

Terms and conditions for the supply of services

THESE TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES state the basis on which we ARMECH SOLUTIONS LTD will supply services to our business customers.

Please read them carefully, especially the terms at section 9 (liability).

We are a company incorporated and registered in Scotland with company number SC580824 whose registered office is at Unit 225E Pentagon Centre, 36 Washington St, Glasgow, G3 8JN, Scotland, UK. We're called 'the Supplier' in this agreement. You are called 'the Customer' in this agreement.

You are the individual, firm, company or other organisation stated on the order form or other document agreed in writing between us (the Order). It is agreed that:

1 Definitions and interpretation

1.1 If any word, phrase or explanation used within this agreement is not clear, it will be defined and interpreted according to the definitions and interpretations set out below:

Acts, Legislation: or other similar references shall include any updates and or amendments to the same.

Charges: the charges payable by the Customer to the Supplier according to the terms of this Contract.

Customer: the individual, firm, company or other organisation stated on the Order.

Customer Materials: any materials or information that the Customer provides to the Supplier in relation to the supply of the Services.

Order: the Supplier's order form, or other document agreed in writing by the Supplier and the Customer.

Services: the services set out in the Services Specification that the Supplier is to supply according to the terms of this Contract.

Services Specification: the description of the Services supplied by the Supplier to the Customer, which may be included within the quotation provided by the Supplier, the Order, or another document agreed in writing by the Supplier and the Customer.

Standard Services Charges: the charges for the Services set out in the Supplier's price list as in force on the commencement date of the Contract.

Written: and any similar expression, includes email.

2 Supply of services

- a) The Customer wishes to acquire the services described in the Order (Services) and the Supplier wishes to supply them to the Customer, on the terms and conditions set out in this agreement (Terms).
- b) The Supplier shall only supply the Services to the Customer on these Terms. (Terms can only be varied in writing signed by an authorised officer of the Supplier.)
- c) Quotes for Services provided by the Supplier to the Customer are not offers by the Supplier.
- d) Any Orders placed by the Customer are offers for the supply of the Services on the basis of these Terms.
- e) When the Supplier accepts an Order in writing, the Supplier's contract with the Customer for the supply of the Services in that Order shall come into existence at the point of the Supplier's written acceptance.
- f) The Supplier's contract with the Customer for the supply of the Services comprises the Order, these Terms and anything else the Supplier expressly agrees in writing (Contract).
- g) Any descriptions of the Services contained in the Supplier's brochures or on the Supplier's website, are only for illustrative purposes and do not form part of the Contract.
- h) The Supplier may amend the Services Specification as required by law, or to comply with any relevant regulatory obligations.

3 Charges

- 3.1 The Customer will pay the Charges for the Services that are set out in
 - a) any quotation sent by the Supplier to the Customer
 - b) written correspondence between the Supplier and Customer
- 3.2 If no Charges have been quoted, then the Charges for the Services shall be the Standard Services Charges.
- 3.3 The Charges for Services do not include expenses incurred by the Supplier's staff or sub-contractors such as hotel, food, travel and similar expenses, or any other third-party costs that the Supplier incurs in providing the Services. The Supplier shall be entitled to recover all of these from the Customer.
- 3.4 The Supplier may charge amounts in addition to the Charges if the Customer requests any change to the Services after the commencement of the Contract, if the Customer fails promptly to provide any instructions or Customer Materials required by the Supplier for the supply of the Services, or for any reason that is due to any other act or omission of the Customer.
- 3.5 The Supplier reserves the right to change the Standard Services Charges by giving at least two months' written notice to the Customer.

3.6 Unless otherwise stated, the Charges will be exclusive of VAT which the Customer shall be liable to pay to the Supplier in addition to the Charges.

4 Invoicing and payment

4.1 The Supplier shall be entitled to raise invoices for the Charges for Services in arrears on a monthly basis .

4.2 The Customer will pay the Supplier within 30 days of receiving the Supplier's invoice. Payment must be made without any deduction or set-off. Payment shall be treated as made once the Supplier receives cleared funds.

