



Terms and Conditions Relating to the Service Agreement / Contract

Note: The following Highwire Ltd Terms and Conditions shall apply to all Service Agreements / Contracts unless otherwise specifically agreed in writing by both parties.

Alternative terms and conditions may be applied for certain high value contracts. These will be specified on the relevant applicable documentation.

Definitions:

- **'Buyer'** means the client, customer, or person named on the Service Agreement / Contract.
 - **'Seller'** means Highwire Ltd
 - **'Goods'** means all 'goods' 'services' as described in the Service Agreement / Contract.
- 1.** Acceptance of any Service Agreement / Contract with Highwire Ltd will be deemed to bind the Buyer to the following terms and conditions and no goods or services shall be supplied or performed except in accordance therewith. In the case of any conflict between these conditions and of those of the Buyer these conditions will prevail.
 - 2.** The Service Agreement / Contract constitutes the entire contract for the purchase of 'Goods' or supply of services. Any deviation from the Service Agreement / Contract must be authorised in the writing with the 'Seller' before such 'goods' or 'services' are supplied.
 - 3.** The quantity, quality and description of the 'Goods' and services shall comply in all respect with any specifications, drawings, and samples specified in the Service Agreement.
 - 3.1.** Any specification, drawing and sample supplied by the 'Seller' to the 'Buyer' in connection with the contract, together with the copyright, design rights or any other intellectual property rights thereto shall be the exclusive property of the 'Seller'. On payment of the price and for no further consideration 'Seller' assigns to 'Buyer' with full title guarantee all such copyright, design right and other intellectual property rights.
 - 4.** Time of delivery of the 'Goods' or performance of the service is of the essence of the contract.
 - 4.1.** 'Seller' shall comply with all applicable regulations or other legal requirements as regards the manufacture, packaging, labelling, and delivery of the 'Goods'.
 - 4.2.** The Service Agreement / Contract will specify the quantity of 'Goods' and the nature of the services required and the date or dates and place of delivery of the 'Goods' or of provision of the service or services. If the Buyer does not comply with Service Agreement or purchase order specifying the date of delivery of Goods and Services through unavailability of access or incorrect information received from the Buyer on access for the delivery of the Goods or Services then Buyer will be responsible for any additional cost or expenses incurred to allow delivery of the Goods and Services in accordance with Service Agreement and Purchase order entered into.
 - 5.** The price which shall include all charges for delivery to the 'Buyer' shall be exclusive of VAT and shall be a fixed price for the duration of the Service Agreement and shall not be varied without prior written consent of the 'Seller'.
 - 6.** Once the nominated employee as signed for the Goods or Services in accordance with Clause 8, the buyer will make a payment to the Seller by the end of the month following that which the relevant invoice is received or the relevant Goods or Services have been accepted by the Buyer. Standard Payment terms are 30 days for trade & commercial contracts, subject to credit rating and payment history. Terms may vary by agreement prior to Contract Commencement. All terms written in the above agreement must be adhered to. Title Clause: The title to all goods supplied will remain vested in Highwire Ltd until all amounts outstanding have been paid in full to Highwire Ltd. Highwire reserves the right to withdraw insurance cover where due to no fault on our part payment is not forthcoming.
 - 7.** The Buyer shall be responsible for the inspection of the Goods and Services and shall ensure that they comply with the Service Agreement / Contract before the signing by the nominated employee of the inspection documentation.
 - 8.** Property of Goods and Services will remain with the Seller until the payment for Goods and Services has been received. Once the Buyer or nominated employee as signed the Service Agreement / Contract and Inspection documentation for Goods and Services and the Seller has been paid the property will pass to the Buyer. The Seller reserves the right to recover any Goods supplied and not paid for from the Buyers premises.
 - 9.** The Buyer shall not vary any of the Goods or Services except as a directed in writing by the Seller.
 - 9.1.** The Seller reserves the right by notice in writing to modify the quality or quantity of the Goods or the nature of the Services.
 - 10.** The Buyer must give Seller notice in writing of cancellation of Service Agreement / Contract at any time. If the buyer is in a 3yr agreement with the seller, 10% of the remaining cost of the agreement / any future works will be charged at the time of the cancellation.
 - 11.** Terms and Conditions specified on the Service Agreement / Contract may not be varied except in Writing and signed by the Seller.
 - 12.** All Goods and the provision of all Services will meet the safety requirements of the Health and Safety at Work Act 1974 and also comply with any statutory re-enactments or modifications thereof in relation to subsequent English or European Community legislation.
 - 13.** The Seller will provide the Buyer, before any Goods or Services are supplied or Services undertaken with a photocopy of all relevant insurance certificates.