

Sycous Limited – Conditions of Sale

Last revised 6th March 2021.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions, the following definitions apply:

Bribery Laws: the Bribery Act 2010

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 11.7.

Contract: the contract between Sycous and the Supplier for the purchase of Goods and/or Services in accordance with these Conditions.

Data Protection Legislation: (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 2018.

Deliverables: the deliverables set out in the Purchase Order.

Force Majeure Event: has the meaning given in clause 13.

Goods: the goods described in an Order Acknowledgement.

Goods Specification: any description of the Goods provided to Sycous by the Supplier, or advertised by the Supplier.

Invoice: an invoice from the Supplier for the Goods

Purchase Order: an order for the Goods and/or Services based upon the information or quotation provided to the Supplier by Sycous.

Order Acknowledgement: an acknowledgement of an Order sent by the Supplier to Sycous.

Services: the services, including the Deliverables, supplied by the Supplier to Sycous as set out in the Services Specification.

Services Specification: any description or specification for the Services provided in writing by the Supplier to Sycous, as described in the Purchase Order or Order Acknowledgement.

Supplier: the person or firm who sells the Goods and/or Services to Sycous.



Sycous: Sycous Limited (registered in England and Wales with company number 08836039) whose registered office is at New York House, 1 Harper Street, Leeds, LS2 7EA.

the Sycous Website: the website at www.sycous.com

1.2 In these Conditions:

- (1) reference to a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality)
- (2) reference to a party includes its personal representatives, successors or permitted assigns
- (3) reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted
- (4) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms
- (5) reference to **writing** or **written** includes faxes and e-mails

2. BASIS OF CONTRACT

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Purchase Order constitutes an offer by Sycous to purchase the Goods and/or Services in accordance with these Conditions. The Supplier is responsible for ensuring that the Goods will perform as required by Sycous and that the terms of a Purchase Order are complete and accurate.
- 2.3 The Purchase Order shall only be deemed to be accepted when Sycous receives an Order Acknowledgement from the Supplier, the Supplier despatches the Goods or issues an Invoice, at which point the Contract shall come into existence.
- 2.4 The Contract constitutes the entire agreement between the parties and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. The Supplier acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Sycous which is not set out in the Contract.
- 2.5 All samples, drawings, descriptive matter, or advertising produced and issued to Sycous by the Supplier are understood to represent the Goods and/or Services described and may be relied upon by Sycous.



- 2.6 A quotation for the Goods and/or Services given by the Supplier shall constitute an offer. Subject as provided in clause 2.7, a quotation shall be valid for a period of 6 months only from its date of issue.
- 2.7 All contracts made between Sycous and the Supplier after the first Purchase Order sent by Sycous to the Supplier shall be deemed to include these Conditions whether or not these Conditions are specifically referred to.
- 2.8 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3. GOODS

- 3.1 The Supplier warrants that the Goods are:
- (1) as described in their description and any Goods Specification
 - (2) meet all minimum legal and regulatory standards for the country in which they are supplied
 - (3) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, (as amended)) and fit for any purpose held out by the Supplier or made known to Sycous by the Supplier expressly or by implication, and in this respect Sycous relies on the Supplier's skill and judgement;
- 3.2 The Goods are supplied by the Supplier in accordance with the Goods Specification. Sycous reserves the right to cancel any Purchase Order where the Supplier amends the Goods Specification, unless by any applicable statutory or regulatory requirement.
- 3.3 The Supplier shall provide evidence of the conformance of all Goods, as required by Sycous prior or following delivery. This includes all information relating to origination status.
- 3.4 Sycous reserves the right to amend the Purchase Order if required by any statutory or regulatory requirements or as a result of any changes in any software, hardware or other technology to which the Goods are connected whether connected directly or indirectly.
- 3.5 The Supplier is responsible for notifying Sycous with clear written instructions about the storage, and installation of the Goods. No responsibility shall be accepted by Sycous for goods damaged or becoming unusable due to incorrect storage, where this has not been notified in writing.
- 3.6 The Supplier is responsible to ensure that the Goods supplied in accordance with the Goods Specification and shall be suitable in every respect (including the adequacy of any power supply and other site conditions) for the site in or on which the Goods are to be installed. If the Goods supplied are found not to meet the Goods Specification, any removal, storage, replacement and other cost shall be borne by the Supplier.



- 3.7 If following an inspection Sycous considers the Goods do not conform, or are unlikely to conform to the Suppliers undertakings in 3.1, Sycous shall inform the Supplier as soon as reasonably practicable and the Supplier shall immediately take all necessary remedial action to ensure compliance.
- 3.8 If the Supplier fails to ensure compliance in a reasonable timeframe as notified by Sycous, then Sycous shall be entitled to cancel the contract without liability.

