

STANDARD TERMS AND CONDITIONS OF THE SALE OF GOODS AND PROVISIONS OF SERVICES

1 Interpretations

1.1 In these conditions:

'Conditions' means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Service Purchaser and Service Provider 'The Service Provider';

'Contract' means the Contract between the Service Purchaser and Service Provider for the supply of Goods and/or Services in accordance with these Conditions;

'Service Purchaser' means the person whose order for Goods and/or Services is accepted by Service Provider;

'Goods' means the goods which Service Provider sells to the Service Purchaser under these Conditions;

'Quotation' means the quotation for the Goods and Services provided to the Service Purchaser by Service Provider and agreed in writing;

'Services' means any services provided to the Service Purchaser (including all of them or any part of them) under a Contract; and

'Service Provider' means N3i Limited business selling the Goods and/or Services, details of which are given In the Quotation and/or whose details have been provided to the Service Purchaser in writing.

1.2 Any reference in these Conditions to any provision of a statute shall be constructed as a reference to that provision as an amended re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2 Making the contract

2.1 Each Quotation will be deemed to be an offer by the Service Purchaser to buy the Goods and/or Services in accordance with these Conditions. The Contract is made when the Quotation is accepted by the Service Purchaser in writing.

2.2 The Contract is subject to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions and all previous written representations made by Service Provider, but subject to the provisions of Condition 2.3.

2.3 No variation of these Conditions shall be binding unless agreed in writing between the authorised representatives of the Service Purchaser and Service Provider.

2.4 The Service Purchaser must ensure that the terms of the Quotation and any applicable specification are complete and accurate. If the Service Purchaser wishes to amend any aspect of the quotation it must contact the

Service Provider immediately. Although the Service Provider will use reasonable endeavours to implement any such amendment which the Service Purchaser requests, the Service Provider cannot guarantee that it will be able to do so after the Quotation has been approved. If such amendment changes any other aspect of the Quotation (for example the price) and the Service Provider is able and willing to amend it, then the Service Provider will send the Service Purchaser a new Quotation.

2.5 All Quotations are, unless agreed otherwise in writing, valid for 30 days or until earlier acceptance by the Service Purchaser after which time they may be altered by the Service Provider without giving notice to the Service Purchaser.

2.6 Any advice or recommendations given by the Service Provider or its employees to the Service Purchaser or its employees as to the fitness for purpose for use of the Goods which is not confirmed in writing by the Service Provider is followed or acted upon entirely at the Service Purchaser's own risk, and accordingly the Service Provider shall not be liable for any such advice or recommendations which is not so confirmed.

3. Provision of Goods and Services

3.1 The quantity, quality and description of and any specification for the Goods and Services shall be those set out in the Quotation. The Service Purchaser acknowledges that following installation it is responsible

for the inspection, maintenance and repair of Goods supplied under the Contract.

3.2 If the Goods are manufactured or any process is applied to the Goods by the Service Provider in accordance with a specification submitted by the Service Purchaser whether in writing or otherwise the Service Purchaser shall indemnify the Service Provider against all loss, damages, costs and expenses awarded against or incurred by the Service Provider in connection with paid or agreed to be paid by the Service Provider in settlement of any claim for infringement of any Industrial or intellectual property rights of any third party.

3.3 The Service Provider reserves the right to make any changes in the specification of the Goods and/or Services which are required to conform with any applicable legal or regulatory requirements (including but not limited to safety requirements) or which do not materially affect their quality or performance.

3.4 No order which has been accepted by the Service Provider may be cancelled by the Service Purchaser except with the agreement in writing of the Service Provider and on terms that the Service Purchaser shall indemnify the Service Provider in full against all loss (including loss of profit) costs (including the cost of labour and materials used) damage charges and expenses incurred by the Service Provider as a result of cancellation.

3.5 Where a Quotation is based upon Information supplied by the Service Purchaser, the Service Purchaser is responsible for its accuracy and any

increased costs of supply resulting in any inaccuracy are the Service Purchaser's responsibility.

3.6 At the request of the Service Purchaser and at its cost, and the sole discretion of the Service Provider, the Service Provider may remove materials (including but not limited to machinery) from the premises of the Service Purchaser.

3.7 The Service Provider requires the Service Purchaser, prior to the provision of the Goods and/or Services, to obtain any necessary consents and approval to

3.7.1 The installation and/or application of the Goods, including but not limited to any planning and/or landlord consent.