4.3 Time for payment of the Charges shall be of the essence.

4.4 If any amounts owed by the Customer to the Supplier become overdue, then (without prejudice to any other rights or remedies available to the Supplier), the Supplier:

- a) shall be entitled to charge interest upon such amounts in accordance with the Late Payment of Commercial Debts (Interest) Act 1998
- b) may suspend the supply of any further Services (and any services under any other contract between the Supplier and the Customer), until the overdue amounts are paid in full, and/or
- c) may terminate the Contract.

4.5 The Customer is responsible for all reasonable costs and expenses incurred by the Supplier in relation to the recovery by the Supplier of any amounts owed to it by the Customer.

5 Supply of services

5.1 The Supplier shall use reasonable endeavours to meet any dates quoted for the supply and completion of the Services, but any such dates are approximate only, and time for the supply and completion of the Services shall not be of the essence.

5.2 Either party may request a change to the Services Specification. Any such change must be agreed in writing by the parties, but neither party shall unreasonably refuse its consent.

5.3 If a change is requested, the Supplier will provide a written statement to the Customer setting out:

- a) its effect on the Charges (up or down);
- b) its effect on timing under the Services Implementation Plan; and
- c) any other impact of the change.

6 Warranties relating to services

The Supplier warrants to the Customer that the Services will be supplied:

- a) using reasonable care and skill; and
- b) in accordance with the Services Specification in all material respects.

7 Intellectual property rights

7.1 Except in relation to the Customer Materials, all intellectual property rights arising out of the Services belong to the Supplier.

7.2 The Supplier grants to the Customer a fully paid, worldwide, non-exclusive and irrevocable licence of the intellectual property rights in section 7.1 to the extent necessary for the Customer to receive the full benefit of the Services.

8 Obligations of Customer

8.1 The Customer will:

- a) ensure that the Order, the Customer Materials, and any other materials or information that the Customer supplies to the Supplier, are complete and accurate
- b) promptly provide the Supplier with such materials and information as the Supplier requires to supply the Services, and
- c) comply with all applicable laws and relevant regulatory obligations.

8.2 If the Services are to be supplied at the Customer's premises, the Customer will:

- a) provide access to such premises and ensure that the premises are ready for the supply of the Services
- b) provide suitable facilities for the supply of the Services, and
- c) ensure such premises comply with all health and safety laws.

8.3 If the Supplier is delayed or unable to fulfil any of its obligations under the Contract due to any act or omission of the Customer (**Customer Failure**), then the Supplier may rely on such Customer Failure to relieve it from its obligations under the Contract.

8.4 To the extent that the delay or inability at section 8.3 is due to the Customer Failure, then without limiting or otherwise compromising any other rights or remedies available to it, the Supplier:

- a) may suspend the supply of Services until the Customer makes good the Customer Failure
- b) shall not be liable for any losses, costs or expenses that the Customer suffers or incurs because of any delay or suspension that is attributable to the Customer's Failure, and

- c) may request immediate payment by the Customer of any losses, costs or expenses that the Supplier suffers or incurs because of the Customer Failure.

8.5 Any right of suspension under this section is additional to any rights available to the Supplier under the law of any relevant jurisdiction.

9 Liability

- 9.1 Subject to section 9.3, the Supplier is not liable to the Customer for any indirect or consequential loss, any loss of profits or any loss of business, whether arising from delict, breach of contract, indemnity or otherwise under or in connection with the Contract.
- 9.2 Subject to section 9.3, the Supplier's liability in respect of all claims, losses or damages of whatever nature, whether arising from delict, breach of contract, indemnity or otherwise, under or relating to, the Contract, shall not exceed the aggregate of the Charges paid by the Customer to the Supplier under the Contract.
- 9.3 Nothing in the Contract shall exclude or limit either party's liability for any death or personal injury caused by negligence or for any other liability that cannot be excluded or limited by law.