4. DELIVERY OF GOODS

- 4.1 The Supplier shall ensure that:
- (1) each delivery of the Goods is accompanied by a delivery note which references the Purchase Order, all relevant reference numbers of Sycous, the type and quantity of the Goods including the code number of the Goods, where applicable; and
 - (2) any special storage instructions (if any)
 - (3) if the Supplier requires Sycous to return any packaging materials, that fact is clearly stated on the delivery note. Sycous shall make any such packaging materials available for collection at such times as Sycous shall reasonably determine. Returns of packaging materials shall be at the expense of the Supplier
- 4.2 The Supplier shall deliver the Goods to the location set out in the Purchase Order or such other location as the parties may agree (**Delivery Location**) at any time after the Supplier notifies Sycous that the Goods are ready.
- 4.3 Delivery of the Goods shall be completed once the Goods have been inspected by Sycous at the Delivery Location, alongside any other conditions, as stated on the Purchase Order or otherwise notified by Sycous.
- 4.4 The time for delivery shall be of essence.
- 4.5 The Supplier shall ensure all Goods are suitably packaged to ensure safe transport and arrival in a good condition.
- 4.6 Any dates quoted for delivery, or stated on the Purchase Order, are understood form part of this contract, unless a delay is accepted or notified by Sycous to the Supplier. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event.
- 4.7 If the Supplier fails to deliver the Goods, and fails within 28 days from the date on which the Goods were due for delivery to provide a suitable alternative for Sycous' use, its liability shall be limited to the costs and expenses incurred by Sycous in obtaining replacement goods of similar description and quality, less the price of the Goods.
- 4.8 The Supplier may not deliver the Goods by instalments, unless agreed in writing by Sycous. Any delay in delivery or defect in an instalment shall entitle Sycous to cancel any other instalment.



4.9 Any signature on Sycous' behalf on receipt of any Goods is only confirmation that a certain number of packages have been delivered. It is not confirmation that the Goods delivered are of the correct quantity, quality, specification, materials, design and/or workmanship.

5. QUALITY

5.1 The Supplier warrants that on delivery, and for a period of 36 months after delivery or 24 months after first use, whichever occurs first (**Warranty Period**), the Goods shall:

- (1) be free from material defects in design, material and workmanship;
- (2) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- (3) be fit for any purpose held out by the Supplier.

5.2 Subject to clause 5.3, if:

- (1) Sycous gives notice in writing to the Supplier during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
- (2) the Supplier is given a reasonable opportunity of examining such Goods; and
- (3) Sycous (if asked to do so by the Supplier) returns such Goods to the place of business of the Supplier at the cost of the Supplier; and
- (4) the Supplier is liable for any reasonable removal, installation or associated costs with the return of Goods or their replacement.

The Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

5.3 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, included within the Contract.

5.4 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

6. TITLE AND RISK

6.1 The risk in the Goods shall pass to Sycous on completion of delivery.

7. SUPPLY OF SERVICES

7.1 The Supplier shall supply the Services to Sycous in accordance with the Service Specification in all material respects.

7.2 The Supplier shall accurately complete all qualification questionnaires, alongside supporting evidence, for the purposes of issuing a Purchase Order.



7.3 The Supplier shall meet any performance dates for the Services specified in the Purchase Order.

7.4 Time shall be of the essence for the performance of the Services.

7.5 The Supplier shall:

- (1) ensure the Services comply with any applicable law or regulatory requirement;
- (2) co-operate with Sycous in all matters relating to the Services;
- (3) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- (4) ensure that the Services will conform with all descriptions, standards and specifications set out in the Service Specification, and shall be fit for any purpose that Sycous expressly or impliedly makes known to the Supplier;
- (5) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (6) use the best quality goods, materials, standards and techniques, and ensure that all goods and materials supplied and used in the Services or transferred to Sycous, will be free from defects in workmanship installation and design;
- (7) obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
- (8) ensure all personnel are correctly trained, qualified, equipped and supervised including all Personal Protective Equipment (PPE) and other safety equipment;
- (9) all personnel are to have at least a basic Disclosure Barring Check less than 12 months old when working inside an occupied building;
- (10) observe all health and safety rules and regulations and any other security requirements that apply at any of the Sycous' or any Delivery Location; and
- (11) comply with any additional obligations as set out in the Service Specification.

8. SYCOUS OBLIGATIONS

8.1 Sycous shall provide the Supplier with reasonable access at reasonable times to the Delivery Location premises for the purpose of providing the Services.

8.2 Sycous shall provide such necessary information for the provision of the Services as the Supplier may reasonably request.



