

Carousel Avaya Cloud Office powered by RingCentral, Inc. terms and Conditions of Sale of Hardware

1) Definitions

- i) Where used in these Terms and Conditions of Sale of Hardware:
 - ii) "Authorized Representative" means any person who holds the job title and office of General Manager, Finance Director or Vice-President.
 - iii) "Customer" means you or any of your subsidiaries purchasing Product from Carousel.
 - iv) "Conditions" means these Terms and Conditions of Sale.
 - v) "Contract" means any agreement for the purchase and sale of Products between Carousel and Customer which result from a Purchase Order submitted to and accepted by Carousel under these Conditions.
 - vi) "Contract Date" means the date upon which a Purchase Order is accepted by Carousel.
 - vii) "Force Majeure" means, without limitation, any acts of God, government, war, terrorism, riot, fire, floods, earthquakes, explosions, strikes, lockouts, cessation of labor, trade disputes, breakdowns, accidents of any kind or any other causes which, in all cases, are beyond the reasonable control of Carousel (including delay or shortages by its Suppliers).
 - viii) "Products" means the hardware, software, or any combination thereof, and related documentation, identified in the Website, <https://www.Carousel.com/office/voip-phone.html> which are made available for purchase and/or license by Customer pursuant to a Contract. Products shall be new or like-new, unless Customer requests refurbished Product. Carousel will fulfil Purchase Orders for refurbished Product to the extent Carousel has refurbished Product available.
 - ix) "Purchase Order" means Customer's submission of a written or electronic order for Products through the Website or other documentation indicating name, quantity and pricing of Products to be purchased.
 - x) "Carousel" means Carousel, Inc. and its subsidiaries.
 - xi) "Supplier" means the supplier, licensor, publisher, manufacturer or other third party provider of Products.
 - xii) "Website" means the portal hosted by Carousel Avaya Cloud Office through which Products are made available for purchase.
- b) As used in these Conditions, (i) any reference to a statute shall be construed as a reference to that statute as amended, re-enacted or otherwise modified from time to time, (ii) the term "including" will always be deemed to mean "including, without limitation", (iii) a definition is equally applicable to the singular and plural forms of the feminine, masculine and neuter forms of the term defined, and (iv) any headings in these Conditions are for convenience only and shall not affect the interpretation of any terms.

2. General Ordering Terms.

- a. Customer may purchase Products under these Conditions by issuing a Purchase Order to Carousel Industries. Only a Purchase Order submitted by Customer shall constitute an offer to contract subject to these Conditions. All Purchase Orders are subject to acceptance by Carousel.

1 No additional or alternative terms or conditions or any alteration to these Conditions proposed by the Customer contained or referred to in a Purchase Order or other form submitted to Carousel shall be deemed to apply unless they are expressly accepted in writing by an Authorized Representative of Carousel with respect to that Purchase Order.

- b. Customer's subsidiaries shall be defined as any entity which the Customer controls or owns more than 50% of its shares. Customer guarantees full and prompt payment to Carousel of any sums as they fall due for any Purchase Orders placed hereunder by Customer's subsidiaries.

3. Cancelling & Rescheduling Purchase Orders.

- a. Except as set forth below, no Purchase Order which has been accepted by Carousel may be cancelled or rescheduled by Customer except with written agreement by Carousel.

4. Limited Product Return Right.

- a. Product may be returned by Customer for any reason within thirty (30) days of delivery of the Product ("Return Period"), and Carousel will accept the return and provide a refund to Customer of the price paid by Customer for the Product, or a lesser amount depending on the condition of the returned Product, as set forth below. The refund shall also include taxes and any fees, duties and similar charges that were paid by Customer to Carousel and refundable. The refund will not include the shipping fees associated with the purchase of the Product. The amount of the refund will be dependent on the condition of the returned Product, such condition determined solely by Carousel. If the Product is, in Carousel's sole discretion, in such a condition that it cannot be resold, no refund will be provided. Customer shall contact Carousel to arrange for any such return. All returns under this Section 4 are subject to a twenty-five US dollar (\$25.00) processing fee (which includes shipping charges to return the Product) (a "Return Processing Fee") that shall be charged to Customer by Carousel. The Return Processing Fee will be assessed on each returned Product and will be collected at the time of processing Customer's return request

