



*All contracts of sale of IT equipment, hardware or software licenses and reselling of vendor products and services made by SISL Infotech (UK) Ltd shall be deemed to incorporate the following **'Trading Terms and Conditions'**.*

*Any contracts for provision of services such as Managed IT Services or Professional IT Services which SISL Infotech (UK) Ltd will perform as described in a Packaged Service Description or a signed Statement of Works shall be deemed to incorporate the following **'Managed and Professional Services Terms and Conditions'**.*

### **Trading Terms and Conditions:**

#### **1. Definitions**

- 1.1 "Business Customer" means a customer who is not a Consumer.
- 1.2 "Consumer" means an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession.
- 1.3 "SISL" means SISL Infotech (UK) Limited also referred to as "we" or "us" in these terms and conditions.
- 1.4 "Catalogue" means the catalogue of products and services offered by SISL.
- 1.5 "Force Majeure" means any cause affecting the performance by SISL of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but not limited to) governmental regulations, fire, flood or any disaster or industrial dispute affecting a third party.
- 1.6 "Normal Working Hours" means 9 am to 5 pm on a Working Day.
- 1.7 "Working days" means Monday to Friday, excluding Bank or other Public holidays in England.

#### **2. Orders**

- 2.1 All contracts of sale of IT equipment, hardware or software licenses and reselling of vendor services made by SISL Infotech (UK) Ltd shall be deemed to incorporate these **'Trading Terms and Conditions'**, which shall prevail over any other terms from the party ("the Customer") with whom SISL is dealing. Cancellation of orders by business to business customers is not accepted as many orders are dispatched on the same day the order is placed. Cancellation of orders by Consumers will be accepted in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Nothing in these terms and conditions is intended to impinge upon a Consumer's statutory or contractual rights to reject faulty goods.



- 2.2 All orders are subject to acceptance and to availability of the goods ordered: SISL is entitled to refuse any order placed by you.
- 2.3 You undertake that:
  - (a) all details you provide to us for the purpose of purchasing goods or services offered on our web site are correct and You, the Customer, accepts that full liability for orders placed using a valid user-id and password lies with You and not SISL and
  - (b) the credit or debit card you use to make a purchase from us is your own card or your company's card, that you are authorised to use it, and that there are sufficient funds or credit facilities to cover the cost of any goods or services you order from us. We reserve the right to obtain validation of your credit or debit card details before providing you with any goods or services.
- 2.4 Please note, SISL may record and / or monitor inbound and outbound calls and electronic traffic for training purposes.
- 2.5 SISL's privacy policy shall apply to orders placed. A copy of the policy can be found on our website.
- 2.6 All software is sold subject to the software publisher's end user license agreement (EULA), the terms of which the Customer agrees to adhere to.

### **3. Prices**

- 3.1. Goods and services are invoiced at the price prevailing at time of acceptance of order. VAT is charged at the rate applicable at the time of invoicing or otherwise in accordance with the law.
- 3.2. SISL reserves the right to modify the prices from time to time.
- 3.3. Any prices quoted by SISL in local currency may be adjusted by SISL due to fluctuations in the exchange rates.
- 3.4. All amounts payable hereunder are payable in full and remitted back to SISL without offset or deduction for taxes (including withholding tax) and custom duties.

### **4. Delivery, Title and Risk**

- 4.1. SISL shall use reasonable endeavours to dispatch goods by the date agreed with the customer but does not accept liability for failure to deliver within the stated time where this is caused by circumstances beyond our reasonable control, such as delays caused by delivery companies or manufacturer lead times. If a delay is likely, we shall contact the customer and advise of the delay. A customer who is a Consumer shall be entitled to cancel an order when advised of a delay if the revised delivery date is not acceptable.

- 4.2. In the case of a Business Customer, if SISL is unable to deliver the goods within 30 days of the agreed delivery date, the Customer will, as its sole remedy, be entitled to cancel the order and require any monies paid to SISL in respect of that order to be refunded. In order to cancel, the Customer must send written notice of cancellation to SISL after the above date but before delivery of the goods or notification from SISL that the goods are ready for delivery. This Clause does not apply to Consumers.
- 4.3. In the case of Business Customers, SISL does not accept liability for shortages or damage to deliveries unless the Customer notifies SISL of the shortage or damage in writing within 48 hours of receipt of the delivery. Consumers should notify shortages or damage within a reasonable period of becoming aware.
- 4.4. Business Customers are required to be able to accept the goods when they are ready for delivery within Normal Working Hours.
- 4.5. Delivery is deemed to take place when the goods are delivered to the Customer's nominated address, whereupon the risks of loss, breakage and all damage and all other risks shall pass to the Customer.
- 4.6. Title in the goods shall pass to the customer when payment in full for the said goods has been made under the contract relating thereto.
- 4.7. If the Customer cannot accept delivery, SISL may at its option: (a) store and insure the goods at the Customer's expense and risk or (b) sell the goods at the best price reasonably obtainable and (after deducting reasonable storage insurance and selling costs) pay to the Customer any excess over the sale price or charge the Customer for any shortfall or (c) rearrange delivery provided that SISL may charge the Customer for the additional delivery costs incurred.
- 4.8. The Customer may request a Proof of Delivery, provided that this request is made in writing within 3 months of the date of delivery and SISL shall use reasonable endeavours to provide such proof. Thereafter, delivery shall be deemed to have been successfully completed.
- 4.9. Upon delivery of the goods, the Customer will be asked to sign a Proof of Delivery to acknowledge safe receipt. It is the responsibility of the Customer to ensure that the number of packages delivered corresponds with the number stated on the delivery note. Where a discrepancy occurs or where there is evident damage to the packaging, this should be noted on the Proof of Delivery. SISL shall not be liable for discrepancies or damage evident on delivery where the Customer accepts delivery and signs the Proof of Delivery without amendment

