

## General terms and conditions of trade with Prosyn Ltd

**Prosyn Ltd** endeavour to provide all our customers with the highest level of service.

### Terms of Trade

These "Terms and Conditions" will apply to and govern all Contracts under which "Prosyn Ltd", its affiliates, subsidiaries, agents or contractors acting on its behalf, agree to supply goods and services, and shall prevail over any terms and conditions of the client, whether referred to in the client's order, or in correspondence and elsewhere, or implied by trade custom practice or course of dealing. Any purported provisions to the contrary are hereby excluded or extinguished. No variation of these terms and conditions shall be effective unless previously agreed in writing.

### Terms:

1. **Security and data safeguarding:** It is the client's responsibility to ensure that prior to Prosyn Ltd starting work on its computer system or other electronic installation, that all critical data has been backed up, and that appropriate recovery procedures are in place. In compliance with English Law and Criminal Justice Acts, Prosyn is obliged to report any apparent infringements found on data during recovery or any other works.
2. **Software Licensing:** It is the client's responsibility to comply with the terms of use, distribution, duplication and other requirements, whether public or private in origin, applicable to any software supplied through Prosyn Ltd or for any software for which Prosyn Ltd is asked to work on. The Prosyn Ltd employee working on site may delay any project until proof of licensing can be provided.
3. **Hardware and software supply and warrantee:** Prosyn Ltd supply industry standard branded hardware and recognised system software unless otherwise specified by the client. Unless otherwise stated all warrantee's are with the vendor and are on a return to base basis. Prosyn Ltd will take charge of this procedure at our normal hourly rates. Software vendors change and update their packages to correct errors on an on-going basis. Prosyn Ltd takes no responsibility for errors occurring in such software and while we will aim to provide any resolution specified by the vendor this will be done at our hourly rate.
4. **Maintenance of Protection:** It is the client's responsibility to ensure that the effectiveness of any software supplied by Prosyn Ltd is maintained, by acquisition from the original developer of such database files, programme patches or other revisions, as may become available from time to time. Under maintenance agreements Prosyn Ltd may request that the on-site engineer updates any critical patches required. While every precaution will be taken to avoid disruption, Prosyn Ltd takes no responsibility for any errors in software developed by third parties.
5. **Privacy:** It is the client's responsibility to ensure that all applicable civil liberty legislation and personal privacy safeguards are observed when using software supplied by Prosyn Ltd, both those enshrined in UK and EU law, and those included in any telecoms service contracts entered into by the Client.
6. **Payment:** Prices charged on any quotation are exclusive of VAT and delivery, unless otherwise stated, and may be varied without prior notice. Payment shall be made on the date of delivery of goods or completion of works, unless credit facilities have been approved in writing. In the event of late payment, interest will accrue at the base rate of Barclays Bank plc plus two per cent.
7. **Delivery:** The dates for delivery of goods, materials or execution of activities mentioned in any quotation or acknowledgement of orders are approximate only. Delivery may be made in whole, or in part, at the discretion of Prosyn Ltd, and, where delivered by instalments shall be invoiced separately and seen as separate contracts. If, in the case of the contract or any order involving more than one delivery, default is made in payment on the due date, Prosyn Ltd shall have the right to suspend any further deliveries or activities pending payment, or to terminate the contract in its entirety. Delivery charges will be levied for all deliveries and is door to door only. Any further requirements will be met by Prosyn Ltd engineering staff at our standard engineering rates.
8. **Copyright:** Copyright of all material originated by Prosyn Ltd, either in the form of pre-contract documentation, site documentation or as text, images, research papers or electronically stored code for the manipulation, transmission and presentation of information, remains property of Prosyn Ltd. By separate negotiation and upon payment in full, copyright may be assigned or licensed to the client.
9. **Ownership of Goods:** Title to the goods shall only pass to the client upon payment in full of all sums owing or due to Prosyn Ltd, whether under contract or otherwise. Until such payment the client shall store the goods in such a way as to show that they are the property of Prosyn Ltd.
10. **Risk:** Risk in the goods or material passes upon delivery to the client's premises. Where material is transmitted electronically, risk will be deemed to have passed to the client, upon the moment of transmission - not of receipt.

11. Indemnity: The client will indemnify Prosyn Ltd, its staff, contractors and agents for any loss or damage suffered or incurred as a result of failure to obtain any necessary license or consent to enter any premises, or premises being unsafe or unsuitable, or any failure of the client to comply with any conditions imposed by any other party.
12. Liability: Prosyn Ltd shall under no circumstances be liable for any loss, damage, expense or injury of any kind. Whether direct, consequential or otherwise, arising in connection with the execution of a contract or the use or failure of the goods supplied or any defect in them, or from any other cause whether or not due to the acts or omissions of Prosyn Ltd, its staff, contractors, or its agents, in excess of the contract invoice value.
13. Force Majeure: Prosyn Ltd shall not be liable to the client for any loss or damage which may be suffered by the client as a result of the delivery of goods, materials or the execution of a contract being delayed prevented hindered or made uneconomic by reason or circumstances or events beyond Prosyn Ltd control including, but not limited to:
  - (a) Act of God, or riot, strike, lock-out, trade dispute, act of terrorism, labour disturbance, restriction or ban on overtime, accident, fire, flood or storm difficulty or increased expense or;
  - (b) Failure by the client to give adequate instructions or supply the necessary information in due time or
  - (c) Failure by any third-party to carry out their part of the work or otherwise perform their obligations when required.
14. Claims: All claims in respect of material, goods or non-execution of the Contract must be made in writing and received by Prosyn Ltd no later than fourteen (14) days of the date of delivery to the client, the client's premises or the client's vehicle, or in the case of electronic transmission, from the date of transmission.
15. Waiver: Any waiver by Prosyn Ltd of any breach of any term of these Terms and Conditions shall be valid only if given in writing.
16. Severance: Prosyn Ltd and the client believe that these Terms and Conditions are reasonable. If any provision shall be held to be contrary to applicable law, such provision shall be severed from the remainder, and the remainder shall continue in full force and effect.
17. Notices: Any notice hereunder shall be deemed to have been duly given if sent pre-paid first class post, fax or email to the party concerned at the address specified.
18. Law: All contracts to which these Terms and Conditions apply shall be governed and construed in accordance with the laws of England and Wales, and the parties hereby submit to the jurisdiction of the courts of England and Wales.