5. Prices.

- a. The price of Products on the Contract Date shall be the quoted price. All prices and charges are exclusive of the cost of shipping, delivery and insurance, if any, as well as applicable value added tax (VAT), sales, use, consumption, privilege, gross sales tax (GST), and other taxes (other than taxes based upon Carousel's net income), duties or customs fees for which the Customer shall be additionally liable for paying. In addition, prices exclude any copyright levies, waste and environment fees and similar charges that Carousel by law or statute may charge or collect upon in accordance with such laws or statutes.
- b. Customer will be responsible for any sales, uses, excise, value added, services, consumption, and other taxes and duties payable by Customer on any Products purchased by Customer where the tax is imposed on Customer's acquisition or use of such Products and the amount of tax is measured by Customer's costs in acquiring such goods or services. Customer shall make all payments of any such taxes to Carousel without reduction for any withholding taxes, which shall be Customer's sole responsibility. All taxes shall be paid by Customer to Carousel unless

Customer provides Carousel with a valid certificate of exemption acceptable to the appropriate taxing authority.

6. Invoicing and Payment.

- a. Customer shall pay the purchase price, without any deduction or set-off, within thirty (30) days from the date of the invoice which shall be issued to Customer on the date that Products are shipped. Invoices shall be issued by Carousel to Customer upon delivery of the Products in accordance with Section 7.
- b. Customer shall make payment to Carousel in the currency indicated on the invoice.
- c. All express deliveries may be subject to additional shipping charges regardless of invoice value.
- d. If: (i) Customer fails to make any payment under any Contract when due; (ii) Customer is a body corporate and any resolution or petition to wind up Customer's business (other than for the purpose of amalgamation or reconstruction) is passed or presented; or (iii) Customer is an individual or a partnership, and any grounds arise for the application for a bankruptcy order made under applicable bankruptcy and/or insolvency laws (an "Act of Bankruptcy"), then, without prejudice to any other right or remedy available to Carousel, the full price of all Products delivered to Customer under any Contract, but not paid, shall become immediately due (notwithstanding any previously agreed credit terms) and Carousel may take any or all of the following courses of action:
 - i. by notice, suspend or terminate any Contract or any part thereof, without liability, stop any Products in transit and, at its discretion, subject to Section 8, enter Customer's premises to recover Products for which payment has not been made in full;
 - ii. charge Customer interest, both pre- and post-judgment, on any unpaid amount past due, at the rate of 2.5% per month, or the maximum rate allowed by law, until full payment is made. For clarity, a part of a month shall be treated as a full month for the purpose of calculating interest;
 - iii. set-off any amounts due against any credit note, balance or other liability issued by Carousel to Customer;
 - iv. appropriate any payment made by Customer for such Products as Carousel may deem fit (notwithstanding any purported appropriation by Customer); and/or
 - v. alter Customer's payment terms, which may include withdrawing or altering any credit limit previously granted, requiring prepayment, and demanding adequate assurance of due performance by Customer through the provision of a bank guarantee.

7. Delivery, Risk of Loss, and Title

Customer agrees that all deliveries of Products (including deliveries after repair or replacement) will be made as follows:

- a. Delivery. Unless Carousel provides Customer with express written confirmation of a different delivery term, all deliveries of Products will be made FCA (INCOTERMS 2010) at the delivery point specified by Carousel. Notwithstanding the agreed delivery term, Carousel may

charge Customer for shipping and handling charges, which may be reflected as a separate line item on Carousel's invoice.