## **5. Payment**

- 5.1. Payment is due on presentation of invoice unless credit terms have been agreed in writing with SISL. SISL shall invoice Customer: on acceptance of the Customer's order in respect of software; on shipment in respect of hardware; on completion of professional services or monthly in arrears in respect of recurring services unless otherwise agreed in writing and in advance in respect of maintenance and support services.
- 5.2. If payment is not made on the due date, SISL will be entitled to charge interest daily on the outstanding balance at the statutory rate and in any event an administration fee in the sum of £50 shall be applied to each overdue invoice.

## **6. Product specifications**

- 6.1. SISL makes every effort to supply the goods as advertised but reserves the right to supply the goods subject to minor variations in actual dimensions and specifications where these are changed by the manufacturer.
- 6.2. If SISL cannot supply the goods ordered by the Customer, SISL reserves the right to offer goods of equal or superior quality at no extra cost. In such a case, if the Customer does not wish to accept the alternative goods offered, he or she may cancel the order and require the refund of any money paid to SISL in respect of that order, including carriage charges. This shall be the sole remedy of the Customer in these circumstances.

## **7. Trade names and Trade Marks**

- 7.1. Trade names and marks (other than SISL's) are not always indications of the actual manufacturer of a particular product and may rather be indicative of general use systems and machines associated with such products.
- 7.2. In the case of component purchases, Customers requiring a particular brand of product should, before placing an order, check with SISL the identity of the manufacturer of component it is proposed to purchase.

## **8. Warranties and Returns**

Please note that special terms apply to Consumers who wish to return goods, which prevail over the provisions of this Clause 8. Customers who are Consumers are referred to Clause 12.

- 8.1. SISL is committed to providing our customers with the highest quality products and service. However, on rare occasions, products may be found to be faulty or defective. In such cases we offer the returns facilities described below.
- 8.2. Unless otherwise stated in the manufacturer's documentation, all goods delivered to a UK mainland address carry default manufacturer's warranty.

- 8.3. If you purchase goods in the course of your business, the following provisions of this Clause shall apply. Other than the express provisions set out in these terms and conditions, all other terms and the implied terms or warranties relating to the supply of goods are excluded to the fullest extent permitted by law. Goods are not tested or sold as being fit for any particular application or for use under specific conditions, unless expressly agreed in writing.
- 8.4. If you purchase services in the course of your business, the following provisions of this Clause shall apply. SISL shall use its skill and expertise to carry out any contracted works (the "Service(s)") to a standard equivalent to that of a competent computer professional, and shall warrant our work as free from defects, for a period of 30 days after completion. In particular, we cannot be held responsible for any fault or damage not caused by SISL services' engineers or its contracted agents. In the event of a claim arising relating to the level of skill and judgement applied in the course of providing Services, SISL reserves at its sole discretion the right to appoint an independent expert in the field to appraise the work carried out in the execution of the Service(s). Additionally, SISL cannot be held responsible for equipment installed or configured when the equipment has subsequently been altered or configured by persons other than SISL. Except as set out here, all other express or implied terms or warranties relating to the Services are excluded to the fullest extent permitted by law.
- 8.5. Subject to the rights of Consumers to return goods for refund under The Consumer Contracts Regulations 2013 and The Consumer Rights Act 2015 (see Clause 12), SISL does not sell products on a trial basis. Customers are strongly advised to check suitability and specifications of products before ordering. In some instances, Customers may benefit from special price discounts issued by a manufacturer specifically for their benefit. Such goods are not returnable to the manufacturer and may not be sold to other customers. Accordingly, orders for such goods cannot be cancelled and SISL can only accept a return of such Goods where they prove to be defective and the Goods are returned for repair or replacement.
- 8.6. In the event that SISL, at its discretion (unless the Consumer Contracts Regulations 2013 or Consumer Rights Act 2015 apply, see Clause 12), agrees to accept the return for credit of unwanted products, the goods must be returned with SISL's prior written agreement within 14 days of delivery. The goods must be unopened and in perfect re-saleable condition. All goods returned in these circumstances will be subject to a handling fee of 15% of SISL's sale price for the goods, or £20, whichever is the greater.
- 8.7. Subject to testing to verify any alleged fault, we will accept the return of defective goods for full refund or replacement at our option, if, but only if, the goods are returned within 14 days of delivery. Consumers who wish to return defective products are not obliged to follow the processes set out below but are recommended to do so as this helps us to provide a more efficient returns service.
- (a) SISL's technical support staff or Customer Support staff, as appropriate, will advise you of which method of delivery to use to return the products. Depending on the nature of the product purchased, we will either arrange a courier collection, or request that you return the product directly to us. If the goods are found on inspection to be defective, the cost of returning the item will be refunded to you. Authorised product returns must be sent to our

registered office address.

(b) SISL offers a “no charge” collection, repair and delivery service (on the UK mainland only) for hardware which is shown to be faulty provided that the fault is reported within 14 days of delivery. If we have arranged for a courier collection of your product, we are unable to specify the collection time, and it is your responsibility to ensure that someone will be present at the collection address when the courier arrives.