9. PRICE AND PAYMENT

- 9.1 The price of the Goods shall be the price set out in the Purchase Order and shall be fixed for the duration of the Order, unless otherwise agreed in writing between an authorised person of Sycous and the Supplier.
- 9.2 The price of the Goods shall be inclusive of the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in Writing and signed by Sycous.
- 9.3 The charges for the Services shall be set out in the Purchase Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in Writing by Sycous.
- 9.4 The charges shall be inclusive of every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 9.5 In respect of the Goods, the Supplier may invoice Sycous on or at any time after the completion of delivery. In respect of Services, the Supplier may invoice Sycous on a monthly basis or on completion of the Services.
- 9.6 All amount payable by Sycous under a Contract are exclusive of amounts in respect of value added tax (**VAT**). Sycous shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services.
- 9.7 The Supplier will assume Sycous is an end user or intermediary supplier for the purposes of DRC, where this applies, unless advised otherwise.
- 9.8 The Supplier shall ensure that the invoice includes a unique invoice number, Sycous Purchase Order number, the Supplier's VAT registration number and any supporting documents that Sycous may reasonably require.
- 9.9 Sycous shall pay the invoice in full and in cleared funds within 30 days of the last Business Day in the month of which the invoice is received by Sycous. Payment shall be made to the bank account nominated in writing by the Supplier.
- 9.10 The Supplier shall not be entitled to assert any credit, set-off or counterclaim against Sycous in order to justify withholding payment of any such amount in whole or in part. Sycous may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Supplier under the Contract against any amounts payable by it to the Supplier under the Contract.

10. DATA PROTECTION

- 10.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.



- 10.2 Without prejudice to the generality of clause 10.1, Sycous will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of the sale under these terms and conditions.
- 10.3 The Supplier acknowledges it may be necessary for Sycous to reasonably hold information about its company and employees for the period of carrying out its Contract. The Supplier shall ensure all necessary consent is held for this processing and transfer of data.

11. TERMINATION AND SUSPENSION

- 11.1 Without affecting any other right or remedy available to it if the Supplier becomes subject to any of the events listed in clause 11.2, Sycous may terminate the Contract with immediate effect by giving written notice to the Supplier.
- 11.2 For the purposes of clause 11.1, the relevant events are:
- (1) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
 - (2) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Supplier is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
 - (3) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier, other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
 - (4) (being an individual) the Supplier is the subject of a bankruptcy petition or order;
 - (5) a creditor or encumbrance of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
 - (6) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier;



- (7) (being a company) the holder of a qualifying charge over the assets of the Supplier has become entitled to appoint or has appointed an administrative receiver;
- (8) a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;
- (9) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.2.1 to clause 11.2.12 (inclusive);
- (10) the Supplier suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;
- (11) the financial position of the Supplier deteriorates to such an extent that in the opinion of Sycous the capability of the Supplier to adequately fulfil its obligations under the Contract has been placed in jeopardy; and
- (12) (being an individual) the Supplier dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.
- 11.3 Without limiting its other rights or remedies, Sycous may suspend provision of the Goods under the Contract or any other contract between the Supplier and Sycous if the Supplier becomes subject to any of the events listed in clause 11.2.1 to clause 11.2.12, or Sycous reasonably believes that the Supplier is about to become subject to any of them.
- 11.4 On termination of the Contract the Supplier shall immediately deliver to Sycous all Goods or property belonging to Sycous, whether or not then complete and return all Sycous materials, equipment and other items. If the Supplier fails to do so, Sycous may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and any costs associated with such safe keeping and will not use them for any purpose not connected with the Contract.
- 11.5 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.
- 11.6 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

12. INSURANCE

- 12.1 During the term of the Contract and for a period of 6 years thereafter, the Supplier shall at its own cost and expense maintain in full force and effect, with a reputable insurance company, adequate professional indemnity insurance, product liability insurance and public liability insurance to cover such heads of liability as may arise under or in connection with the Contract, and shall, on the Sycous' request, promptly produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance



13. LIMITATION OF LIABILITY

13.1 Nothing in these Conditions shall limit or exclude the liability of Supplier for:

- (1) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); or
- (2) fraud or fraudulent misrepresentation; or
- (3) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- (4) defective products under the Consumer Protection Act 1987; or
- (5) any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

13.2 Subject to clause 13.1:

- (1) Sycous shall under no circumstances whatever be liable to the Supplier, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

12.3 The Supplier has given commitments as to compliance of the Goods and Services with relevant specifications in clause 5 and clause 7. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, included within the Contract.

12.4 This clause 13 shall survive termination of the Contract.

14. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

15. GENERAL

15.1 **Assignment and other dealings.**



15.2 (1) Sycous may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract provided that it gives written notice of such dealing to the Supplier.

(2) The Supplier may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Sycous.

15.3 Notices.

(1) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first-class post or other next working day delivery service, commercial courier, or e-mail.

(2) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 14.3(1); if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, one Business Day after transmission.

(3) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

15.4 Severance.

(1) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

(2) If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

15.5 **Waiver.** A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of



that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

- 15.6 **Third party rights.** A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 15.7 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by Sycous.
- 15.8 **Living Wage.** Unless otherwise agreed, the Supplier shall ensure all employees and sub-contractors are paid the Living Wage, as stated by the Living Wage Foundation.
- 15.9 **Anti-Bribery.** Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure compliance with all legislation. Each party shall immediately notify the other as soon as it becomes aware of a breach of any of this clause.
- 15.10 **Governing Law.** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with English law.
- 15.11 **Jurisdiction.** Each party irrevocably agrees that the courts in England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