3.8 All intellectual property rights (including but not limited to copyright) arising from the creation of Goods by the Service Provider shall remain the property of the Service Provider and the Service Purchaser shall not copy or reproduce the Goods without the prior written consent of the Service Provider.

4. Price of the Goods

4.1 The price of the Goods and Services shall be the price set out in the Quotation, or (where no price has been quoted or a quoted price is no longer valid) the price calculated by the Service Provider from its normal price list from time to time.

4.2 The Service Provider reserves the right to increase the price of Goods and/or Services to cover:

4.2.1 Any increase in the cost to the Service Provider which is due to any factor beyond the control of the Service Provider (such as without limitation any foreign exchange fluctuation currency regulation, alteration of duties, significant increases in the costs of labour, materials, or other costs of manufacture),

4.2.2 Any change in delivery address dates quantities or specification of the Goods and Services which are requested by the Service Purchaser,

4.2.3 Any delay caused by any obstruction of the Service Purchaser or failure of the Service Purchaser to give the Service Provider adequate information or instructions,

4.2.4 The costs of additional work carried out by the Service Provider to be able to perform the Services, or

4.2.5 To comply with any requirements referred to in Conditions 2. 4, 3.5 and 3.6.

4.3 Except as otherwise expressly set out in the Contract all prices are given by The Service Provider exclusive of:

4.3.1 Packaging and delivery of the Goods to the Service Purchaser's premises, and

4.3.2 Any applicable value added tax or other applicable sales tax or duty and such sums shall be added to the price.

4.4 Some of our pricing for subscription or SaaS services may change from time to time as they are set by suppliers, e.g. Microsoft365 (Office365), Cloud and

Hosting Services. We will provide 30 days' notice of any changes to pricing for such services.

4.5 The Service Provider may vary all or any of its charges by no more than 10% per annum, any increase to take effect on each anniversary of the contract start date. Any service and support invoiced after an anniversary will be at the new prevailing rate.

5. Terms of Payment

5.1 Subject to any special terms agreed in writing between the Service Purchaser and The Service Provider: The Service Provider shall be entitled to invoice the Service Purchaser for the price of Goods and Services on or at any time after delivery of the Goods and/or performance of the Services unless the Goods are to be collected by the Service Purchaser or the Service Purchaser fails to take delivery of the Goods and/or accept performance of the Services after the Service Provider has notified that the Goods are ready for collection and/or the Services are to be provided in which event the Service Provider shall be entitled to invoice the Service Purchaser for the price at any time after such notification or (as the case may be) The Service Provider has tendered delivery of the Goods and the Service Purchaser has failed to take delivery.

5.2 Subject to Condition 5.3 below the Service Purchaser shall pay the price of the Goods and/or Services within no more than 7 days in the case of hardware/software supply only and 30 days in other occasions of the date of delivery of the Goods and /or performance of the Services notwithstanding that delivery may not have

taken place and the property in the Goods has not passed to the Service Purchaser. The time of payment of the price shall be the essence of the Contract. Receipts for payment will only be issued on request by the Service Purchaser.

5.3 If the Service Purchaser fails to make any payment on the due date then without prejudice to any other right or remedy available to The Service Provider, The Service Provider shall be entitled to

5.3.1 cancel the Contract or suspend further deliveries of Goods and/or provision of Services to the Service Purchaser;

5.3.2 appropriate any payment made by the Service Purchaser to such of the Goods (or the Goods supplied under any Contract between the Service Purchaser and the Service Provider) as The Service Provider think fit (notwithstanding any purported appropriation by the Service Purchaser); and

5.3.3 Charge the Service Purchaser interest (both before and after any judgment) on the amount unpaid at the rate of four percent per annum above Barclays Bank PLC base rate from time to time until payment in full is made.

6. Delivery

6.1 Delivery of the Goods shall be made by the Service Purchaser collecting the Goods at The Service Provider's premises at any time after the Service Provider has notified the Service Purchaser that the Goods are ready for collection or if some other place for delivery is agreed

by The Service Provider by The Service Provider delivering the Goods to that place subject to Condition 4.3. Provision of the Services shall be made at the location notified by the Service Purchaser at any time after the Service Provider has notified the Service Purchaser that the Services are ready to be provided.

