

SONY INTERACTIVE ENTERTAINMENT
TERMS AND CONDITIONS OF PURCHASE (“Terms”)

1. Definitions

“**Applicable Laws**” means all laws, regulations, regulatory requirements and codes of practice of any jurisdiction relating to Seller’s business or fulfilment of the Order, or referenced in the Business Principles;

“**Buyer**” means the company requesting the Goods from Seller as set out in the Order;

“**Business Principles**” means the principles for conducting business available at https://sonyinteractive.com/uploads/2023/12/SIE_BUSINESS_PRINCIPLES_121823.pdf;

“**Goods**” means the goods, services or works supplied by Seller, and includes any Specification;

“**Intellectual Property Rights**” means all patents, trade marks, copyrights and other intellectual property rights, in each case whether registered or unregistered;

“**Order**” means Buyer’s order form together with the terms of any other document expressly referred to in such order form;

“**Personal Information**” means (a) any information that, alone or in combination, directly or indirectly, describes, relates to, is capable of being associated with, or could reasonably be linked to an identified or identifiable natural person or group of persons, including, for example, direct identifiers, such as name or email address, or indirect identifiers, such as IP address or account ID, or a combination of data that enables identification, and (b) any information as defined by similar terms under Applicable Laws;

“**Seller**” means the person, firm or company supplying the Goods to Buyer as set out in the Order;

“**Specification**” means any description or details of Goods provided by Seller.

2. Application. Goods shall be supplied by Seller to Buyer under these Terms which supersede and cancel any other terms and conditions (including any express or implied terms and conditions of Seller) and which shall not be varied, waived, added to superseded or excluded except by agreement in writing signed by the parties. These Terms shall prevail to the extent of any conflict with the express terms of an Order. Orders shall be accepted on the earlier of (a) Seller issuing a written acceptance of the Order; and (b) Seller doing any act consistent with the fulfilling of the Order.

3. Price and Payment

3.1 The prices payable for Goods shall be set out in the Order. The prices set out in the Order are the only amounts payable by Buyer in relation to the Order and are inclusive of packaging, packing, carriage, insurance and delivery costs but unless specified otherwise do not include any sales or similar tax on the supply of the Goods which shall be determined as at the date of despatch and shall be payable by Buyer against receipt of Seller’s invoice. Where a fixed purchase price is specified, Seller shall not vary the price or levy any surcharge.

3.2 Unless otherwise agreed: (a) Buyer’s terms of payment are 60 days from receipt of a correctly issued invoice; and (b) invoices may be issued when Goods are accepted by Buyer.

3.3 Payment may be delayed (but no prompt payment discount shall be forfeited) if Seller fails to quote Buyer’s purchase order number on the relevant invoice.

3.4 Buyer shall be entitled to set off against the price of any Goods any sums owed to Buyer by Seller and such rights of set off shall apply to and against the beneficiary of any novation or assignment of any debt owed by Buyer.

4. Quality Control

4.1 The quantity, quality and description of the Goods shall be as specified in the Order and/or in any applicable Specification.

4.2 Buyer shall be entitled at any time before delivery to cancel the Order or any part thereof without incurring any cost or liability to Seller.

5. Obligations of Seller

5.1 Where Buyer provides to Seller any equipment and/or materials Seller accepts full responsibility for their proper storage, safe custody and method of use. Seller accepts the risk of loss of or damage to such equipment and/or materials, which shall at Seller’s expense be returned to Buyer or otherwise disposed of in accordance with Buyer’s instructions.

5.2 Where any Goods require and/or are capable of maintenance, Seller will endeavour to ensure the continued availability of service parts for a reasonable time after delivery of the Goods.

5.3 Seller shall provide Buyer with all information required to enable Buyer to understand and operate the Goods (including, but not limited to installation, commissioning, operation and maintenance). Buyer shall have the right to copy, reproduce and use any documentation provided for Buyer’s business purposes and the implementation and operation of the Goods. The right to copy, reproduce and use such documentation shall also extend to Buyer’s third-party suppliers provided that such use is required for the purposes of providing services to Buyer.