(c) All returned goods (except those returned under Clause 12) must be accompanied by SISL’s Returns Authorisation number (‘RA Number’) which can be obtained by contacting Customer Support. Returned goods will not be accepted without an RA Number. Do not write directly on the manufacturer’s packaging. Please write the RA number on the address label provided with the Returns Authorisation and attach it to the returned package. Any defacement of the manufacturer’s packaging or damage caused by inadequate packaging may result in the rejection of the return or an additional restocking fee, at SISL’s sole discretion.

(d) SISL cannot accept liability for packages damaged during transit. It is the Customer’s responsibility to wrap the product adequately to prevent damage.

(e) Proof of postage is not proof of delivery and you are therefore strongly advised to send your package by recorded delivery, registered post or courier, and to insure the goods for their full value.

(f) On receipt of the returned product, we will test it to identify the fault you have notified to us.

(g) If following the testing process, the product is found to be in good working order without defect, we will return the product to you, and the carriage costs of this return will be your responsibility. Please note that if you have, in the meantime, required us to provide you with a replacement product before completion of the testing process, you will have to pay for this product also. This Clause does not apply to Consumers returning goods pursuant to Clause 12.

(h) Customers who wish to make a warranty claim must comply with the manufacturer’s instructions and warranty procedure. In order to resolve your problem as quickly as possible, we may refer you to the product manufacturer who will deal directly with the return. In these instances, we will provide you with the contact information for the relevant manufacturer. If you are a consumer, this does not affect your statutory rights.

(i) This warranty shall not apply if the goods have been worked upon, altered or damaged in any way by the Customer or its employees or agents, or to goods not used in accordance with the manufacturer’s instructions.

(j) No software on which seals have been broken can be returned for credit. If any software discs are faulty, the manufacturer will replace them. If you are a consumer this does not affect your statutory rights. Please note Software Licenses are non-returnable.

(k) Some manufacturers require goods to be returned within 14 days or less in order to secure refund. In such instances the manufacturer's time limit will apply and therefore SISL will only accept a return within 14 days of purchase or the manufacturer's time limit, if that limit is less than 14 days. This is clearly indicated on the catalogue page for the particular product. We can only accept the return of a defective product that does not meet the description, if they are returned to us within 14 days. Beyond that period, you will be deemed to have accepted the goods and you must therefore check the goods promptly on receipt.

## **9. SISL's liability**

9.1. In its dealings with Business Customers, SISL shall under no circumstances be liable for any consequential or indirect damage or loss, however caused, including (but not restricted to) loss of business or profits, loss of goodwill, damage to trading relationships loss of data and other financial loss. ("Financial loss" in this sense does not refer to the price you have paid for the goods, which we may be liable to refund to you, in whole or in part, if the goods are faulty or do not comply with their description). SISL's liability in respect of all other losses shall be limited to the invoiced amount of the relevant order.

9.2. Nothing in this agreement shall limit SISL's liability for death or personal injury caused by its negligence.

## **10. Health and Safety**

10.1. SISL confirms that the goods it supplies as a distributor do not present a hazard to health and safety:

- (a) when properly used for the purpose for which they are designed; and
- (b) if the Customer takes reasonable and normal precautions in their use.

## **11. Force Majeure**

11.1. Where, in spite of its reasonable efforts, SISL is unable to perform an obligation due to circumstances beyond its reasonable control, it shall not be deemed to be in breach of its contract with the Customer.

## **12. Consumer Regulations**

12.1. Contracts for the purchase of goods by a Customer not acting in the course of a business (a Consumer) and made over the telephone or through the SISL website, or by mail order, are, with the exception of certain excepted contracts, subject to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, the Consumer Protection (Amendment) Regulations 2014 and the Consumer Rights Act 2015 ("the Regulations").

- 12.2. If the Regulations apply, Customers may cancel goods purchased from SISL by sending a written notice of cancellation (in the form made available to Consumers by SISL) by post or hand delivery addressed to our registered office.
- 12.3. The notice of cancellation must be delivered within fourteen (14) calendar days of the day after date of delivery of the goods.
- 12.4. The Customer will be responsible for the cost of returning the goods if he or she exercises this right of cancellation under the Regulations. If the Customer does not actually return the goods to SISL, the Customer is under a duty to make the goods available for collection at the Customer's expense from the address to which they were delivered.
- 12.5. The Customer is under a duty to retain possession of the goods whilst awaiting return to SISL and to take reasonable care of them during this period. The Customer will be liable for any loss of or damage to the goods if he or she fails to comply with this obligation.
- 12.6. To be entitled to a refund, the Customer must return all cancelled goods within 14 calendar days from the date of cancellation.
- 12.7. A refund will be made to the Consumer Customer only after receipt by SISL of the cancelled goods (or evidence is provided to SISL of such return).
- 12.8. All refunds will be subject to a deduction of an amount for any diminished value in the returned goods.
- 12.9. Refunds for Goods which are found to be defective shall be provided subject to and in accordance with the Consumer Rights Act 2015.
- 12.10. Alternative Dispute Resolution details will be provided upon request.

