



# Standard Terms & Conditions for the Supply of Goods and Services

## PXtech Limited

a company incorporated in England and Wales under company number **3828076**  
and whose registered office is **The Mills, Canal Street, Derby, DE1 2RJ.**

## 1. Interpretations

The following definitions and rules of interpretation apply in this Agreement:

### 1.1 Definitions

|                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Agreement</b>                    | means these terms and conditions together with the terms of any applicable Specification Document or associated invoice.                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Customer</b>                     | means the organisation or person who purchases goods and services from the Supplier.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Data Controller</b>              | means “data controller” as defined in the Data Protection Act 1998 in respect of processing undertaken on or before 24 May 2018; and “controller” in accordance with the General Data Protection Regulation (EU) 2016/679 in respect of processing undertaken on or after 25 May 2018.                                                                                                                                                                                                                                                                                                |
| <b>Data Protection Legislation</b>  | means all applicable laws and regulations, as amended or updated from time to time related to data protection, the processing of personal data and privacy, including without limitation the Data Protection Act 1998; the General Data Protection Regulation (EU) 2016/679; the Privacy and Electronic Communications (EC Directive) Regulations 2003; and any legislation that replaces or converts in to United Kingdom law any legislation relating to data protection, the processing of personal data and privacy resulting from the United Kingdom Leaving the European Union. |
| <b>Intellectual Property Rights</b> | means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable.                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Personal Data</b>                | means as set out in, and interpreted in accordance with Data Protection Legislation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Personal Data Breach</b>         | means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed in accordance with this Agreement.                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Processed</b>                    | means as set out in, and interpreted in accordance with Data Protection legislation and “ <b>Processed</b> ” and “ <b>Processing</b> ” will be construed accordingly.                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Specification Document</b>       | means a statement of work, quotation, invoice or other similar document describing the goods and services to be provided by the supplier.                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Supplier</b>                     | means PXtech Limited of The Mills, Canal Street, Derby, DE1 2RJ.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Third Party</b>                  | means any company or person who is not the Customer. For the avoidance of doubt, subsidiary and associated companies of the Company (as defined by s.1159 of the Companies Act 2006 and s.416 of the Income and Corporate Taxes Act 1988 respectively) are included (without limitation) within this definition.                                                                                                                                                                                                                                                                      |

- 1.2 The headings in this Agreement are inserted for convenience only and shall not affect its construction.
- 1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes and subordinate legislation for the time being in force made under it.
- 1.4 Unless the context otherwise requires, words a reference to one gender shall include a reference to the other genders.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.



- 1.6 A reference to a holding company or subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 [and a company shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), as a member of another company even if its share in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) as a nominee).

## 2. General

- 2.1 This Agreement shall apply to all contracts for the supply of goods and services by the Supplier to the Customer.
- 2.2 Before the commencement of any provision of services, the Supplier shall submit to the Customer a Specification Document which shall specify the goods and services to be supplied and the price payable. The Customer shall notify the Supplier immediately if the Customer does not agree with the contents of the Specification Document. All Specification Documents shall be subject to the terms and conditions of this Agreement.
- 2.3 The Supplier shall use all reasonable endeavours to complete the services within the estimated timeframe but time shall not be the essence in the performance of any services.

## 3. Price and Payment

- 3.1 The price for the supply of goods and services are as set out in the Specification Document. The supplier shall invoice the Customer prior to the delivery of goods.
- 3.2 Invoiced amounts shall be due and payable upon receipt of invoice. Any payment overdue, as detailed on the terms of the invoice, will be subject to a three percent interest charge above the Bank of England base rate on the due date of the invoice. This will be invoiced and will be added to the total outstanding debt owed by the Customer.
- 3.3 In the event that the Customer's procedures require an invoice to be submitted against a purchase order to payment, the Customer shall be responsible for issuing the purchase order before the goods and services are supplied.

## 4. Specification of Goods

- 4.1 All goods shall be required only to conform to the specification in the Specification Document. For the avoidance of doubt no description, specification or illustration contained in any product pamphlet or other sales or marketing literature of the Supplier and no representation written or oral, correspondence or statement shall form part of the contract.

## 5. Delivery

- 5.1 The date of delivery specified by the Supplier is an estimate only. Time for delivery shall not be of the essence of the contract and the Supplier shall not be liable for any loss, costs, damages, charges or expenses cause by any delay in the delivery of the goods and services.

## 6. Title

- 6.1 Title in the goods shall not pass to the Customer until such time as payment has been made in full.