- b. Title and Risk of Loss. Title and Risk of Loss to all Products will pass to Customer when the Products are transferred to a carrier at Carousel's designated shipping location. Title to Software provided under this Agreement will remain solely with Carousel and its licensors. Notwithstanding the foregoing, should Customer fail to pay Carousel for Products within thirty (30) days of shipment, Title may, in Carousel's sole discretion revert back to Carousel upon written notice to Customer.
- c. Any dates quoted for delivery of the Products are approximate only and Carousel shall not be liable for any delay in delivery of the Products however caused. Any Products may be delivered by Carousel in advance of the quoted delivery date upon giving reasonable notice to Customer.
- d. If the destination of the Products is not in the same country as Carousel's designated shipping location, Carousel may arrange on behalf of the Customer, for its shipping vendor to deliver the Products in the destination country. The foregoing in the understanding that: i) the shipment of the Products to the destination country is permitted by Carousel, its Supplier, OEMs, and applicable regulations; ii) the delivery term will remain FCA (Incoterm 2010) Carousel's designated shipping point; iii) Customer remains responsible for all charges as described in Section 5(a); iv) Carousel shipping agent accepts to manage the exportation and importation of the Products for the Customer; and, v) Customer will remain responsible for import and export regulations and compliance with applicable laws, including without limitation Section 15 Compliance with Laws of these terms
- e. Claims for non-delivery of Products must be made in writing to Carousel within five (5) working days from: (i) the date of invoice; or (ii) receipt of partial delivered of the Products, if any. Customer agrees to notify Carousel promptly in the event Customer receives the invoice prior to receipt of the Products.
- f. Customer agrees to accept partial delivery of Products ordered unless otherwise mutually agreed by the parties in writing. Where the parties agree in writing that a shipment must be sent complete, Customer agrees to accept allocations of Product in the event of shortage by Supplier. Where the Products are delivered in installments, each delivery shall constitute a separate Contract. Failure by Carousel to deliver any one or more of the installments in accordance with these Conditions or any claim by Customer in respect of any one or more instalments shall not entitle Customer to treat a Contract as repudiated or to cancel any other instalment.
- g. If Customer fails to take delivery of the Products within 48 hours after the scheduled date of shipment, or fails to give Carousel adequate delivery instructions in its Purchase Order, then, without prejudice to any other right or remedy available, Carousel may: (i) store the Products until actual delivery and charge Customer for the reasonable costs thereof, including insurance costs; (ii) terminate the Contract forthwith and sell the Products; or iii) ship the Products by a freight forwarder to Customer's business location business location indicated in the correspondent purchase order with Customer remaining responsible for all reasonable freight and insurance costs. Title and Risk of Loss will pass when the Products are transferred to the freight forwarder at Carousel's, or its Supplier's, designated shipping location.

- h. Customer shall bear any and all costs (including original and return carriage costs) associated with any unjustified refusal of delivery of Products ordered pursuant to a Contract.
- i. Customer's right to possess any Products, for which payment has not made shall immediately cease: (i) after the appointment of a receiver to its property; (ii) after it has been placed in liquidation or administration; (iii) when and if Customer makes an arrangement for the benefit of creditors generally, suffers or permits the appointment of an administrator, administrative receiver or receiver for its business or assets, or avails itself or becomes subject to any proceeding under any applicable bankruptcy laws; (iv) if Customer is unable to pay its debts within the meaning of applicable bankruptcy and insolvency laws; (v) if Customer, not being a company, has become bankrupt; or (vi) if Customer otherwise ceases to trade or threatens to cease to trade.

8. Publications & Specifications.

- a. Any and all specifications, descriptions, photographs, measurements, capacities or illustrations contained in any catalogues, price lists, brochures, leaflets, proposals, advertising matter, publications of Carousel or a Supplier are intended to be illustrative and approximate only and shall not form part of a Contract or constitute a representation, warranty or condition regarding any Products unless specifically agreed by written agreement between the Customer and Carousel. No employee or agent of Carousel (or any entity acting on Carousel's behalf) has any authority to make any representation regarding the Products. Customer acknowledges that it has not been induced to accept these Conditions by any representations or statement, oral or written, not expressly contained herein.

