

Peripheral Support Services Limited

Standard Terms and Conditions of Business

The following Conditions comprise the standard terms of business of PSS Ltd and all work undertaken by the Company shall be on these terms to the exclusion of any others unless specified in writing and signed by both parties. In accepting the Quotation and engaging the Company these Conditions shall be deemed to have been accepted and shall comprise a Contract between the Parties

1. Definitions

'the Customer' The business for whom the Quotation is prepared/Services are provided
'the Company' PSS Ltd including where applicable its agents or sub-contractors acting on behalf of the Company
'the Conditions' The provisions set out below which shall constitute a contract between the parties
'the Price' The fees due to the Company from the Customer in payment for the Services
'the Quotation' The documents from the Company to the Customer setting out the Services offered by the Company to the Customer including the Price
'the Service' The work to be undertaken by the Company in accordance with the Quotation
'the Goods' Any items manufactured or supplied by the Company in connection with the Service
'the Site' the location to where delivery of the goods may be made or to where installation or commissioning services, if any, are required
'the Variation' Any change, postponement, delay or amendment to the documented Goods or Service as contained in the Quotation
'the Purchase Order' Method of engaging the Company to carry out the Service

2. Validity

The Services and Price contained in the Quotation remain valid for 60 days. The Company may withdraw or amend Quotation at any time prior to Customer acceptance.

3. Commencement and completion

3.1 The Service will commence according to the schedule outlined in the Quotation. Whilst the Company shall endeavour to adhere to the timescale as agreed in the Quotation or any variant as agreed in writing, the Company shall not be liable under any circumstances for any delays or loss howsoever caused.

4. The Price

4.1 The Price payable for the Services shall be as set out in the Quotation and are subject to VAT
4.3 No price retentions shall apply unless stated otherwise in the Quotation
4.4 Prices may be varied if the requirements change, if delays occur or any extra costs as a result of site conditions, interruptions, or any other factors without limitation beyond the control of the Company
4.5 Prices are "ex-works" and exclude packaging, carriage, insurance and other costs will be charged as extras

5. Payments

5.1 The Customer will be invoiced according to the stage payments set out in the Quotation and shall reference the Purchase Order Number
5.2 Payment is due within 30 days of invoicing by transfer to the account of the Company as designated in their invoice
5.3 Late payments shall attract a premium of 2% interest above base rate per month for the period by which the payment is late, measured as days over 30, from the date the invoice was raised.
5.5 No payments received will be refunded to the Customer for whatsoever reason
5.6 PSS reserves the right to not supply software, key, Manuals, or final connections if there is any concern regarding payment.

6. Cancellation

6.1 The Service may not be cancelled by the Customer after accepting the Quotation without the Company's written consent
6.2 The Customer shall indemnify the Company for all costs and expenses, including materials and all work in progress, occasioned by such cancellation
6.3 Any Goods which were specifically ordered or made for the contract shall be paid for in full
6.4 Any stage payments which fell due before receipt of the written cancellation shall be paid in full by the Customer
6.5 No monies already paid prior to notice of cancellation shall be refunded for whatsoever reason
6.6 The Company shall be entitled for reasonable compensation as it sees fit for loss of profits and any direct losses so incurred

7. Returns

7.1 Return of goods supplied against a Customers order (unless defective) will not be accepted unless previously agreed to in writing by the Company.
7.2 No refunds or credit will be granted and full payment will be due as per the Quotation accepted unless previously agreed to in writing by the Company. Once agreed a restocking cost of 20% plus parts and labour will be deducted. No refund is granted on special made items.

8. Title

8.1 Title in the Goods shall remain in the Company and only pass to the Customer when payment in full has been made. The Customer shall permit the Company to repossess its Goods at any time prior thereto or in the event that the goods are at the premises of a third party then the Customer shall if so requested by the Company remove the Goods from such premises and return to the Company forthwith.

9. The Company's responsibilities

9.1 The Company agrees to carry out the work according to the Quotation following a written Purchase Order from the Customer
9.2 The Company agrees to exercise all reasonable skill and care in the provision of the Services in accordance with the terms of the Quotation

10. The Customer's responsibilities

10.1 The Customer will raise a Purchase Order against the Quotation
10.2 The Customer agrees to pay the Company the charges, fees and expenses in accordance with the Quotation
10.3 The Customer agrees to pay for any agreed Variation to the Quotation
10.4 The Customer agrees to supply any Goods, Specifications or other services as necessary under the terms of the Contract
10.5 The Customer will ensure that access to the Site is available to the Company at all reasonable times if required and as particularly stated in the Quotation
10.6 The Customer must rely on its own skill and judgement in relation to accepting the Goods and Service provided by the Company

11. Exclusions

11.1 Unless otherwise stated in writing in the Quotation, the following exclusions apply to the Goods and Services
11.2 Any building or electrical work
11.3 Training or O&M manuals
11.4 and any other aspects of the Service which are judged to be reasonable exclusions

12. Liability of the Company for Loss or Damage

12.1 The Company shall not in any circumstances be under any liability to the Customer for any defect or unsuitability for any purpose of the Service for any consequential loss, damage, claim or any other liability caused whether or not due to the negligence of the Company
12.2 The total of the Company's liabilities arising under or in connection with the contract and for any subsequent phase of the work shall be limited to making good at its own expense any defects in the Service provided
12.3 The Company accepts no liability whatsoever in respect of third party claims or for consequential loss or damage of any kind and the Customer shall indemnify the Company against third party claims unless such liability be caused by faulty materials or workmanship or negligence by the Company.

