

S50 - Business Terms and Conditions – June 2023

General

1. "The company(s)" means S50 Managed IT Services the trading name of Sensus3 Limited – Company registration number: 5309558. "The customer(s)" means the person, firm, company or entity ordering, buying, hiring or requesting goods or services from the company.

1.2 Delivery address is the invoice address shown on the customer credit application form approved by the company, an address shown on a service level agreement between the company and the customer or otherwise agreed in writing between the company and customer.

1.3 An order means an order request given by the customer to the company for the supply of goods or services by way of either an official order, approved quotation or written communication by personnel employed by the customer and submitted to the company via email or post.

1.4 An order acknowledgement is the confirmation of an order given to the customer when the company is in receipt of the customers official order, approved quotation or written communication

1.5 Invoice means the invoice provided by the company and issued to the customer for payment. 1.6 Price means the price stated on a quotation or invoice for goods or services excluding vat at the applicable rate.

Quotations

2.1 Each quotation shall be deemed to be an offer by the company for the supply of goods or services to the customer. If a quotation is accepted and returned to the company, with prior notice of these conditions, the company shall deem this an acceptance of these conditions by the customer.

2.2 Products and prices shown in any quotation submitted by the company are subject to change without prior notice and are valid for 5 working days. Any product or price changes will be communicated to the customer prior to goods or services being ordered or supplied.

2.3 On acceptance of a quotation for goods, the customer becomes liable for any courier and restocking charges should the product(s) no longer be required, delivery is refused, there is nobody available to receive the goods at time of delivery or the customer wishes to return the goods. Restocking charges are equal to 25% of the total product(s) amount shown on the quote and become applicable on acceptance of the quote for goods on order, awaiting delivery to the customer or already supplied.

Prices and Payment

3. All prices exclude VAT at the applicable rate unless otherwise stated on the company(s) documentation or website and maybe subject to change without prior notice on quotations after 5 working days have elapsed 3.1 Unless otherwise stated, prices exclude delivery, setup and installation of goods and will be shown separately on all invoices

3.2 Any products and services shown on invoice(s) including any pricing will be deemed to have been accepted by the customer unless the customer has notified the company in writing within 3 working days from the date of the invoice, that any or all items are disputed.

3.3 Unless otherwise agreed in writing payment must be made in pounds sterling without deduction or withholding and within the credit period stated on the invoice.

3.4 A non-payment fee will be applied to overdue invoices after 15 days from the date when payment became due and will be charged at 10% of the total overdue invoice amount. This 10% charge will accrue based on the new total invoice amount every 15 days from the last non-payment charge being applied and until invoices are settled in full 3.5 The company reserves the right to withdraw credit facilities from the customer at any time and without notice 3.6 The company may restore credit facilities to the customer after 6 months if all invoice payments are received by the company on or before their due date over a consecutive 6 month period

3.7 The company shall be entitled to charge the customer £25.00 for all cheques returned or dishonoured by its bank.

3.8 To maintain an active credit account, the minimum annual expenditure expected by the company from the customer is £2,000.00. Credit account applications are subject to trade references and credit checks; applicants will be informed in writing when these have been completed. The company reserves the right to refuse any credit application 3.9 The company will not guarantee any verbal quotation given to the customer and reserves the right to amend any prices for products and services without prior notice before a written quotation is submitted to the customer.

3.10 The company shall be entitled to charge for services requested by the customer, which do not form part of a quote, SLA or subscription. Additional services will be charged at the applicable hourly/daily rates unless otherwise agreed 3.11 The company shall change its rates once per year. In the case of a service level agreement or subscription contract, a minimum of one month's written notice via email will be given to the customer prior to any rates or fees change.

Delivery

4. Delivery of goods will be made to the delivery address (1.2). The delivery date for goods is approximate only and while the company endeavours to meet delivery dates as quickly as possible the company will not be held liable for any loss or damages incurred by the customer as a result of a failure to deliver on a particular date.

4.1 The customer shall inspect any goods delivered within 2-working days from the date of delivery and will notify the company of any shortages in quantity, damage to, or failure to match the description of the ordered goods. If the customer fails to notify the company within such time the goods shall be conclusively deemed to be acceptable. 4.2 Authorised customer staff or personnel must be available to receive goods on the date of delivery and clearly sign for all goods received.