### **13. Errors and Omissions**

- 13.1. SISL makes every effort to ensure that all prices and descriptions quoted in its catalogue, promotional emails and on its website are correct and accurate. However, the frenetic tempo of e-commerce makes it inevitable that mistakes will occasionally occur. In the case of a manifest error or omission, SISL will be entitled to rescind the contract, notwithstanding that it has already accepted the Customer's order and/or received payment from the Customer. SISL's liability in that event will be limited to the return of any money the Customer has paid in respect of the order. In the case of a manifest error in relation to price, the Customer will be entitled to purchase the goods by paying the difference between the quoted price and the correct price, as confirmed in writing by SISL after the manifest error has been discovered.



- 13.2. A 'manifest error', as the term is used in sub-paragraph (1) above, means, in relation to an incorrect price, a price quoted in error by SISL which is more than 10% less than the price that would have been quoted had the mistake not been made.

#### **14. WEEE Regulations**

- 14.1. For all Goods sold in the UK which fall under the WEEE Regulations, the Business Customer shall ensure they follow the Producer (manufacturer) directions for disposal and recycling thereof. SISL shall not be responsible for any costs thereof. Such directions can be found either accompanying the Goods or on the manufacturers' website. The household user (Consumer) is required to log on to <http://www.recycle-more.co.uk> for details of their nearest disposal and recycle operation in the UK and agrees to return all Goods as directed on the site and in accordance with the Regulations. In Ireland, SISL products are sold directly to Business Customers from sales officers in other Member States. Selling products directly to an end-user in another Member State is known as 'distance selling'. The WEEE Directive and Member State WEEE Regulations state that SISL is not responsible for WEEE arising from distance sales of business products directly to the business customer in other Member States. Instead, it is the business customers' responsibility to ensure that products which they buy through distance selling arrangements are managed in an environmentally responsible manner at the end of life and in accordance with the WEEE Regulations. In purchasing such products from SISL the Business Customer agrees to comply with these Regulations and, in so doing, the Business Customer agrees to register with the WEEE Registry in Ireland.

#### **15. Export Restrictions**

- 15.1. Customer acknowledges that some goods are controlled for resale or export by the U.S. Department of Commerce, the EU or EU/EFTA member state bodies and / or other applicable restrictions and that such goods may require authorization prior to resale or export. Customer agrees that it will not export, re-export, or otherwise distribute goods, or any direct products thereof, in violation of any dual use restrictions and export control laws or regulations of the U.S., the EU or any EU/EFTA member state or other applicable jurisdiction.
- 15.2. Please note that (some of) the products supplied by us fall within the scope of the EU regulation 428/2009 and that an export license is required to transfer the goods outside of the EU. In case of export of these products outside of the EU, you will be responsible for obtaining such licenses from the relevant authority.
- 15.3. Customer shall indemnify SISL for any claims, losses, costs, liability and charges, including reasonable legal fees incurred by SISL as a result of Customer's breach of any export controls or regulations.
- 15.4. It shall be the Customer's responsibility to comply with all export and other resale restrictions. Upon request the Customer agrees to reaffirm in writing its compliance and its intentions to comply with applicable export and restricted user and uses regulations.

## 16. Anti-Bribery

### 16.1. The Customer shall:

- (a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);
- (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- (c) have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirement, the Relevant Policies and clause 1.1(b), and will enforce them where appropriate;
- (d) promptly report to the Supplier any request or demand for any undue financial or other advantage of any kind received by the Customer in connection with the performance of this agreement;
- (e) immediately notify the Supplier if a foreign public official becomes an officer or employee of the Customer or acquires a direct or indirect interest in the Customer (and the Customer warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this agreement)

### 16.2. Breach of this clause 16 shall be deemed a material breach.

### 16.3. For the purpose of this clause 16, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

## 17. Confidential Information and Data Protection

### 17.1. Each party shall preserve the confidentiality of all confidential information of the other which it receives, keep such information secure and protected against theft, damage, loss or unauthorised access, and not use such information for any purpose except as contemplated by the Contract. Moreover, each party shall ensure that such obligations are observed by its employees, officers, agents and contractors. These obligations shall survive the variation, renewal or termination of the Contract for a period of three years but shall not apply to information which is already in or subsequently comes into the public domain through no fault of the recipient.

### 17.2. Each Party shall process personal data in accordance with the Data Protection Legislation (which includes applicable data protection legislation including the General Data Protection Regulation ((EU) 2016/679) (GDPR), the Data Protection Directive (95/46/EC), and any national implementing laws, regulations and secondary legislation) as amended from time to time. Terms used throughout this clause including “data controller”, “data processor”, “data

subject”, “personal data” and “processing” are as defined in the Data Protection Legislation.

17.3. Personal data processing will be accomplished through electronic and non-electronic means, for the purpose of these terms and conditions. Customer is responsible for obtaining the consent of all Customer related data subjects whose personal data is provided to or otherwise made available to SISL pursuant to these terms and conditions or any order. Customer authorises SISL to engage sub-processors to the extent required for the performance of these terms and conditions and/or any order. SISL shall in respect of any personal data of the Customer processed under these terms and conditions to maintain such personal data under appropriate, commercially reasonable and sufficient technical and organisational security measures to protect such personal data or information and both Parties warrant to have taken all appropriate registrations under relevant EU Data Protection Legislation. Customer authorises SISL to transfer and (sub)process any personal data outside of the European Economic Area (EEA) in order to perform these terms and conditions and/or the orders, other legal obligations and/or for SISL’s other legitimate interests, provided that such transfer is made in accordance with Data Protection Legislation. Transfers made within the SISL group of companies will be made under a legal framework compliant with the Data Protection Legislation such as the Privacy Shield or the European Commission approved Model Contract Clauses. SISL’s privacy policy shall apply to orders placed. A copy of the policy can be found on SISL’s website. Notwithstanding any other provision of these terms and conditions, Customer agrees that SISL shall not be considered a data processor or data controller or in any other way have any responsibilities or liability (and the Customer holds SISL harmless) in respect of the processing of personal data pursuant to a Product or Service (including cloud service) provided by a third party supplier of product or services transacted by SISL and where SISL is not processing such data. Such processing of personal data shall be subject to the arrangements and contract terms entered in to directly between Customer and the third-party provider.

