

NSSLGlobal Terms & Conditions of Sale

1. DEFINITIONS

“NSSLGlobal” is the relevant NSSLGlobal Group Company with whom the order has been placed including NSSLGlobal Ltd, NSSLGlobal GmbH, NSSLGlobal Pte Ltd, NSSLGlobal LLC, NSSLGlobal ApS, NSSLGlobal Sp. z o.o.

The “Customer” means the party or parties contracting to purchase goods and/or services from NSSLGlobal.

“Goods” and “Services” includes all products, systems and services of whatever type which NSSLGlobal has agreed to supply either directly or through its authorised agent.

2. GENERAL

The G-Cloud Framework Agreement Terms and Conditions also apply and take precedence except where specified within.

3. TERMS AND PAYMENT

Payment is to be made in full within 30 days of date of invoice in the currency invoiced. Should the Customer fail to pay in full within that period NSSLGlobal shall be entitled to suspend work and/or services previously delivered in respect of which full payment has not been made to NSSLGlobal. Such action shall not prejudice any other remedy that NSSLGlobal may have. NSSLGlobal reserves the right to refuse any disputes to invoices which are notified after the due date of payment.

In the event that payment is not made within 30 days of invoice date, the Customer shall become liable to pay NSSLGlobal interest on the outstanding balance at 12% per annum, this will be calculated on a daily basis as required until all outstanding amounts, including interest charges, are paid

4. DELIVERY

Any quoted service date shall commence from the date of NSSLGlobal’s Acknowledgement of Order and written acceptance of the agreed In Service Start Date.

5. CANCELLATION AND RETURN POLICY

No cancellation, suspension or variation by a Customer of an order or return of a delivery shall be valid unless agreed by NSSLGlobal in writing. Such agreement shall be entirely at NSSLGlobal’s discretion and will only be given on terms which compensate NSSLGlobal for all costs.

For specific service options there is minimum service charge duration. For the avoidance of doubt early termination will result in the invoicing of the applicable charges for the remaining months of the minimum contract period

6. LICENCING AND COMPLIANCE

The Customer agrees not to use the services for improper or unlawful purpose and undertakes to use the service in accordance with any lawful direction, consent, specification, designation, determination or standard as applicable by the relevant regulatory or legal authority.

If services are used outside of the UK, licensing and compliance with any trade restrictions or embargoes is the responsibility of the Customer.

7. FORCE MAJEURE

Without prejudice to any other provision of this agreement NSSLGlobal shall not be liable for any delay in or failure to perform any of its obligations hereunder if the delay or failure is due to causes beyond NSSLGlobal’s control.