4.3 Delivery of services such as support, installations or maintenance will only be made at the customer address (1.2).

Warranty and Defective Goods

5. In the event of a hardware failure 5 days or more after delivery, it is the customer's responsibility to contact the relevant manufacturer and invoke the warranty supplied with the goods as necessary. The company cannot be held responsible or be liable for hardware failures. The customer will be subject to individual manufacturer's terms and conditions.

5.1 Repairs to defective/faulty goods will be performed by the manufacturers trained technicians and will be at their sole discretion to decide whether to repair or replace the defective item.

5.2 The company may be contacted in regard to defective items under warranty but reserves the right to pass the customer onto the relevant manufacturers support team. The company reserves the right to charge for time spent on site or remotely troubleshooting defective or faulty goods on behalf of the customer.

5.3 With prior written agreement defective goods may be returned to the company for returning to the relevant manufacturer by way of sourcing a replacement under warranty, with all shipping and or handling charges passed on to the customer.

5.4 The company is under no obligation to repair, replace, refund or supply a credit for goods, which are accepted by the customer and subsequently become defective due to neglect, misuse or accidental damage.

5.5 When returning goods to the company it is the customer's responsibility to ensure that all items are returned in original packaging and all packages are secure and clearly marked with the company's address. The company will not be held responsible for loss or damage to goods while in transit. All goods are returned at the customers own risk and related shipping charges will be borne by the customer.

5.6 The collection of defective goods can be arranged by the company with costs borne by the customer. 5.7 The company reserves the right to pass on all carriage and restocking charges to the customer for non-defective goods or goods incorrectly ordered by the customer. Returned goods will not be accepted by the company unless agreed prior to despatch or collection with the customer.

Site Visits

6. All site visits are by prior arrangement only and the company offers no guarantee to customers without a service level agreement as to the availability of its services. Emergency call outs are not guaranteed to customers without a service level agreement, though the company will make every effort to respond to all customer emergencies as quickly as possible.

6.1 A quote in the form of an official company quotation or email to the customer for emergency or unplanned site visits will be provided and upon the customer approving the quote the company will schedule a time with the customer to visit the customers site (1.2).

6.2 An on-site visit constitutes any meeting with the customer, installation, maintenance or support at the customer(s) address (1.2).

6.3 Whilst on site at the customer address (1.2) a company representative will be covered by the company(s) indemnity insurance, a copy of which can be supplied to the customer upon request.

6.4 It is the customer(s) responsibility prior to a visit by the company to ensure that the working environment is safe and clean in accordance with UK health and safety laws and guidelines. The company reserves the right to refuse to attend the customer(s) site where it feels any area of the site or equipment therein, is not conducive with a safe working environment.

6.5 Payment for site visits for new or non-credit account customer(s) is on an immediate basis in the form of a bank transfer or cheque prior to or on completion of a site visit by the company.

6.6 The company reserves the right to cancel any pre-booked or recurring site visits if there are overdue invoices on the customer(s) account. Any site visits cancelled in these circumstances will not be refunded,

accrued or carried over. 6.7 The customer can cancel a pre-booked site visit giving 1 working days written notice of the site visit date. Any visits cancelled after this period may incur a charge equal to 50% of the booked site visit time or 2 hours at the applicable rate, whichever is greater. Cancelled visits will not be refunded, accrued or carried over.

Title

7. The title of any goods does not pass to the customer until the balance, including all taxes and other charges due on the account, has been paid in full.

7.1 The company shall be entitled to recover from the customer any goods for which payment has not been received and enter the premises of the customer where the goods are situated or are reasonably presumed to be situated to repossess the goods. Any charges relating to the recovery of goods shall be passed to the customer

Force Majeure

8. The company shall not be liable for failure to perform its obligations in the event that such work is prevented or hindered by reason of Force Majeure. Force Majeure shall be deemed to be all causes beyond the reasonable control of the company, including but not limited to pandemics, terror threats, customer site closure, industrial action, unplanned rail or road closures, site access refusal, electrical power outages, fire, flood, extreme weather events or chemical spills.

Cancellations

9. The company is under no obligation to accept any cancellation of orders once a purchase order or quotation has been approved by the customer and received by the company. The company reserves the right to recover all costs and loss of profit should the customer refuse delivery of an order.