## **18. Marketing**

18.1. SISL will be using the Consumer’s company name and logo for its marketing efforts unless and until such a use of this information is revoked in writing by the Consumer.

## **19. General**

19.1. Nothing in these terms and conditions affects your statutory rights as a Consumer.

19.2. If any provision in this Agreement is held to be invalid or unenforceable, it shall be deemed severed from the Agreement and this shall not affect the validity or enforceability of the remaining provisions.

19.3. Any waiver of a breach of this Agreement must be in writing.



- 19.4. Any variation of this Agreement must be in writing and signed by a duly authorised SISL official.
- 19.5. The headings are for convenience only and shall not affect the interpretation of this Agreement.
- 19.6. Any notices given under this Agreement shall be in writing and sent (a) by first class prepaid post to the last known address of the party; or (b) by fax to their last known fax number; or (c) by e-mail to the last notified e-mail address of the party.
- 19.7. These terms and conditions shall be governed by and construed in accordance with the laws of England & Wales and the parties submit to the non-exclusive jurisdiction of the English courts.
- 19.8. SISL may at its discretion record telephone transactions for staff training and quality control purposes.

## **Managed and Professional Services Terms and conditions:**

### **1. Definitions**

- 1.1. "Client" means the client to whom SISL is providing the Services.
- 1.2. "SISL" means SISL Infotech (UK) Limited, its subsidiaries and any of its subcontractors.
- 1.3. "Services" means the services which SISL will perform as described in a Packaged Service Description or a signed Statement of Works.
- 1.4. "Data" means Client data to the extent that it relates to their requirements for Services or is necessary for the proper provision of the Services to the Client
- 1.5. "Normal Working Hours" means 9.00 am to 5.30 pm on a Working Day.
- 1.6. "Working Day" means Monday to Friday, excluding Bank or other Public holidays in England.
- 1.7. "Statement of Works" or "SOW" means the document agreed by the parties which specifies the Services to be provided and the requirements for their provision.
- 1.8. "Equipment" means the products sold by SISL as part of the provision of "Services" set out in the Statement of Works or in a Packaged Service Description.
- 1.9. "Out of Hours" means time outside of Normal Working Hours.
- 1.10. "Packaged Service" means a standard pre-defined and repeatable service offering which SISL will perform as described in a Packaged Service Description.
- 1.11. "Packaged Service Description" means the document setting out the scope of a Packaged Service.

### **2. Orders**

- 2.1. All contracts for the provision of Services and Equipment by SISL shall be deemed to incorporate these '**Managed and Professional Services Terms and Conditions**', which shall prevail over any other terms from the Client. Once an order has been received, if the Client wishes to cancel the order, the Client will be liable for the cancellation and postponement charges as set out in these terms and conditions (see "Cancellation/Postponement" below).
- 2.2. All orders are subject to acceptance and to availability to provide the Services ordered: SISL is entitled to refuse any order placed by the Client.

- 2.3. The Client undertakes that all details it provides to SISL for the purpose of purchasing Equipment or Services are correct.

### **3. Prices**

- 3.1. Services and Equipment, together with VAT, are invoiced at the price as set out in the Statement of Works or quote. The Statement of Works and quote pricing are valid for 30 days only from the date of the Statement of Works or quote, unless otherwise stated therein.
- 3.2. SISL reserves the right to modify the prices from time to time for future orders.
- 3.3. Any estimates made by SISL for the cost of any Services and Equipment shall be estimates only. Whenever estimated prices are quoted, SISL shall use all reasonable efforts to perform the relevant Services at the estimated price but in no event shall such estimates constitute a fixed price or a not-to-exceed price agreement unless stated otherwise in the Statement of Works or quote.
- 3.4. Any prices quoted by SISL in a local currency may be adjusted by SISL due to fluctuations in the US Dollar exchange rate.

### **4. Delivery, Title and Risk**

- 4.1. SISL shall use reasonable endeavours to despatch Equipment by the date agreed with the Client but does not accept liability for failure to deliver within the stated time where this is caused by circumstances beyond SISL's control. This may include but shall not be limited to such as delays caused by couriers or manufacturer lead times. If it appears a delay may be likely, SISL shall use all reasonable efforts to contact the Client and advise of the delay.
- 4.2. SISL does not accept liability for shortages or damage to deliveries unless the Client notifies SISL of the shortage or damage in writing within 48 hours of receipt of the delivery.
- 4.3. Clients are required to be able to accept the Equipment when they are ready for delivery within Normal Working Hours.
- 4.4. Title in the Equipment does not pass to the Client until payment is received in full by SISL. In any event title in software shall remain with the software vendor.
- 4.5. If the Client cannot accept delivery, SISL may at its option: (a) store and insure the Equipment at the Client's expense and risk or (b) sell the Equipment at the best price reasonably obtainable and (after deducting reasonable storage insurance and selling costs) pay to the Client any excess over the sale price or charge the Client for any shortfall or (c) re-arrange delivery provided that SISL may charge the Client for the additional delivery costs incurred.