9. Warranty.

- a. Customer understands that Carousel is not the Supplier of the Products. Accordingly, all Products are sold subject to the express warranty terms, if any, specified by the original Supplier of the Products. Any software supplied to Customer pursuant to a Contract is supplied subject to the provisions of the Supplier's licensing terms. Carousel will pass through to Customer all warranties that Carousel is expressly authorized by the original Supplier to pass through to Customer.
- b. Carousel represents and warrants that title to all Products shall be free from all security interests, liens, and encumbrances at the time of delivery to Customer. The foregoing shall not be construed, and Carousel does not provide, any warranty against infringement of a third-party intellectual property right. Any warranties, conditions or other terms implied by common law or statute or otherwise in connection with these Conditions (except to title, in the case of Products) are hereby expressly excluded to the fullest extent permitted by law, save for fraudulent misrepresentation.

10. Warranty Assistance.

- a. For all Returned Products (whether pursuant to a Warranty Claim or otherwise) Carousel will, on the Customer's behalf, initiate an RMA request with Supplier. Following an RMA request, Carousel shall issue an RMA number and issue a shipping label to Customer via electronic exchange (an "RMA").
- b. Customer shall immediately notify Carousel if any Products supplied to Customer prove to be defective in quality or condition within the Supplier's warranty period (the "Claim"). Upon receipt of notification of such Claim, Carousel shall notify Customer whether, as a matter of Supplier policy, the Claim must be handled directly with the Supplier or indirectly through Carousel. In the event the Claim must be handled directly between Customer and Supplier, Carousel shall provide contact information to enable Customer to contact Supplier. In the event the Claim will be handled by Carousel, then Carousel shall provide Customer with a return material authorization ("RMA") for Customer to return the Products to Carousel, and Customer shall return such Products to Carousel in accordance with these Conditions and Carousel's then current RMA policy (which shall be made available to Customer upon request).
- c. No Products may be returned to Carousel without a valid RMA number displayed on the Products packaging. Any Products returned without a valid RMA number displayed on the Products packaging will be refused or returned. Carousel shall not be obligated to ship replacement Products to Customer until Carousel is in receipt of the original Products being returned. Notwithstanding the foregoing, upon receipt of notification of any warranty claim within the first ninety (90) days after receipt of the Product by Customer, Carousel shall process such warranty claim per Supplier procedures and ensure the shipment of a replacement Product to Customer. Replacement Product may be new or used. After the first ninety (90) days from receipt of the Product by Customer, and unless otherwise directed by Carousel, the Customer must contact the Supplier directly for any warranty repair or replacement services.
- d. During the first ninety (90) days after Customer's receipt of the Product, Carousel is responsible for all shipping fees associated with a warranty claim (including, without limitation, both return of the defective Product and shipment of the replacement Product). Customer shall be responsible for any such shipping costs for warranty claims made after such initial ninety (90) day period.
- e. Customer agrees that Carousel's sole liability to Customer regarding any Product defect claims is limited to the administration of such claims with the Supplier, and as set forth herein. After the first ninety (90) days from Customer's receipt of Product, Carousel's liability to Customer regarding any Product defect claims is limited to and is expressly contingent upon Carousel's ability to obtain a refund, credit or replacement Products from the Supplier. Carousel has no obligation to accept a return of Products where the Customer fails to comply with Supplier's policy on Product returns.
- f. Carousel shall not be liable or responsible for administering any defect or other claim which arises from normal wear and tear, misuse, negligence, accident, abuse, use not in accordance with Supplier's Product documentation, modification or alteration not authorized by Supplier, or use in conjunction with a third party product. Carousel reserves the right to determine whether any Products are defective.