13. Insurance

13.1 The Company and Customer both warrant that they hold sufficient and relevant insurance for liabilities in respect of damage to Goods, persons or property occasioned by their neglect and shall keep such insurance in force during the provision of work under the given Contract.

14. Variations and Alterations in the Price

14.1 In the event of the Site, schedules, specification, and criteria being changed howsoever arising the Company retains the right to make additional charges to the Customer for accommodation, subsistence, transportation, labour and miscellaneous costs.
14.2 Additional services requested by the Customer and not included in the Quotation will be payable within 30 days of completion of the work

15. Accelerated works

15.1 Should it be necessary to meet deadlines or timescales occasioned by delays outside the control of the Company, then the Company shall endeavour to meet such timescales but reserves the right to charge for any additional costs including overtime and weekend working. Such work shall be considered a Variation under the Contract

16. Inspection

16.1 The Customer shall be at liberty at all reasonable times to inspect the Goods or any part of the service and to comment on any aspect of the work which they do not perceive as complying with the Contract. The Company shall endeavour to resolve any matters to the satisfaction of both parties

17. Specifications

17.1 Any Specifications, designs and drawings or other documents referring to the standard of preparation of the Service shall be agreed by both parties before commencement of the work The Customer shall be solely responsible for the accuracy of same supplied to the Company and in conformity with which the Company is to supply the Service, notwithstanding that the Company may have examined, inspected or commented upon such specifications, designs, drawings and other such information.
17.2 All drawings any specifications issued by the Company may not be copied, reproduced or communicated to any third party without the Company's written consent.

17.3 The Company will endeavour to supply the Service to the accepted specifications but reserves the right to modify or otherwise alter to the nearest equivalent standards should circumstances dictate
17.4 Any performance figures quoted or referred to in any specification or documents used in preparing the Quotation are estimate only based on assumed conditions in an acceptable environment with trained operators and proper use of the equipment and materials

18. Force Majeure

18.1 Whilst every effort will be made by the Company to carry out the Service, its full performance is subject to variation or cancellation by the Company consequent on Act of God, War, Strikes, Riots, Fire, Floods, Theft, Vandalism, or any other cause beyond the reasonable control of the Company without liability for loss or damage

19. Warranties

19.1 The Company warrants that it will work to generally accepted industry standards in the provision of its services and will use staff competent to carry out the work, including subcontractors
19.2 All Goods supplied will function according to its specification provided that it has been properly maintained and operators have been trained in its use by the Company
19.3 The Company shall repair any defects, exchange or replace at its discretion, should material faults occur in the provision of any Goods within 12 months after delivery always provided that full payment has been made on the due dates
19.4 This warranty shall not apply if the defect is the result of accident, neglect or misuse of the equipment
19.5 Both parties regard Health & Safety as paramount and will act at all times under the provisions of the Act

20. Intellectual property

20.1 The Quotation is the property of the Company and has been specifically prepared on your behalf. The Quotation is tendered on the express understanding that its contents are copyright and that the ideas and proposals expressed in it are, and remain, the intellectual property of the Company

21. Confidentiality

21.1 Each party shall treat as confidential all information which is confidential to the other. Both parties will keep confidential each other's business information to which they may have access as a result of the contract. It should be understood that no information contained in the Quotation should be divulged to any third party without prior written consent.

22. Termination by the Company

22.1 The Company may terminate the Contract by giving seven days notice in writing and without prejudice under the following circumstances:
22.2 If the Customer shall fail to provide a satisfactory bank reference or should the Company discover that the Customer is not credit worthy sufficient for the value of the Service being provided
22.3 If the Customer is in arrears for a period in excess of twenty eight days after payment has become due
22.4 If the Customer commits any material breach of the Contract where such a breach is incapable of remedy
22.5 If the Customer becomes insolvent or assigns its assets for the benefit of creditors to wind up the business, dissolve, liquidate or otherwise cease to trade business in the normal course. If the Customer enters voluntary or involuntary liquidation, this Contract will automatically terminate on day prior to the filing of such petition by or against the Customer

23. Termination by the Customer

23.1 The Customer may terminate the Contract by notice in writing if
23.1.1 The Company is in material breach of any terms of the Contract which in the case of a breach capable of remedy is not remedied by the relevant party within 30 days of receipt of the Company of a notice from the Customer specifying the breach and requiring its remedy
23.1.3 The Company shall be incompetent, guilty of gross negligence in respect of its obligations or become incapable by reason of mental disorder of performing its duties hereunder
23.1.4 The Company becomes insolvent or assigns its assets for the benefit of creditors to wind up the business, dissolve, liquidate or otherwise cease to trade business in the normal course. If the Company enters voluntary or involuntary liquidation, this Contract will automatically terminate on day prior to the filing of such petition by or against the Company

24. Special Conditions

24.1 Storage: The Company reserves the right to charge for storage of Goods and associated costs should the Customer not be able to take delivery on the agreed date
24.2 Non Poaching: For the term of this agreement and for a period of six months thereafter both parties agree not to - either personally or by an agent - approach, solicit, seek out, or by any other means endeavour to entice any employee away from the other. The parties agree that damages may not be an adequate remedy for any breach of this clause and shall be entitled to a court order to enforce compliance or to stop any breach of it, actual or threatened.

25. Laws of England

25.1 The Contract shall comprise with these Terms and the Quotation the entire Agreement between the Parties and supersedes any previous understandings, commitments, agreements, representations whatsoever whether written or oral and may not be amended except in writing by a duly authorised representative of both parties hereto
25.2 The Contract shall be governed by and construed in accordance with the laws of England and the parties hereto submit to the jurisdiction of the English courts