- 4.6. Some of the products supplied by SISL fall within the scope of the EU regulation 428/2009 and that these goods are subject to controls when transferred outside of the EU. In case of export of these products outside of the EU, Client will be responsible for obtaining the required licences from the relevant authority.

## **5. Product specifications**

- 5.1. If SISL cannot supply the Equipment ordered by the Client, SISL reserves the right to offer Equipment of equal or superior quality at no extra cost. In such a case, if the Client does not wish to accept the alternative Equipment offered, it may cancel the order and require the refund of any money paid to SISL in respect of that order, including carriage charges. This shall be the sole remedy of the Client in these circumstances.

## **6. Pre-requisites & Essential Requirements**

- 6.1. The Client shall provide SISL and its staff sufficient working space as well as such access to the Client's personnel, files and equipment at the Client's facility as SISL reasonably deems necessary for the performance of the Services.
- 6.2. The Client shall:
- Comply with the obligations set out in these terms and conditions;
  - Undertake the specific obligations specified in the Statement of Works or Packaged Service Description;
  - Ensure that any assumptions or dependencies set out in the Statement of Works or Packaged Service Description are fulfilled or complied with as the case may be.
- 6.3. If the Client fails to fulfil any of its responsibilities under these terms and conditions in a proper and timely manner and such failure causes a delay in the performance of the Services or results in additional costs to SISL, SISL shall take such action as it deems reasonably prudent and shall provide the Client with a written specification of such delay and the resulting costs. The Client agrees to pay these costs to SISL at the then current standard SISL rates for the Services involved.
- 6.4. In the event that SISL removes any of the Client's hardware from its site, unless it is otherwise specifically agreed in writing by the parties at the time, SISL shall be entitled to assume that all data of a sensitive nature and personal data (as defined by the Data Protection Legislation) has been removed from the tapes or other media and the Client agrees to indemnify SISL from all and any claims and proceedings made or brought by any person in respect of any loss, damage or distress to that person by reason of any wrongful disclosure of any personal data on any such media or tapes.
- 6.5. Client shall be solely responsible for maintaining back-up copies of all data.

- 6.6. Unless specified in the Statement of Works or Packaged Service Description, Services do not include any electrical, network or external communications infrastructure cabling specification or installation.
- 6.7. All such network cabling and associated sockets should be in their correct location and tested by the Client prior to the Equipment installation date.
- 6.8. All agreed Equipment locations will be final and adequate power sockets must be available.
- 6.9. No additional work will be undertaken if not included on the Statement of Works or Packaged Service Description. A Request for Change Document may be drawn up by SISL to cover such work, but it must be agreed and signed by the Client before such additional work can be carried out.
- 6.10. Under no circumstances will any Equipment be released, or the Client given access to any Equipment, until SISL has finished the Services unless otherwise expressly stated in the Statement of Works or Packaged Service Description.
- 6.11. Any existing equipment belonging to the Client being utilised or connected, must be fully operational and virus free, and fully accessible to SISL during the installation.
- 6.12. Delays on site caused by faulty equipment, not supplied by SISL, services not being ready, or access restrictions may incur additional charges at the then current SISL rates.

## **7. Service Performance**

- 7.1. SISL shall use reasonable endeavours to provide the Services by the date agreed with the Client but does not accept liability for failure to deliver within the stated time where this is caused by circumstances beyond SISL's reasonable control. If a delay is likely, SISL shall contact the Client and advise of the delay.
- 7.2. Unless otherwise agreed, the arrival time on site is for a 9.00am start on the date booked.
- 7.3. Installation and completion dates are an estimate and are dependent on the Client complying with its obligations and third parties complying with their obligations. Installation and completion dates are not guaranteed. If, solely due to SISL's negligence, a component of the Services is unreasonably delayed the Client's sole remedy is to reject that component.
- 7.4. Clients are required to give SISL access to provide/install the Services within Normal Working Hours and Out of Hours (where agreed).
- 7.5. If the Client cannot allow SISL access to provide/install the Services on the agreed date SISL may re-arrange provision/installation of the Services provided that SISL may charge the Client for the additional costs incurred at the then current SISL rates.



7.6. It is the responsibility of the Client to ensure that the Services provided correspond with the Statement of Works or Packaged Service Description.

7.7. Upon completion of the Services, Client will be notified of the same. The Services are deemed to be accepted if the Client has not raised any concerns in writing with SISL within 3 days thereafter.

## **8. Software**

8.1. Any software provided as part of the Services is subject to any accompanying End User License Agreement and the terms thereof. The Client agrees to be bound by the same.

## **9. Payment**

9.1. SISL shall invoice the Client on the payment dates specified in the Statement of Works or in the Packaged Service Description, if none are specified, SISL shall invoice Client: on acceptance of the Client's order in respect of software; on shipment in respect of hardware; on completion of professional services or monthly in arrears in respect of recurring services unless otherwise agreed in writing; and in advance in respect of maintenance and support services. Payment is due on presentation of invoice unless credit terms have been agreed in writing with SISL.