11. Warranty Returns.

- a. Any Products returned pursuant to an RMA issued by Carousel must be shipped to Carousel within seven (7) working days of the date of such RMA. Following an RMA request, Carousel shall issue an RMA number and issue a shipping label to Customer via electronic exchange.
- b. Customer irrevocably authorizes Carousel to carry out any necessary tasks related to the repair or replacement of Products on behalf of Customer under these Conditions.
- c. Unless Carousel collects Products using its own carrier, Customer agrees that Carousel shall not be liable for any loss or damage to Products returned to Carousel.

12. Limitation of Liability.

CAROUSEL'S LIABILITY FOR ANY DIRECT LOSS OR DAMAGE ARISING OUT THESE CONDITIONS AND ANY CONTRACT FOR THE SALE AND PURCHASE OF PRODUCTS HEREUNDER SHALL BE LIMITED TO, AND SHALL UNDER NO CIRCUMSTANCES EXCEED THE PRICE PAID BY CUSTOMER FOR THE PRODUCTS GIVING RISE TO THE CLAIM (EXCLUDING APPLICABLE TAXES). CAROUSEL SHALL HAVE NO LIABILITY UNDER THESE CONDITIONS OR ANY CONTRACT IF CAROUSEL HAS NOT RECEIVED PAYMENT OF THE TOTAL INVOICE PRICE OF THE PRODUCTS GIVING RISE TO THE CLAIM. EXCEPT AS EXPRESSLY PROVIDED IN THESE CONDITIONS, CAROUSEL AND ITS SUPPLIERS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY FINANCIAL, CONSEQUENTIAL OR OTHER LOSS OR DAMAGE CAUSED TO CUSTOMER BY REASON OF ANY REPRESENTATION, WARRANTY (EITHER EXPRESS OR IMPLIED), CONDITION OR OTHER TERM, OR ANY DUTY AT COMMON LAW; OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, REVENUE, RECORDS OR DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, DAMAGE TO REPUTATION OR GOODWILL, OR ANY MATTER BEYOND ITS REASONABLE CONTROL) OR FOR ANY OTHER CLAIMS FOR COMPENSATION HOWEVER CAUSED (WHETHER CAUSED BY THE NEGLIGENCE OF CAROUSEL, ITS EMPLOYEES, AGENTS, SUPPLIERS OR OTHERWISE) WHICH ARISE OUT OF OR IN CONNECTION WITH THESE CONDITIONS OR A CONTRACT HEREUNDER, EVEN IF CAROUSEL OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, LIABILITY OR DAMAGES.

- c. Nothing contained herein shall be construed as excluding or limiting Carousel's liability for death or personal injury caused by Carousel's negligence, or willful misconduct.

13. Intellectual Property Rights.

- a. Customer acknowledges that the Products are the intellectual property of the Suppliers and, to the extent any logos, copyrights, trademarks, or similar intellectual property of Carousel or its partners are affixed to Products, Carousel or its partners, as applicable. Nothing contained herein shall be deemed to grant any right or title to such intellectual property to Customer. Customer further agrees not to translate, reverse compile or disassemble any software. Customer

will not remove, alter or destroy any form of copyright notice, proprietary markings, serial numbers, or confidential legends placed upon or contained within any Products.

- b. Customer understands and agrees that Carousel will not and has no duty to indemnify, defend or hold Customer or a third party harmless from or against any claims, losses, liabilities, damages, costs and expenses, judgments or settlement amounts arising out of or in connection with the actual or alleged infringement of a third party's intellectual property rights, except and only to the extent that a Supplier has expressly agreed to offer such indemnification and defense to Customer on a pass through basis. In addition, Carousel will pass through to Customer all indemnities made available by Supplier that Supplier has expressly authorized Carousel to pass through to Customer.
- c. Nothing contained herein shall be construed as authorizing or granting to Customer any right or license to use any logo, trademark or trade name of Carousel, or any Supplier, any license of which shall be subject to separate agreement including any then current policies of Carousel, or its Suppliers, as appropriate.

