



General Terms & Conditions of Business

This agreement is between Cosurica Ltd, 20 Halifax Road, Cross Roads, Keighley BD22 9DH ('We', 'Us') and the Client('You').

These are our standard Terms & Conditions of Business. By applying for an account with us, by accepting our quotation or by accepting our offer of goods and services provided verbally or in writing, or by submitting your purchase order to us, you are entering into a business-to-business (B2B) transaction with us, based on the terms and conditions detailed in this document and bound by the laws of England and Wales.

Definitions

"Completion" means the fulfilment of your Purchase Order by Us.

"Confidential Information" means data and any information (or copy or part thereof) relating to a party's proprietary, legal, business or technical matters, including but not limited to Intellectual Property Rights, financial information, operational data, business plans, employee and asset details, lists of Customers and all associated Customer details, marketing and product plans, software or information ascertainable by the inspection or analysis of samples, whether disclosed in writing, orally or by any other means to one party ("the Receiving Party") by the other party (or by any third party on its behalf) ("the Disclosing Party"), before or after the date of the Commencement Date.

"Customer" means the business or individual placing a Purchase Order with Us.

"Contract" means the Customer's Purchase Order and Cosurica's acceptance of it under clause 2 subject to these conditions.

"Consultancy Services" means project based professional services provided on a time and materials basis unless stated otherwise.

"Commencement Date" means the date (a) where an Order Confirmation is sent; (b) a Statement of Work is agreed and signed or (c) the date the Goods or Services are first delivered or supplied to the Customer, whichever is the earlier.

"Cloud Solution Provider (CSP)" means where We resell Microsoft licencing and software subscriptions related to Microsoft Office 365®, Azure® and Dynamics 365®.

"Cloud Solution Provider Billing" means the process of invoicing the Customer for all Cosurica supplied CSP subscription licences. Dependant on the licence type this will be monthly in advance or 12-months in advance.

"Data Protection Legislation" means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 and 2022 to the extent that it relates to processing of Personal Data and privacy; (iii) all applicable Law about the processing of Personal Data and privacy, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.

"DPA" means Data Protection Act 2018 and Data Protection Act 2022.

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“Delivery” means the date when the Goods or Services are delivered to You or if You refuse to take delivery of the Goods or Services then the date that We inform You that the Goods or Services are ready for delivery. “Developed IPR” has the meaning that all IPR in the Services, the Documentation or otherwise arising from or created, produced or developed by Us and the Workers (whether alone or jointly with others) under or in the course of the Contract wherever in the world enforceable, including without limitation all right, title and interest in and to the Services and Documentation.

“Documentation” means all materials or products produced by Us (however recorded) including designs, plans, instructions and descriptions, test results and training material to be supplied with the Services.

“Expenses” means any business-related costs incurred as part of the delivery of Cosurica Consultancy or Managed Services. Typical Expense costs relate to travel, accommodation and meal costs.

“Force Majeure” means any circumstances beyond the reasonable control of Cosurica, including, but not limited to, acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood or any disaster, strikes or industrial disputes, failure of a utility service or transport network, storm or adverse weather conditions, failure or default of suppliers or sub-contractors.

“Goods” means any hardware, Third Party Software and other goods supplied by Us to the Customer.

“GDPR” means the General Data Protection Regulation (Regulations (EU) 2016/679).

“Fair Use Policy” means the limitation of usage relating to a Managed Services or Support contract as described in the respective Service Level Agreement document agreed between the parties.

“Invoice Charge” means the total amount payable by You to Us for the supply of Goods and/or Services and excluding delivery and freight costs, VAT and other taxes which shall be added at the relevant charge and excluding any discretionary or additional fees entitled to be charged in accordance with these Conditions.

“Intellectual Property Rights” “(IPR)” means all right, title and interest in and to the Services (including any deliverables) and all copyright, patent, trademark, design rights (in each case whether registered or unregistered) and all documents, data, drawings, specifications, computer programs, source code, object code (Software), know how, network designs, notes, sketches, drawings, reports, improvements, modifications, scripts or other items relating thereto.

“Lender” means a Cosurica recommended partner providing direct financial lending and or leasing services to a Customer for the provision of hardware product, services and Goods.