9.2. If payment is not made on the due date, SISL will be entitled to charge interest daily on the outstanding balance at the rate of 3% above Barclays Bank PLC base lending rate from time to time and in any event an administration fee in the sum of £50 shall be applied to each overdue invoice.

9.3. The provision of any services outside the scope of the Services as set out in the Statement of Works or Packaged Service Description shall be billed to the Client at the then current SISL rates for such services.

9.4. Amounts stated do not include taxes. All additional taxes or duties which SISL shall have to pay or collect in connection with the provision of the Services shall be borne by the Client (except for taxes based on SISL's income). VAT will be charged at the rate prevailing at the date of invoice.

## **10. Cancellation/Postponement**

10.1. Once a purchase order has been received for the services defined within the Statement of Works or Packaged Service Description, the Client will be liable for the following cancellation and postponement charges;

- Less than 48 hours in advance of agreed commencement date of Services - 100% of the service order value
- 5 days to 48 hours in advance of agreed commencement date of Services - 75% of the service order value
- 10 days to 6 days in advance of agreed commencement date of Services - 50% of the service order value
- 11 days to 14 days in advance of agreed commencement date of Services - 25% of the service order value
- 14 days or more in advance of agreed commencement date of Services - No Charge

10.2. Notwithstanding the above, any built-to-order or non-cancellable hardware or software cannot be cancelled.

## **11. Confidentiality and Data Protection**

11.1. Both SISL and the Client acknowledge that they may receive information and material constituting trade secrets concerning the business, finances, systems, products and documentation of the other (“Confidential Information”). Confidential Information shall be limited to information clearly identified as confidential. Both SISL and the Client agree to protect and preserve the confidentiality of the other’s Confidential Information using the same standard of care as it uses to protect its own Confidential Information of a similar nature, but in no event using a lesser standard than a reasonable standard of care. The parties agree to hold each other’s Confidential Information in confidence while the Services are being performed and for a period of three years thereafter.

11.2. Both SISL and the Client will only divulge Confidential Information to those employees, sub-contractors and agents who have entered into a binding written agreement to maintain confidentiality and for whom knowledge of the Confidential Information is necessary for the proper performance of their duties.

11.3. Each Party shall process personal data in accordance with the Data Protection Legislation (which includes applicable data protection legislation including the General Data Protection Regulation (EU 2016/679) (GDPR), the Data Protection Directive (95/46/EC), and any national implementing laws, regulations and secondary legislation) as amended from time to time. Data processing will be accomplished through electronic and non-electronic means, for the purpose of these terms and conditions. Terms used throughout this clause including “data controller”, “data processor”, “data subject”, “personal data” and “processing” are as defined in the Data Protection Legislation.

11.4. Client is responsible for obtaining the consent of all Client related data subjects whose personal data is provided to or otherwise made available to SISL pursuant to these terms and conditions. Client authorises SISL to engage sub-processors to the extent required for the performance of the terms and conditions and/or order and/or SOW. SISL shall in respect of

any personal data of the Client processed under these terms and conditions to maintain such personal data under appropriate, commercially reasonable and sufficient technical and organisational security measures to protect such personal data or information and both Parties warrant to have taken all appropriate registrations under relevant EU data protection legislation. Client authorises SISL to transfer and (sub)process any personal data outside of the European Economic Area (EEA) in order to perform these terms and conditions and/or the orders and/or SOW, other legal obligations and/or for SISL's other legitimate interests, provided that such transfer is made in accordance with Data Protection Legislation. Transfer made within the SISL group of companies will be made under a legal framework compliant with the Data Protection Legislation such as the Privacy Shield or the European Commission approved Model Contract Clauses. SISL's privacy policy shall apply to orders placed and SOW. A copy of the policy can be found on SISL's website. Notwithstanding any other provision of these terms and conditions, Client agrees that SISL shall not be considered a data processor or data controller or in any other way have any responsibilities or liability (and the Client holds SISL harmless) in respect of the processing of personal data pursuant to a product or Service (including cloud service) provided by a third party supplier of product or services transacted by SISL and where SISL is not processing such data. Such processing of personal data shall be subject to the arrangements and contract terms entered in to directly between Client and the third-party provider.

## **12. Intellectual Property**

- 12.1. All service data collected by SISL (including but not limited to asset data bases, call data and system configuration details) shall belong to SISL.
- 12.2. All Intellectual Property rights in the Services provided by SISL shall belong to SISL.

## **13. Warranties**

- 13.1. SISL warrants that: -
  - (a) it shall use reasonable skill and care to carry out the Services to the generally accepted industry standards and the Services shall be supplied and rendered by appropriately experienced, qualified and trained personnel in a professional and workmanlike manner
  - (b) the Services will be free from defects for a period of 30 days after completion. The Client shall report in detail any deficiencies in the Services to SISL in writing within 3 days of completion of the Services. In the event of a breach of warranty, Client shall allow SISL the opportunity to correct errors or re-perform the Services so as to comply with the warranties set out in sub clauses (a) and (c).