14. Force Majeure.

- a. Neither party shall be liable to the other party or be deemed in breach of these Conditions or any Contract by reason of delay or failure to perform if such delay or failure to perform was caused by Force Majeure.
- b. In the event of a Force Majeure event: (i) the party claiming Force Majeure shall, as soon as commercially practicable, notify the other party of such Force Majeure event provided the notifying party shall incur no liability for its failure to give such notice; (ii) the notifying party's duty to perform shall be suspended for the duration of the Force Majeure event; and (iii) the time of performance for the party impacted by the Force Majeure event shall be extended by a period equal to the duration of said Force Majeure event.
- c. In the event a Force Majeure event should continue for more than ninety (90) days, either party may, by written notice to the other, cancel a Contract insofar as Products remain undelivered under said Contract. Upon such cancellation, Carousel shall have no obligation to deliver and Customer will have no obligation to accept delivery of or pay for the undelivered Products, but the Contract shall remain in full force and effect regarding all Products delivered prior to the date of cancellation.

15. Compliance with Laws; Export.

- a. Customer acknowledges that the Products and any technical data related thereto is licensed or sold subject to and controlled by the export laws of: (i) the United States ("US") including its Export Administration Regulations; (ii) the European Union ("EU") and countries within the European Free Trade Area ("EFTA"); and (iii) any other government with jurisdiction (collectively the "Export Control Laws") and Customer hereby agrees not to export, re-export or otherwise distribute

Products, or direct products thereof, in violation of any Export Control Laws. Customer acknowledges that the US government and/or the member states of the EU and EFTA, or another country's government, may require licensing or other authorization prior to export.

- b. Customer warrants that it will not export or re-export any Products with knowledge that they will be used in the design, development, production, or use of chemical, biological, nuclear, or ballistic weapons, or in a facility engaged in such activities, unless Customer has obtained prior written approval from the appropriate department of the US Government or any other government with jurisdiction. Customer further warrants that it will not export or re-export, directly or indirectly, any Products to embargoed countries or sell Products to prohibited companies or individuals, as defined by applicable Export Control Laws.
- c. It is Customer's sole and exclusive responsibility to obtain any and all appropriate approvals from the applicable government entities, which may include the US government, the United Kingdom, and/or member states of the EU and EFTA or any other government with jurisdiction, prior to exporting such Products, or any technical data related thereto, from the country where the Products were delivered by Carousel pursuant to Section 7. Customer will also be responsible to comply with the importation regulations applicable in the country of destination of the Products. Carousel shall not be responsible for any costs, importation duties, liabilities or damages resulting from Customer's failure to obtain any such required authorization. Customer understands that the Export Control Laws and importation laws may change from time to time. It is Customer's sole and exclusive responsibility to obtain guidance of counsel or other appropriate channels to ensure its compliance with these laws.
- d. Customer and Carousel warrant they will not take any action or permit or authorize any action which will render the other party liable for a violation of any applicable anti-corruption and anti-bribery laws and: (a) will not violate or cause the other party to violate such laws in connection with the sale and distribution of the Products; and (b) will notify the other party in writing if any of its owners, partners, principals, directors or officers are or become officials, officers or representatives of any government or political party or candidate for political office.
- e. Customer shall comply with all applicable laws pertaining to hazardous substances, and electric or electronic waste, which may include, but is not limited to, EU Directives 2002/95/EC (Restriction on Hazardous Substances) and 2002/96/EC dated January 27, 2003 (Waste Electrical and Electronic Equipment) ("WEEE") generally and as instated within each country into which Products are imported, exported or otherwise distributed by Customer, such obligation which shall include registering as a "producer" under applicable WEEE legislation.
- f. Customer shall indemnify, defend and hold Carousel harmless from any violation or alleged violation by Customer of the terms of this Clause. Upon Carousel's request, Customer agrees to confirm, in writing, its compliance with applicable Export Control Laws and applicable importation regulations.

