery, or returned to the customer at the customer's expense. We operate this requirement so that each return can be logged, assessed, and processed efficiently, and so that the correct outcome, whether repair, replacement, or refund, can be identified before the goods are despatched to us.

To request authorisation, the customer must contact us at [info@cmitechnology.ie](mailto:info@cmitechnology.ie), quoting the original order or invoice number, the product details, the quantity concerned, and the reason for the return. On approval, we will issue a returns authorisation reference, which must accompany the goods on their return.

## 3. Returns Procedure

The procedure for returning goods is straightforward, and adherence to each step is a condition of acceptance. The principal stages are summarised below.

**Request Authorisation:** the customer submits a return request to us in writing, providing the order or invoice number and the reason for the return.

**Receive Authorisation:** we review the request and, where it is approved, issue a returns authorisation reference at our sole discretion.

**Prepare the Goods:** the customer securely packs the goods, encloses a list of the items, and attaches the returns authorisation reference to the package.

**Return the Goods:** the customer returns the goods within 14 days of the date of authorisation, either to the address stated on the authorisation, or by making the goods available for collection by our nominated carrier, as we determine.

Step	Action	Responsible Party	Timeframe
1	Notify defect or shortage on delivery	Customer	Within 5 Business Days of delivery
2	Submit returns authorisation request	Customer	Before sending any goods back
3	Issue returns authorisation reference	CMI Technology EU Ltd	At our discretion
4	Return authorised goods to us	Customer	Within 14 days of authorisation
5	Test and assess returned goods	CMI Technology EU Ltd	On receipt
6	Process repair, replacement, or refund	CMI Technology EU Ltd	Following assessment

#### 4. Eligibility Criteria

Eligibility for a return depends on whether the goods are faulty or non-faulty.

**Faulty Goods:** goods qualify as faulty where they are in breach of the warranty set out in Clause 5.1 of our Terms and Conditions, namely where, on delivery, they fail to conform in all material respects with the applicable specification, or contain a material defect in design, materials, or workmanship. The customer must notify us of any damage, shortage, or defect apparent on delivery within five Business Days, in accordance with Clause 4 of the Terms and Conditions.

**Non-Faulty Goods:** where the customer wishes to return goods that are not faulty, for example goods ordered in error, acceptance is at our discretion. Such goods must be unused, in their original and unopened packaging, with all seals intact, and in a fully saleable condition.

#### 5. Condition and Packaging Requirements

All goods returned to us, whether faulty or non-faulty, must be properly and securely packaged so as to prevent damage in transit. The original packaging should be used wherever possible, and the returns authorisation reference must be clearly visible. Goods that arrive damaged as a result of inadequate packaging, where that damage is not connected to the fault claimed, may be rejected, or may be subject to a deduction reflecting the reduction in value. The customer remains responsible for the goods, and bears the risk in them, until they are received by us.

## 6. Refunds

Where we determine that a refund is the appropriate outcome, the following arrangements apply.

**Method of Refund:** any refund will be issued to the original method of payment, or, where the customer holds a credit account with us, applied as a credit to that account, at our discretion.

**Amount of Refund:** for faulty goods accepted under warranty, we will refund the full price of the goods concerned. For non-faulty goods that we agree to accept, the refund may be reduced by a reasonable administration or restocking charge, and by the cost of returning the goods to a saleable condition where that is required.

**Timing of Refund:** any refund due will be processed without undue delay once the returned goods have been received and assessed, and, where applicable, once testing has been completed in accordance with Section 7.

We will not consider any claim for a refund, indemnity, or compensation under the manufacturer warranty unless and until the claim has been established or agreed with the relevant Manufacturer, where applicable.

## 7. Faulty Goods and Testing

We reserve the right to test all goods returned to us as faulty, in order to verify the nature of the defect. Where testing establishes that the goods are faulty, we will, at our option, repair the goods, supply replacement goods, or issue a refund in accordance with Section 6. Where testing establishes that the goods are not faulty, we reserve the right to return them to the customer at the customer's expense, and to levy a reasonable charge to cover the cost of the testing carried out. Goods supplied as software are supplied "as is", and the arrangements applicable to such goods are those set out in Clause 5.3 of the Terms and Conditions.

## 8. Repair or Replacement

In many cases involving faulty goods, repair or replacement will be the most appropriate remedy, and the choice between repair, replacement, and refund rests with CMI Technology EU Ltd. Any repaired or replacement goods supplied are themselves subject to the Terms and Conditions, including the quality warranty, for the remainder of the original warranty period applicable to the goods returned. Where a manufacturer advance-replacement arrangement applies, we will administer that arrangement in accordance with the relevant Manufacturer's terms.

## 9. Exclusions

Certain goods and circumstances fall outside the scope of this policy, and returns will not be accepted in the following cases.

**Non-Standard or Custom-Specification Goods:** goods manufactured, configured, or supplied to a specification provided by the customer cannot be cancelled or returned, save where they are faulty.

**Opened or Used Goods:** non-faulty goods that have been opened, used, installed, or whose seals have been broken, and which are therefore no longer in a saleable condition.

**Software and Licensed Products:** software supplied "as is", and any licensed or digitally delivered products, except to the extent of the limited remedy provided under Clause 5.3 of the Terms and Conditions.

**Goods Returned Out of Time:** goods returned after the 14-day period following authorisation, or goods in respect of which the required notification of defect or shortage was not given within the time limits set out in the Terms and Conditions.

**Damage Caused After Delivery:** goods damaged as a result of fair wear and tear, misuse, negligence, abnormal working conditions, or any alteration or repair carried out without our written consent.

## 10. Costs and Carriage

Where goods are returned because they are faulty, and the fault is confirmed on testing, we will bear the reasonable cost of return carriage, or arrange collection by our nominated carrier. Where non-faulty goods are returned at the customer's request, the cost of return carriage is borne by the customer, and the goods must be delivered to us, or made available for collection, on a delivered-duty-paid basis, with all charges settled by the customer. Risk in the goods remains with the customer until the goods are received by us at the designated address.

## 11. Rejected Returns

We reserve the right to reject any goods returned to us that do not comply with the requirements of this policy or of Clause 9 of the Terms and Conditions. Where we agree, at our discretion, to accept non-faulty goods that are not in a fully saleable condition, we reserve the right to charge the customer the cost of restoring those goods to a saleable condition, in addition to any administration charge that may apply. Rejected goods will be held available for the customer to collect, or returned to the customer at the customer's expense.

## 12. Contact

To initiate a return, or for any question concerning this policy, please contact us using the details below. We aim to handle every return request promptly, fairly, and in accordance with the standards described here.

CMI Technology EU Ltd, 6 Fern Road, Sandyford, Dublin 18, Ireland.

Telephone: +353 15392728.

Email: [info@cmitechnology.ie](mailto:info@cmitechnology.ie).