5.4 Seller shall comply with any Sony standards, guidelines and policies notified to Seller as updated by Buyer from time to time, including the Business Principles.

6. Delivery of Goods

6.1 Seller shall, at Seller's own risk and expense in all respects, deliver the Goods or undertake performance at the place or places in the manner and within the time or times specified in the Order and during Buyer's normal business hours. Time of delivery of the Goods shall be of the essence.

6.2 If the Goods are to be delivered by instalments, the Order shall be treated as a single contract and not severable.

6.3 Buyer shall not be obliged to return to Seller any packaging or packing materials for the Goods whether any Goods are accepted by Buyer.

6.4 If Seller fails to perform and/or deliver the Goods by the delivery date or times specified in the Order or extended under this sub-clause (whether or not such failure is attributable to industrial disputes or other causes beyond the control of Seller) Buyer may either grant to Seller such extension or extensions of time as Buyer considers reasonable (time being the essence of the Order as specified or so extended) or rescind the Order. If Buyer elects to rescind the Order the following provisions shall apply:

(a) Buyer shall return to Seller, at Seller's risk and expense, any Goods already delivered which by reason of the non-delivery of the balance are not reasonably capable of use by Buyer in the ordinary course of business;

(b) Seller shall promptly refund to Buyer any money paid by Buyer for, or in respect of, undelivered or returned Goods;

(c) Seller shall pay to Buyer an amount equal to the excess (if any) over the Order price of expenditure reasonably incurred by Buyer in buying other goods in place of the Goods; and

(d) Buyer shall be under no other liability to Seller for, or in respect of, rescission of the Order pursuant to the provisions of this clause.

7. Passing of risk and title in Goods

7.1 Except where otherwise agreed the risk and title in the Goods shall pass to Buyer on delivery subject to any right of Buyer to reject or return the Goods or any part of them. If Buyer makes any advance payment, title but not risk shall pass to Buyer as soon as items are allocated to the Order and Seller shall record such allocated items as Buyer's property.

7.2 Upon delivery the Goods shall not be subject to any option, charge, lien, encumbrance or other adverse right and neither Seller nor any third party shall be entitled either to retain title to the Goods or to have any equitable or other rights over such.

8. Rejection of Goods

8.1 Buyer may by notice in writing to Seller reject any or all Goods comprised in such delivery which are defective or which are not in accordance with the Order.

8.2 Buyer may at its option return any rejected Goods to Seller at Seller's risk and expense or require Seller to collect the same.

8.3 Buyer may require Seller within a reasonable time to deliver Goods which are in all respects in accordance with the Order in place of any rejected Goods or treat the tender of Goods which Buyer is entitled to reject as repudiation of the Order.

8.4 Seller shall promptly repay to Buyer any money paid by Buyer to Seller for, or in respect, of any rejected Goods not replaced by Seller under sub-clause 8.3, without prejudice to any claim of Buyer in respect of other loss or damage.

9. Warranties

9.1 Seller represents and warrants that:

(a) the Goods shall be supplied with full title guarantee;

(b) the Goods shall be free from defects in material and workmanship;

(c) the Goods shall conform to and in all respects be in accordance with the Specifications set out in the Order and any other specifications, standards, procedures and requirements agreed in writing between the parties from time to time;

(d) the Goods shall not infringe the Intellectual Property Rights of a third party; and

(e) the Goods shall comply in all respects with all Applicable Laws and are safe, of satisfactory quality, fit for their purposes and to the extent comprising services are performed diligently with a high degree of skill, care and professionalism.

9.2 Where the Goods constitute services the Seller shall:

(a) use personnel who are suitably qualified and experienced and of sufficient quantity to perform the tasks assigned to them;

(b) provide all equipment, tools and vehicles and such other items as are required to provide the services;

(c) observe all health and safety rules and regulations and other security requirements that apply at Buyer's premises;

(d) hold all Buyer materials at its own risk and maintain in good condition until returned to Buyer.