- (c) the Services, when supplied, shall conform to the description and service level agreements set out in the relevant Statement of Works or Packaged Service Description;
  - (d) the provision of the Services and Clients' use thereof shall not infringe any Intellectual Property Rights of any third party. This warranty does not apply insofar as it relates to items of hardware, software or other equipment manufactured by third party OEM's
  - (e) where the provision of the Services involves the supply or fitting of spare parts, title to such parts shall pass to the Client once the relevant part is fitted and the parts removed shall become the property of SISL, unless otherwise specified in a Statement of Works or Packaged Service Description;
- 13.2. SISL cannot be held responsible for any fault or damage not caused by SISL. In the event of a claim arising relating to the level of skill and judgement applied in the course of providing Services, SISL reserves at its sole discretion the right to appoint an independent expert in the field to appraise the work carried out in the execution of the Services. Additionally, SISL cannot be held responsible for equipment installed or configured when the equipment has subsequently been altered or configured by persons other than SISL.
- 13.3. In relation to Equipment, SISL warrants that SISL does not sell products on a trial basis. Clients are strongly advised to check suitability and specifications of Equipment before ordering. In some instances, Clients may benefit from special price discounts issued by a manufacturer specifically for their benefit. Such Equipment is not returnable to the manufacturer and may not be sold to other Clients.
- 13.4. Unless otherwise stated in the manufacturer's documentation, all Equipment delivered to a UK mainland address carries a manufacturer's warranty. Clients who wish to make a warranty claim must comply with the manufacturer's instructions and warranty procedure.
- 13.5. No software on which seals have been broken can be returned for credit. If any software discs are faulty, the manufacturer will replace them. Please note Software Licences are non-returnable unless the software is materially non-compliant with its specification or the physical media on which it is supplied is defective.
- 13.6. Except as set out here all warranties and conditions, whether express or implied by statute, common law or otherwise relating to the Services are hereby excluded to the fullest extent permitted by law.
- 13.7. The Client warrants that it has the authority to provide information and personal data to SISL and authorises SISL to handle the Client's information and personal data and to transfer it to third parties to the extent required to deliver the Services.

#### **14. SISL's liability**

- 14.1. SISL shall under no circumstances be liable for any consequential or indirect damage or loss, however caused, including (but not restricted to) loss of business or profits in the ordinary course, loss of goodwill, damage to trading relationships loss of data and other financial loss. SISL's liability in respect of all other losses shall be limited to the invoiced amount of the relevant order.
- 14.2. Nothing in this agreement shall limit SISL's liability for death, personal injury fraud or fraudulent misrepresentation.

## **15. Force Majeure**

- 15.1. Where, in spite of its reasonable efforts, SISL is unable to perform an obligation due to circumstances beyond its reasonable control, it shall not be deemed to be in breach of its contract with the Client.

## **16. Termination**

- 16.1. If either party materially breaches any of its obligations and the breach has not been remedied within 30 days after written notice is given to the defaulting party specifying the breach, the party not in default may by written notice terminate this agreement (including the relevant Statements of Works or Packaged Service Description) as of the date specified in such termination notice.
- 16.2. Either party may terminate this agreement or the relevant Statement of Works or Packaged Service Description or suspend work if:
- (a) the other party fails to promptly pay any amount due to be paid under this agreement or Statement of Works or Packaged Service Description; or
  - (b) the other party passes a resolution for winding up (save for the purpose of solvent amalgamation or reconstruction) or suffers a winding-up order being made against it; or
  - (c) a receiver, administrative receiver, administrator or similar officer is appointed over the other party.

## **17. Errors and Omissions**

- 17.1. SISL makes every effort to ensure that all prices and descriptions quoted are correct and accurate. In the case of a manifest error or omission, SISL will be entitled to rescind the

contract, notwithstanding that it has already accepted the Client's order and/or received payment from the Client. SISL's liability in that event will be limited to the return of any money the Client has paid in respect of the order. In the case of a manifest error in relation to price, the Client will be entitled to purchase the Equipment or Services by paying the difference between the quoted price and the correct price, as confirmed in writing by SISL after the manifest error has been discovered.

- 17.2. A 'manifest error', as the term is used in sub-paragraph (1) above, means, in relation to an incorrect price, a price quoted in error by SISL which is more than 10% less than the price that would have been quoted had the mistake not been made.

## **18. Marketing**

- 18.1. SISL will be using the Client's company name and logo for its marketing efforts unless and until such a use of this information is revoked in writing by the Client.

## **19. Compliance with relevant requirements**

- 19.1. The Client shall:
- (a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);
  - (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
  - (c) have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirement, the Relevant Policies and clause (a), and will enforce them where appropriate;
  - (d) promptly report to SISL any request or demand for any undue financial or other advantage of any kind received by the Client in connection with the performance of this agreement;
  - (e) immediately notify SISL if a foreign public official becomes an officer or employee of the Client or acquires a direct or indirect interest in the Client (and the Client warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this agreement);
- 19.2. Breach of this clause shall be deemed a material breach.
- 19.3. For the purpose of this clause, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

## 20. General

- 20.1. If any provision in these terms and conditions is held to be invalid or unenforceable, it shall be deemed severed from the terms and conditions and this shall not affect the validity or enforceability of the remaining provisions.
- 20.2. Any variation of these terms and conditions must be in writing and signed by a duly authorised SISL official.
- 20.3. Any notices given under these terms and conditions shall be in writing and sent (a) by first class pre-paid post to the last known address of the party; or (b) by fax to their last known fax number; or (c) by e-mail to the last notified e-mail address of the party.
- 20.4. These terms and conditions shall be governed by and construed in accordance with the laws of England & Wales and the parties submit to the non-exclusive jurisdiction of the English courts.
- 20.5. SISL may at its discretion record telephone transactions for staff training and quality control purposes.