“Pre-existing IPR” means all Intellectual Property Rights of Us existing prior to the Commencement Date or which arise or are developed otherwise than as a direct result of providing the Services to the Customer.

“Managed Services” means contracted, annuity and service level based fixed term agreements for Cosurica to provide support and management services.

“Microsoft Recognition Scheme” means any Microsoft funding or fees allocated to Us in relation to a specific Customer and or set of deliverables. Microsoft Funding and fees include Customer

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specific conditions and obligations. Mainly, in the absence of payment made directly by Microsoft the Customer is liable to pay the fees directly.

“Project Start-up Document (PSD)” means a mandatory document where Cosurica Consultancy Services are engaged providing all necessary detail to prepare and deliver the project.

“Project Closedown Document (PCD)” means a mandatory document when Cosurica Consultancy Services are engaged providing all necessary detail for the Customer to approve project deliverables.

“Purchase Order” means a Customer’s request for the supply of the Goods or Services including the acceptance of Our quotation, a Customer’s instruction to proceed with the supply of Goods or Services or any other confirmation from the Customer to proceed with a Purchase Order which is accepted by Us.

“Purchase Order Confirmation” means Cosurica’s written acknowledgement of a Customer’s Purchase Order and that Cosurica’s Terms and Conditions are accepted by the Customer and take precedence.

“Personal Data” means any information relating to an identified or identifiable natural person.

“Project Closedown Process” the process of system checking, signed off by Us at the completion of any project.

“Cosurica Policies” means all Cosurica Policies, which are updated regularly here, www.cosurica.com/about/policies.

“Software as a Service” (SaaS) means third party software solutions, or Cosurica developed solutions, provided on a chargeable subscription SaaS basis. All Cosurica SaaS solutions are protected by Cosurica IPR and require a separate Cosurica SaaS Subscription Agreement.

“Services” means the services supplied by Us to the Customer under a Purchase Order or Statement of Work.

“Service Levels” means the levels of service defined in the Cosurica Support Agreement.

“Standard Working Day” means a standard working day between Monday to Friday, (excluding any UK bank holidays) and between the hours of 09:00 to 17:30 allowing 1 hour for a lunch break.

“Statement of Work (SOW)” means a statement of work (if any) signed by the Parties under which Cosurica shall provide Goods and/or Services to the Customer.

“Test Execution Plan (TEP)” means a mandatory document where Cosurica’s Services are engaged providing all necessary detail of tests completed successfully for the Customer to approve.

“Third Party Software” means the software licensed to the Customer by a third party and which comprises part of the Goods.

“Time and Materials (T&M)” means the default commercial and invoicing model where Cosurica provides Cosurica Consultancy and Managed Service day delivery.

“Workers” means an employee, agent, subcontractor or officer of Cosurica or a person contracted and provided by Us to the Client.

“Working Days” a day when banks in the City of London are open for business.

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Please contact us if you have any questions.

1. Payment for Goods and Services:

- 1.1 We will send all invoices to the email address supplied to us, by you, for this purpose. You agree to pay us by BACS/online banking Faster Payment, on or before the invoice due date as stated on the invoice, or by DD, where a mandate has been set up to enable collection. Payment must be made without deduction or set-off.
- 1.2 You must notify us of disputes within 7 days of the date of the invoice. Failure to notify us within this time limit will be construed as a waiver of your right to dispute the invoice.
- 1.3 All prices stated in discussions, proposals, emails, quotes and by phone are ex VAT unless otherwise stated.