9.3 Seller shall provide Buyer with the benefit of any manufacturer's warranties in respect of the Goods.

9.4 The Goods shall be marked in accordance with any written instructions of Buyer and any applicable regulations or requirements of any carrier and be properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

10. Intellectual Property Rights. Unless Seller and Buyer agree in writing to the contrary, all Intellectual Property Rights in developed or commissioned Goods shall belong to Buyer. Seller hereby assigns to Buyer with full title guarantee all such rights for the full term thereof and agrees upon the request of Buyer to execute and deliver such documents and to do all such acts as may be necessary to

give effect to this provision. Seller confirms that the payments made under the Order include equitable remuneration for rental and that all moral rights and rights of a similar nature in respect of the Goods have or will be waived.

11. Subcontracting and Assignment. Seller shall not without the prior written consent of Buyer assign, transfer or grant any right over any Order or part thereof, or sub-contract its rights or obligations hereunder. Buyer shall be entitled to assign its rights and/or obligations upon notice.

12. Termination. Buyer shall in any event be entitled to terminate any Order immediately if:

(a) Seller commits a breach of contract; or

(b) Seller ceases or threatens to cease to carry on its business or substantially the whole of its business or disposes of its undertaking or stops or threatens to stop payment of its debts (either by judicial order or voluntarily by Seller).

13. Confidentiality

13.1 Seller shall treat as confidential all information provided by Buyer or to which Seller has access in performance of the Order and shall not disclose to any third party or use for its own benefit, or for the benefit of any third party, any such information except to the extent that it is or can be demonstrated by Seller to be in the public domain otherwise than by the breach by Seller of this clause 13, or as properly required for the purpose of an Order.

13.2 Seller shall comply with the terms of any non-disclosure agreement between Seller and Buyer ("**NDA**") and Seller shall ensure that its employees, agents and permitted sub-contractors are aware of and comply with terms of any such NDA. For the avoidance of doubt, the provisions of any NDA will take priority over this clause 13.

14. No Publicity. Seller shall obtain the prior written consent of Buyer before using Buyer's name or logo or issuing any publicity in relation to an Order.

15. Data Protection

15.1 Except as set out in clause 15.2, Seller shall not seek to process any Personal Information through the Good itself or in the context of delivering or providing the Good. If Seller must process Personal Information to deliver or provide the Good, it shall notify Buyer and the parties will implement any agreements and/or take any steps as are reasonably necessary to ensure such Personal Information is processed in accordance with Applicable Laws. Seller's failure to comply with this clause 15.1 will be deemed a material breach of these Terms and Seller shall fully indemnify Buyer from and against any third-party claims, damages, liabilities, or other costs arising from Seller's processing of Personal Information. This indemnification obligation shall not apply to Personal Information processed as a result of Buyer affirmatively submitting such Personal Information to Seller or into any Good.

15.2 Seller may process Account Management Information solely to the extent necessary to administer the business relationship between the parties or deliver the Goods to Buyer. "Account Management Information" means Personal Information related to Buyer's personnel that is necessary to administer the business relationship between the parties or that is otherwise submitted by Buyer to Seller for purposes of purchasing, signing up for, or registering for access to or use of any Good. To the extent Seller may process Account Management Information, Seller shall be the controller and process such Account Management Information in compliance with Applicable Laws.

16. General

16.1 No delay, neglect or forbearance on the part of Buyer in enforcing any term or condition of an Order shall either be deemed to be a waiver or in any way prejudice any right of Buyer under that Order.

16.2 Each Order and any disputes thereunder will be governed by the law and the courts of the place of incorporation of Buyer.

16.3 If these Terms are drafted in English and in local language, the English language version of these Terms (and any notice or other document relating hereto) shall, to the extent permitted under Applicable Law, prevail to the extent of conflict.