## 7. Customer's Obligations

- 7.1 To enable the Supplier to perform its obligations under this Agreement the Customer shall:
- 7.1.1 fully co-operate with the Supplier;
  - 7.1.2 provide the Supplier with any information reasonably required;
  - 7.1.3 obtain all necessary permissions and consents which may be required before commencement of the services;



- 7.1.4 comply with such other requirements as may be set out in the Specification Document or otherwise agreed between the parties.
- 7.2 The Customer shall be liable to compensate the Supplier for any expenses incurred by the Supplier as a result of the Customer's failure to comply with Clause 7.1.
- 7.3 Without prejudice to any other rights to which the Supplier may be entitled, in the event that the Customer unlawfully terminates or cancels the goods or services agreed to in the Specification Document, the Customer shall be required to pay to the Supplier as agreed damages and not as a penalty the full amount of any Third Party costs to which the Supplier has committed, and in respect of cancellations of less than five working days written notice the full amount of the goods and services contracted for as set out in the Specification Document, and the Customer agrees that this is a genuine pre-estimate of the Supplier's losses in such case. For the avoidance of doubt, the Customer's failure to comply with any obligations under Clause 7.1 shall be deemed to be a cancellation of the goods and services and subject to the payment of damages set out in this clause.
- 7.4 In the event that the Customer or any other Third Party, not being a sub-contractor of the Supplier, shall omit or commit anything which prevents or delays the Supplier from undertaking or complying with any of its obligations under this Agreement, then the Supplier shall notify the customer as soon as possible and:
- 7.4.1 the Supplier shall have no liability in respect of any delay to the completion of any project;
- 7.4.2 if applicable, the timetable for the project shall be modified accordingly;
- 7.4.3 the Supplier shall notify the Customer at the same time if it intends to make any claim for additional costs.

## 8. Alterations to the Specification Document

- 8.1 The parties may at any time mutually agree upon and execute new Specification Documents. Any alterations in the scope of goods and/or services to be provided under this Agreement shall be set out in the Specification Document, which shall reflect the changed goods and/or services and price and any other terms agreed between the parties.
- 8.2 The Customer may at any time request alterations to the Specification Document by notice in writing to the Supplier. On receipt of the request for alterations the Supplier shall, within five working days or such other period as may be agreed by the parties, advise the Customer by notice in writing of the effect of such alterations, if any, on the price and another other terms already agreed between the parties.
- 8.3 Where the Supplier gives written notice to the Customer agreeing to perform any alterations on terms different to those already agreed between the parties, the customer shall, within five working days of receipt of such notice or such other period as may be agreed between the parties, advise the Supplier by notice in writing whether or not it wishes the alterations to proceed.
- 8.4 Where the Supplier gives written notice to the Customer agreeing to perform alterations on terms different to those already agreed between the parties, and the Customer confirms in writing that it wishes the alterations to proceed on those terms, the Specification Document shall be amended to reflect such alterations and thereafter the Supplier shall perform its obligations under this Agreement upon the basis of such amended terms.

## 9. Warranty

- 9.1 The Supplier warrants that unless otherwise specified in the Specification Document, the goods and all their component parts, where applicable, are free from any defects in design workmanship, construction or materials, for a period of 12 months from the date of delivery.
- 9.2 The Supplier warrants that the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.



- 9.3 Except as expressly stated in this Agreement, all warranties whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the goods and services to be provided by the Supplier.

## 10. Indemnification

- 10.1 The Customer shall indemnify the Supplier against all claims, costs and expenses which the Supplier might incur and which arise, directly or indirectly, from the Customer's breach of any of its obligations under this Agreement, including any claims brought against the Supplier alleging that any goods and/or services provided by the Supplier in accordance with the Specification Document infringes a patent, copyright or trade secret, or some other similar right of a Third Party.

## 11. Limitation of Liability

- 11.1 Except in respect of death or personal injury due to negligence for which no limit applies, the entire liability of the Supplier to the Customer in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the price paid by the Customer to which the claim relates.
- 11.2 In no event shall the Supplier be liable to the Customer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or the Supplier had been made aware of the possibility of the Customer incurring such a loss.
- 11.3 Nothing in this Agreement shall exclude or limit the Supplier's liability for death or personal injury resulting from the Supplier's negligence or that of its employees, agents or sub-contractors.