2 Payment terms:

- 2.1 All invoices for goods and services, with the exception of fees for on-going services (e.g. contract support, telecoms, Cloud Services Provider Billing etc), see clause 2.2, will be raised on 'due on receipt of invoice', 7, 14 or 30 day strict terms, as agreed at the start of our business relationship, or agreed in writing after an account review, unless otherwise stated on our quotation, or agreed in advance of the start of a project.
- 2.2 Fees for on-going services whether provided directly by Us or provided by a third party and resold to You by Us, including Cloud Services Provider Billing, will be invoiced monthly or annually in advance, with payment collected by Direct Debit, unless otherwise agreed by Us in writing.
- 2.3 If You fall into arrears by 30 days or more regarding fees for any or all on-going services, such as, but not limited to, support on contract basis, third party provided services including Microsoft Cloud Services, and where a minimum contract term applies, the balance of fees for the remainder of the minimum term will fall due. The balance of fees for the remainder of the minimum term will be invoiced on 30 days strict terms. Where payment for the remainder of the minimum term is not received by the due date stated on the invoice, we will commence suspension of the services and place your account on hold. We will provide no further support until You have cleared the outstanding debt or we have agreed a payment plan with You to clear the outstanding debt within a reasonable time frame. If your payment to clear the balance has not been received by Us 60 days from the date of the invoice the outstanding debt, or if you do not keep up with payments on the payment plan agreed with Us, the debt will be passed to our Debt Collection Agent. In this event we reserve the right to retain Admin control of your systems until the debt is cleared (in accordance with Clause 17.2)
- 2.4 We reserve the right to charge interest at 8% above Bank of England base rate per month on all amounts unpaid after the agreed payment date, as per the Late Payment of Commercial Debts (Interest) Act 1998.
- 2.5 In the event a project is placed on hold by you, we will invoice for all work completed up to the date we were notified and reserve the right to charge for up to 1 day per calendar month for project management, whilst the project remains on hold.

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3 Time:

- 3.1 Project work is charged on T&M basis by default, based on the activity time recorded in our time logging system, unless otherwise agreed as a fixed cost project prior to the start of the project.
- 3.2 Activity time is calculated inclusive of travel time (e.g. from consultant's home or normal place of work to your premises) unless otherwise agreed prior to the start of the project.
- 3.3 All research time, preparatory time, production time, telephone time, documentation time and client meeting time counts towards activity time and is chargeable at the agreed rate for the individual concerned, unless otherwise agreed prior to the start of the project.
- 3.4 Our consultants and engineers generally work Monday to Friday with a 7.5 hour day as standard, usually starting 9am and finishing 5:30pm, allowing a 1 hour break for lunch.
- 3.5 We can offer alternative time slots to suit the operational needs of your business. Evening or night work schedules can be accommodated, normally at 1.5 times standard rate. Weekends and Bank Holidays are charged at 2.0 times standard rate.
- 3.6 If you need to reschedule an appointment, we will require a minimum of 2 full working days' notice. In the event of a short notice cancellation, we reserve the right to charge for the full appointment.
- 3.7 Where our workers are not able to gain access to your premises at the agreed time and date to deliver goods and complete the services You have ordered, or where our workers are unable to gain access to your systems for a service being delivered via remote connection at the agreed appointment time, we reserve the right to charge for the full day (on-site work) or the full duration of the missed appointment (remote work).
- 3.8 We will endeavour to reschedule a missed appointment as soon as possible, subject to availability of the appropriately skilled engineers or consultants.

4 Expenses:

Where our workers will be working outside a 10 mile radius of our offices or their home (whichever is closer to your premises), travel & subsistence expenses incurred by our engineers or consultants in the course of delivery of your project may be invoiced to You with VAT added, at the same time as the services to which they relate, unless otherwise agreed prior to the start of the project. Alternatively, a fixed charge per day for travel & subsistence expenses may be agreed in advance at the time of quoting.

5 Cancellation Rights:

A project contract will be regarded as a whole unless it contains agreed break points, stages, or periodic renewal dates. Where no such divisions are agreed you shall remain liable for the full contract value, including expenses up to the date of cancellation, whether or not you wish us to complete the project.

6 Confidentiality:

- 6.1 We will hold confidential all information and data provided by you, where you specify, (except for data already known to us or held in the public domain, or also supplied to us by a Third Party) unless you release this information from confidentiality or it is required by a court of law, or 3 years have passed – whichever occurs first.
- 6.2 You agree to hold confidential all information we provide about our pricing, proposals and solution designs, within constraints of law. We accept that Freedom of Information Act may require you to disclose certain information, which will be limited so far as is allowed by law.