10 Solicitation

- 10.1 During the term of this Agreement and for a period of 12 months after termination the Customer will not either on its own account or for any firm or company other than with written permission of the Supplier, canvass, or entice away from any person, firm, company or organisation which has been introduced to the Customer by the Supplier in the 12 months prior to termination.

11 Termination

- 11.1 Either party may terminate the Contract, without liability to the other party, if that other party's business fails.
- 11.2 The other party's business will be treated for this purpose as having failed if:
 - a) the other party is or appears to be unable to pay its debts as they fall due
 - b) the other party makes any voluntary arrangement with that other party's creditors
 - c) (being an individual or firm) the other party becomes bankrupt
 - d) (being a company) the other party becomes subject to an administration order or goes into liquidation
 - e) any third party takes possession of, or enforces rights over, any of the other party's property or assets under any form of security
 - f) the other party stops or threatens to stop carrying on business
 - g) the other party suffers any process equivalent to any of these, in any jurisdiction, or
 - h) the terminating party reasonably believes that any of the events mentioned above are about to occur and the terminating party notifies the other party accordingly.
- 11.3 Without prejudice to any other rights or remedies available to it, the Supplier may terminate the Contract without any liability to the Customer if:
 - a) the Customer fails to pay any amount under the Contract when due, or
 - b) the Customer commits a material breach of the Contract and fails to rectify the breach within 5 working days.
- 11.4 Upon termination of the Contract, however caused (and without prejudice to any other rights or remedies available to the Supplier), the Customer shall pay to the Supplier on demand:
 - a) all Charges and other sums due but unpaid at the date of such demand, together with any interest accrued according to the terms of section 4.4
 - b) any Charges under any invoice that the Supplier raises after termination, relating to any Services that have been supplied prior to termination, but for which the Supplier had not yet raised an invoice before termination, and
 - c) any costs and expenses incurred by the Supplier in collecting any sums due under the Contract (including any legal costs).
- 11.5 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract that existed at or before the date of termination.
- 11.6 Any term of the Contract that is specifically stated to continue or that, by its very nature, is intended to continue after termination of the Contract, shall continue to bind the parties following termination or expiry of the Contract.

12 Events beyond the reasonable control of the Supplier ('force majeure')

The Supplier shall not be liable to the Customer for any failure or delay in performing any of its obligations to the extent that such failure or delay is caused by an event beyond its reasonable control.

13 General

- 13.1 The Contract represents the entire agreement between the parties in relation to the subject matter and supersedes all previous agreements, representations or understandings between the parties. The parties agree that they shall have no rights or remedies in relation to any representation or warranty that is not included in the Contract.

- 13.2 The Customer shall not assign, sub-contract, delegate, or otherwise transfer any of its rights or obligations under the Contract without the prior written consent of the Supplier.
- 13.3 If any provision of these Terms is held by a competent authority to be invalid or unenforceable, in whole or in part, the validity of the other Terms and of the remainder of the provision in question will not be affected. Every provision is severable from every other.
- 13.4 No single or partial exercise or failure or delay in exercising any right, power or remedy by a party under the Contract, howsoever arising, shall operate as a waiver by that party of, or impair or preclude any further exercise of that right, power of remedy. To be valid and effective, any waiver must be in writing.
- 13.5 Unless otherwise expressly stated, nothing in the Contract will create or confer any rights or other benefits pursuant to The Contract (Third Party Rights) (Scotland) Act 2017 in favour of any person other than a party to the Contract.
- 13.6 Any written notice under these Terms will be deemed to have been sufficiently served if posted by pre-paid official post, couriered, faxed on receipt of successful answerback, or if sent by email (but in this case only on evidence of successful transmission and only if the parties have regularly communicated on contract matters by email).
- 13.7 The Contract will be governed by the law of Scotland, and the parties submit to the exclusive jurisdiction of the Scottish courts.