6.2 Any dates quoted for delivery of the Goods and/or provisions of the Services are approximate only and the Service Provider shall not be liable for any delay in delivery of the Goods and/or provisions of the Services howsoever caused. Time delivery and/or provisions shall not be of the essence unless previously agreed in writing by The Service Provider. The Goods may be delivered and/or the Services provided to the Service Purchaser in advance of the quoted date upon giving reasonable notice to the Service Purchaser.

6.3 If the Service Purchaser fails to take delivery of the Goods or accept provision of the Services or fails to give the Service Provider adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Service Purchaser's reasonable control or by reason of the Service Provider's fault) then without prejudice to any other right or remedy available to the Service Provider, The Service Provider may:

6.3.1 Store the Goods until actual delivery and charge the Service Purchaser for the reasonable costs (including insurance) of storage, or

6.3.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Service Purchaser for the excess

over the price under the Contract or charge the Service Purchaser for any shortfall below the price under the Contract.

6.4 The Service Provider may deliver the Goods by separate instalments and perform any Services in stages. Each separate instalment or stage will be invoiced and paid for in accordance with the provisions of the Contract.

6.5 Each instalment or stage will be a separate Contract and unless specifically set out in these Conditions, no cancellation or termination of any one Contract relating to an instalment or stage will entitle the Service Purchaser to repudiate or cancel any other Contract or Instalment or stage.

7. Risk and Property

7.1 Risk of damage to or loss of the Goods shall pass to the Service Purchaser:

7.1.1 in the case of Goods to be delivered at The Service Provider premises at the time when The Service Provider notifies the Service Purchaser that the Goods are available for collection;

Or

7.1.2 in the case of the Goods to be delivered otherwise than at The Service Provider premises at the time of delivery to such premises or, if the Service Purchaser fails to take delivery of the Goods, from the time when The Service Provider has received in cash or cleared funds payment in full of the price of the Goods and all

other Goods and Services for which payment is due from The Service Provider.

7.3 Until such time as ownership of the Goods passes to the Service Purchaser the Service Provider shall hold the Goods as the Service Provider fiduciary agent and shall keep the Goods separate from those of third parties and properly stored, protected and insured and identified as the Service Provider's property.

7.4 The Service Purchaser shall be entitled to resell or use the Goods in the ordinary course of its business but shall account to the Service Provider for the proceeds of sale or otherwise of the Goods whether tangible or intangible including insurance proceeds and shall keep all such proceeds separate from any monies or property of the Service Purchaser and third parties and in the case of tangible proceeds properly stored, protected and insured.

7.5 Until such time as ownership of the Goods passes to the Service Purchaser (and provided the Goods are still in existence and have not been resold) the Service Provider shall be entitled at any time to require the Service Purchaser to deliver up the Goods to the Service Provider and if the Service Purchaser fails to do so forthwith to enter upon any premises of the Service Purchaser or any third party where the Goods are stored and repossess the Goods.

7.6 The Service Purchaser shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Service Provider but if the Service Purchaser does so all monies owing by the Service

Purchaser to the Service Provider shall (without prejudice to any other right or remedy of The Service Provider) forthwith become due and payable.

8. Warranties, Liabilities and Indemnity

8.1 The Service Provider will within a period of 12 months from the date of delivery of Goods and from the date of provision of Services, in respect of Goods and/or Services which are proved the reasonable satisfaction of both parties to be damaged or defective, or not to comply with the agreed specification due to warranty defects, repair, or at its option replace, such Goods.

This obligation will not apply where:

8.1.1 The Service Purchaser has improperly used the Goods in any way whatsoever, or the Goods have been subjected to misuse, unauthorized repair, damage, negligence and/ or alteration:

8.1.2 The Service Provider carries out work which is not provided for in the Order Quotation, and is beyond the scope of the Services:

8.1.3 The Service Purchaser has not complied with any instructions as to use and care of the Goods in all respects: or

8.1.4 The Service Purchaser has failed to notify the Service Provider of any problem or suspected problem within 2 days of the provision of the Services and/or supply of the Goods.

8.2 Any repaired or replacement Goods or re-performed Services will be liable to repair or replacement (or re-provision or, at The Service Provider option, refund) under the terms specified in Condition 8.1 for the unexpired portion of the 12 month period from the original date of delivery of the replaced Goods or from the original date of provision of the re-performed Services.

8.3 The above warranty does not extend to parts, materials or equipment not manufactured by The Service Provider in respect of which the Service Purchaser shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Service Provider.