16. Additional Terms of Sale

- a. Notwithstanding anything to the contrary herein, Carousel and its Suppliers reserve the right to make any changes in the specifications of the Products, without notice to Customer, which are required in order to conform to any statutory or other legal requirements or which do not materially affect the performance of the relevant Products.
- b. Any Products which are subject to guidelines, restrictions or provisions imposed by a Supplier are sold, supplied and delivered to Customer subject to any such guidelines, restrictions or provisions, which will be provided to Customer upon request.

17. Choice of Law & Venue.

- a. These Conditions, and any Purchase Order placed under them shall be governed by the laws, and be subject to the exclusive jurisdiction of the courts set forth below.
- b. For Purchase Orders submitted to Carousel UK Limited: These Conditions and any dispute, claim or controversy arising out of, or relating to these Conditions, including formation, interpretation, breach or termination of these Conditions, a Purchase Order or a Contract, will be governed by and intended to be construed under the laws of England and Wales. Any related action, lawsuit, or proceeding shall be brought in and adjudicated by the by the courts of England and Wales.
- c. For Purchase Orders submitted to Carousel Inc, or any other Carousel's subsidiary or affiliate: These Conditions and any dispute, claim or controversy arising out of, or relating to these Conditions, including formation, interpretation, breach or termination of these Conditions, a Purchase Order, or a Contract, will be governed by New York State laws, excluding Conflict of law principles. The parties agree that Supreme Court of the State of New York, New York County, or the United States District Court for the Southern District of New York, shall have sole and exclusive jurisdiction and venue over any matter arising out of these Conditions and any orders placed under them, and each party hereby submits itself and its property to the venue and jurisdiction of such courts.
- d. The UN Convention on Contracts for the International Sale of Goods does not apply.
- e. Each party waives any right it may have to claim that the chosen jurisdiction under these Conditions is not a convenient forum and expressly waives any right to a jury trial regarding disputes related to these Conditions.

18. Miscellaneous.

- a. **Assignment.** Customer may not transfer or assign these Conditions to a third party by operation of law or otherwise without the prior written consent of Carousel. Carousel may assign any Purchase Order or these Conditions, in whole or in part without the consent of the Customer. Carousel shall endeavor to provide prompt notice of any assignment to the Customer. Any assignment in violation of this Section shall be void.

- b. Waiver. Failure by either party to enforce any provision of these Conditions or a Contract shall not be deemed a waiver of the right to thereafter enforce that or any other provision of these Conditions or a Contract.
- c. Severability. In the event that any provision of these Conditions is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of these Conditions will remain in full force and effect.
- d. Notices. All notices shall be in writing and shall be sufficiently given if delivered by email to Customer's registered address in its Carousel Avaya Cloud Office Admin Portal, personally or by a reputable overnight carrier with proof of delivery or mailed by registered mail to Customer at the address provided by Customer in Customer's Carousel Avaya Cloud Office Admin Portal, and to Carousel, Inc. at 659 South County Trail, Exeter, RI 02822 Attention: Legal Department or to such other address or addressee as either party may, from time to time, specify by notice in accordance with this Clause. Notices shall be deemed given upon receipt by the addressee.
- e. The Customer has requested these terms be drawn up in English.

19. Entire Agreement.

- a. These Conditions constitute the entire agreement between the parties as to the subject matter hereof and supersedes and cancels any and all of Customer's terms and conditions, or other written or oral agreements previously existing between the parties and/or their affiliates with respect to such subject matter. Customer acknowledges that it is not entering these Conditions on the basis of any representations not expressly contained herein. Every Contract for the sale and purchase of Products as defined herein between Carousel and the Customer or any of its subsidiaries shall be subject to these Conditions, unless Customer and Carousel have signed a separate agreement regarding the subject matter herein, in which case the separate agreement will govern. Customer shall be deemed to have accepted these Conditions by the earlier of: (i) indicating acceptance to these Conditions through the Website, (ii) submitting a Purchase Order through the Website; or (iii) accepting Products from Carousel.