9.1 If the customer cancels an existing support service level agreement or subscription with the company, the company will withdraw the customer's credit facilities with immediate effect and all invoices on the customer's account will become due for payment in full within 5 working days of the cancellation/notice date, unless otherwise stated in the customer service level agreement.

9.2 The company reserves the right to cancel or suspend all support, maintenance and subscription services whilst seeking settlement of overdue invoices on the customer's account if these remain overdue for more than 15 days from the invoice date.

9.3 The customer must notify the company of any cancellations to orders, services or subscription in writing via email to finance@s50.co.uk. The customer should not consider the cancellation to have been accepted by the company until the company has acknowledged receipt of the cancellation and confirmed the notice to cancel.

9.4 For subscription products, including but not limited to Microsoft 365, Office 365, Azure, Dropsuite, Vipre, Webroot, MalwareBytes, Veeam, VMWare, Acronis, Exclaimer and Spam Titan the customer must serve notice to cancel these types of products and services with a minimum of 1 calendar month notice via email to finance@s50.co.uk, unless otherwise stated on a company quotation or service level agreement provided to the customer.

9.5 For Microsoft 365, Azure, Exclaimer and Vipre, subscriptions, the customer will be liable for all charges relating to the minimum commitment term should this subscription be cancelled by the company or the customer 9.6 The customer is responsible for advising the company of any subscription licenses changes including additions or reductions to the amount of licenses the company requires, at least 1 month prior to renewal if on an annual commitment term.

9.7 All subscriptions on an annual commitment will automatically renew 1 month prior to the end of the term and the customer will be liable for another annual commitment based on the amount of licenses at time of renewal.

Termination

10. All service level agreements (SLA) automatically renew with the company based upon the original terms, unless written notice to cancel the contract is provided by the customer and received by the company in line with the terms of the SLA.

10.1 The company reserves the right to audit the customers IT infrastructure every 3 calendar months to ascertain where additions to the customer(s) network may have been made. Any additional equipment, users or services not covered by an existing customer service level agreement will be added to the agreement and come into force automatically at time of renewal for the stated period of the agreement.

10.2 Revised customer service level agreements changes are likely to include, but not be limited to the setting out of new prices due to additions of devices, servers, users or services using the customers IT infrastructure.

10.3 An early cancellation charge will be made by the company to the customer where a subscription product or

service includes an early cancellation clause. An early termination charge will be 100% of the monthly subscription charge for each month or part month between termination and the earliest termination date. This charge will be invoiced in full to the customer on the date notice is received by the company

10.5 Any termination shall not prejudice any rights to either party prior to termination

10.6 All written notices should be sent by recorded delivery to S50's registered address or handed personally to a Director of S50

10.7 S50 reserve the right to change the registered company address but will inform the customer of any change via email, which will be sent to the customers normal billing email address.

10.8 The customer cannot back date any terminations of services or agreements with S50

Incorporation of Terms

11. These terms and conditions are deemed as incorporated in part or in full of the terms and conditions of the customers service level agreement or subscriptions with the company

Liability and Indemnity

12. Nothing in these terms and conditions shall limit or exclude the company's liability for: 12.1 Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

12.2 Fraud or fraudulent misrepresentation; or

12.3 Any other liability which cannot be limited or excluded by applicable law

12.4 Subject to clause 12.1 the company shall not be liable to the customer whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with these terms and conditions, service level agreement or subscription contract for:

12.4.1 Loss of profits;

12.4.2 Loss of sales or business;

12.4.3 Loss of agreements or contracts

12.4.4 Loss of anticipated savings;

12.4.5 Loss of use or corruption of software, data or information;

12.4.6 Loss of damage to goodwill; and

12.4.7 Any indirect or consequential loss

Pre-paid Products and Services

13. In the event that the customer serves notice to end a service level agreement or subscription service with the company, the company shall not repay funds to the customer in lieu of any products or services that have been pre-paid in advance by the customer, whether subscription based or as part of a service level agreement between the company and the customer; including but not limited to banked hours, penetration testing, site visits, cloud computing services, SAAS, IAAS and PAAS.

13.1 Should the customer give notice to cancel any pre-paid products or services with the company, the customer can request the company provide these services during the notice period of a service level agreement or subscription, providing the customer pays all related invoices.