8.4 The Service Provider does accept liability for personal injury or death caused by the negligence of The Service Provider or its employees (acting within the course of their employment or duties and the scope of their authority) and for any other matter for which it would be illegal to exclude or attempt to limit or exclude its liability.

8.5 Except as provided in Condition 8.4, The Service Provider will be under no liability to the Service Purchaser whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any damage or for any direct, indirect or consequential loss (all three of which terms include, but are not limited to, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused arising out of or in connection with

8.5.1 any breach by The Service Provider of any of the express or implied terms of the Contract:

8.5.2 any of the Goods and/or Services (including but not limited to any use made by the Service Purchaser of any Goods, or of any product incorporating any of the Goods) or the manufacture or sale or supply, or failure or delay in supply, of the Goods and/or Service by The Service Provider or on the part of The Service Provider employees, agents or sub-contractors: or

8.5.3 any non-fraudulent statement made or not made, or advice given or not given, by or on behalf of The Service Provider.

8.6 Except as set out In Condition 8.4, The Service Provider hereby excludes to the fullest extent permissible in law, all express (other than those set out in the Contract) or implied, statutory, customary clauses, warranties, and stipulations or otherwise which, but for such exclusion, would or might subsist in favour of the Service Purchaser, including (but not limited to) the terms implied by sections 13 to 15 of the Sales of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982.

8.7 The Service Purchaser acknowledges that the above provisions of this Condition 8 are reasonable and reflected in the price which may be higher without those provisions, and the Service Purchaser will accept such risk and/or insure accordingly.

8.8 The Service Provider shall not be liable to the Service Purchaser or deemed to be in breach of the Contract by reason of any delay in performing or any failure to

perform any of the Service Provider obligations in relation to the Goods and/or Services if the delay or failure was due to any cause beyond The Service Provider's reasonable control. Without prejudice to the generality of the foregoing, causes beyond The Service Provider's reasonable control shall include (but not be limited to) the following:

8.8.1 Act of God, storm, explosion, flood, tempest, fire or accident.

8.8.2 War (or threat of war), riot, civil commotion or accident.

8.8.3 Compliance with any law or governmental order, rule regulation or direction.

8.8.4 Import or export regulations or embargoes.

8.8.5 Strike, lock-out or other industrial actions or trade dispute (whether involving employees or The Service Provider or a third party).

8.8.6 Failure of a utility service or transport network.

8.8.7 Power failure or breakdown of plant or machinery.

8.8.8 Default of suppliers or sub-contractors.

8.9 The Service Purchaser agrees to indemnify, keep indemnified and hold harmless the Service Provider from and against all direct, indirect or consequential loss (all three of which terms include, but are not limited to, loss of profits, loss of business, depletion of goodwill and like loss), costs, expenses, liabilities, injuries, damages,

claims, demands, proceedings or legal costs and judgments which The Service Provider incurs or suffers as a consequence of direct or indirect breach or negligent performance or failure in performance by the Service Purchaser of any of the terms of the Contract, including in particular (but not limited to) the Service Purchaser's ongoing obligations under Conditions 3.1.

9. Data Protection

By placing a Quotation, the Service Purchaser allows the Service Provider to use the Service Purchaser's personal details for the purposes of supplying the Goods and performing the Services (including passing the Service Purchaser's details on to subcontractors) and for the marketing to it by The Service Provider. The Service Provider may share the Service Purchaser's information with the Service Provider and/or other franchisees in the Service Provider network, but will not use the Service Purchaser's details for other purposes without seeking the Service Purchaser's consent.

10. General

10.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address may be at the relevant time have been notified pursuant to this provision giving the notice.

10.2 The Service Provider may transfer, assign, hold on trust, license or sub-contract all or any part of its rights or obligations under any Contract.

10.3 Each and every Contract is personal to the Service Purchaser and the Service Purchaser may not transfer all

or any of its rights or obligations under any Contract without the prior written consent of The Service Provider.

10.4 Neither party intends that any of the terms of any Agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it, save that The Service Provider Limited shall be entitled to enforce any provision of the Contract.

10.5 No waiver by The Service Provider of any breach of the Contract by the Service Purchaser shall be considered as a waiver of any subsequent breach of the same or any provisions.

10.6 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

10.7 Any dispute arising under or in connection with these Conditions and any Contract shall be governed by and contracted in all respects in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.

Contacting The Service Provider

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DATA PROTECTION NUMBER ZA656248

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