## 12. Termination

Either party may terminate this agreement:

- 12.1 by serving six months' notice in writing, unless otherwise specified in the Specification Document;
- 12.2 if the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 30 calendar days of being given written notice from the other party to do so;
- 12.3 the other party commits a material breach of this Agreement which cannot be remedied under any circumstances;
- 12.4 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
- 12.5 the other party ceases to carry on its business or substantially the whole of its business; or
- 12.6 the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

## 13. Intellectual Property Rights

- 13.1 All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Supplier, and the Customer shall do all that is reasonably necessary to ensure that such rights vest in the Supplier by the execution of appropriate instruments or the making of agreements with Third Parties.

## 14. Confidentiality

- 14.1 All information contained within this Agreement will remain confidential and the Customer shall not divulge it to any Third Party save for its own employees and professional advisors and as may be required by law.



## 15. Data Protection

- 15.1 For the purposes of this clause, “Data Subject” will be interpreted in accordance with current Data Protection Legislation.
- 15.2 The parties hereto acknowledge that the Supplier is a Data Processor in respect of any Personal Data provided by the Customer.
- 15.3 The parties hereto warrant to each other that any Personal Data relating to a Data Subject will be used, processed and recorded by the receiving party in accordance with Data Protection Legislation.
- 15.4 The parties hereto will take appropriate technical and organisation measures to adequately protect all Personal Data against accidental loss, destruction or damage, alteration or disclosure.
- 15.4 In the event that the Customer becomes aware of an actual or any reasonably suspected Personal Data Breach, it will immediately notify the Supplier and will provide the Supplier with a description of the Personal Data Breach, the categories of data that was the subject of the Personal Data Breach and the identity of each data subject affected, and any other information the Supplier reasonably requests in relation to the breach.
- 15.5 In the event of a Personal Data Breach, the Customer will promptly (at its own expense) provide such information, assistance and co-operation and do such things as the Supplier may request to:
  - 15.5.1 investigate and defend any claim or regulatory investigation;
  - 15.5.2 mitigate, remedy and/or rectify such breach; and
  - 15.5.3 prevent future breaches;and will provide the Supplier with details in writing of all such steps taken.
- 15.6 The Customer will not release or publish any filing, communication, notice, press release or report concerning any personal data breach without the prior written approval of the Supplier.
- 15.7 The Customer agrees that it will only Process Personal Data for the agreed purpose as set out in the Specification Document.
- 15.8 The Customer will provide evident of compliance with Clause 15 upon request from the Supplier.
- 15.9 The Customer will indemnify and keep indemnified the Supplier against any costs, claims or liabilities incurred directly or indirectly by the Supplier arising out of or in connection with any failure to comply with Clause 15.

## 16. Independent Contractors

- 16.1 The Supplier and the Customer are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed in writing by both parties. The Supplier may, in addition to its own employees, engage sub-contractors to provide all or part of the services being provided to the Customer and such engagement shall not relieve the Supplier of its obligations under this Agreement or any applicable Specification Document.

## 17. Force Majeure

- 17.1 Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.



## 18. Assignment

- 18.1 The Customer shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Supplier.

## 19. Severability

- 19.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid, illegal or unenforceable provision eliminated.

## 20. Waiver

- 20.1 The failure by either party to enforce at any time or for any period any one or more the terms and conditions within this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

## 21. Notices

- 21.1 Any notice required to be given under the terms of this Agreement (including the delivery of any information or invoice) will be delivered by hand, sent by fax, email or prepaid first class post to the recipient at its fax number or address stated in the Specification Document (or as otherwise notified from time to time to the sender by the recipient for the purpose of this Agreement).
- 21.2 Notice will be deemed to have been given and served:
- 21.2.1 if delivered by hand, at the time of delivery if delivered before 5:30 pm on a business day or in any other case at 10:00 am on the next business day after the day of delivery;
- 21.2.2 if sent by fax or email, at the time of dispatch if dispatched before 5:30 pm on a business day or in any other case at 10:00 am on the next business day after the day of dispatch, unless the transmission report indicates a faulty or incomplete transmission or, within the relevant business day, the recipient informs the sender that the fax or email message was received in an incomplete or illegible form; or
- 21.2.3 if sent by prepaid first-class post, 48 hours from the time of posting.

## 22. Entire Agreement

- 22.1 This Agreement constitutes the entire Agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.

## 23. Variation

- 23.1 No variation or alteration of this Agreement will be valid unless approved in writing by both parties.

## 24. Third Party Rights

- 24.1 Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

## 25. Governing Law and Jurisdiction

- 25.1 This Agreement shall be governed by and construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.



Signed on behalf of PXtech Limited:

**Signature:**

**Print Name:**

**Job Title:**

**Date:**

Signed on behalf of the Customer:

**Signature:**

**Print Name:**

**Job Title:**

**Date:**