7 Performance:

- 7.1 We will endeavour to meet your project milestones, deadlines and work within scope, whether verbal or written. Such commitments may be necessarily made in advance of receiving full details of scope and difficulty of the project, therefore cannot be guaranteed.
- 7.2 Where difficulty arises in receiving information from you, or in the availability of a named individual required to carry out the works, we will not be held responsible for resulting delays.

8 Conflicts of Interest:

- 8.1 We will decline any contract with a third party, which would create a conflict of interest with your previously agreed instructions.
- 8.2 We have the right to terminate the contract with you if, in our opinion, we are unable to fulfil the contract and maintain our fiduciary duty, as a result of the conflict.
- 8.3 We shall receive payment in full for hours worked and expenses incurred up to the point of disclosure of the conflict of interest.

9 Disputes and limitations:

- 9.1 We warrant that all deliverables will meet/comply with the agreed specification for 90 days after sign off. You must raise any issues within that period. Technical issues will be dealt with by the Technical Director or an appointed deputy, as appropriate.
- 9.2 Invoice disputes should be directed to the Sales & Finance Director (or their appointed deputy) no later than 7 days from the date of invoice.

10 Termination:

We may terminate this agreement in the following circumstances:-

- 10.1 For any reason giving you 30 days' notice
- 10.2 With immediate effect and without notice if you fail to meet your payment obligations or for any continued material breach of this Contract by you, where the breach is capable of remedy and you have failed to remedy the breach within 30 days of receipt of our written notice giving full particulars of the breach and our requirement for remedy.
- 10.3 With immediate effect and without notice if you become bankrupt, go into liquidation, suffer or make any winding up petition, make an arrangement with your creditors, appoint or have appointed an administrator or receiver, or enter into any insolvency proceedings.
- 10.4 You have committed a material breach of this agreement, which (where capable of being remedied) has not been remedied with 30 days of a written request from us to do so.
- 10.5 You or your affiliates have taken control of any competitor of ours.
- 10.6 You may terminate this agreement where we have committed a material breach of our obligations under the terms of this agreement and have failed to remedy the breach within 30 days of a written request to remedy the breach.
- 10.7 On termination we will cease to deliver services, we will return a full copy of all client data held by us and all other materials in respect of which you hold Intellectual Property Rights and we will destroy all other copies. This will be done within 30 days of termination. All fees and other sums owed to us will be due for payment immediately, including those not already invoiced, but which relate to work completed prior to termination.

11 Location and Delivery:

- 11.1 We will use our judgement to determine whether to deliver services on your site or by remote connection.
- 11.2 Where we agree a defined work schedule with you we will make best efforts to adhere to this, however we cannot guarantee this. We reserve the right to reschedule if a particular worker required for the project becomes unavailable.

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11.3 We do not guarantee to provide a named worker for any project. Where we do specify a named individual or individuals to carry out agreed works according to an agreed schedule, we do not guarantee the named individual or individuals will be always available for the entire duration of the project or at the agreed scheduled work periods. Where a named individual is unavailable to carry out works at the scheduled time, for any reason, where possible we will offer an alternative worker of equivalent or higher skill level as the named individual, or we will liaise with you to reschedule the work.

12 Premises & Equipment:

12.1 Where appropriate and/or necessary, you will provide us with reasonable access at reasonable times to your premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto your premises by us, or our sub-contractors, shall be at our risk, except where damage or loss occurs as a direct result of your, or your employees' or other contractors' negligence.

12.2 All parties will ensure that the health & safety of our workers is protected, whilst they are on your premises. We will conduct risk assessments where these are deemed appropriate.

12.3 If our workers, raise any health & safety concerns and these are not rectified, or rectifiable, immediately, we reserve the right to instruct them to leave site until the issue(s) are rectified.

13 Liability:

13.1 We do not exclude our liability to you for direct damage to tangible property caused by the negligence of our workers in connection with the performance of their duties under this agreement or by defects in any Product supplied pursuant to this Agreement. Our total liability under this clause shall be limited to £2,500 for any one event or series of connected events.

13.2 Save in respect of claims for death or personal injury arising from our negligence, in no event will we be liable for any damages resulting from lost profits, loss of anticipated savings, nor for any damages that are an indirect or secondary consequence of any act or omission by us, whether such damages were reasonably foreseeable or actually foreseen.

13.3 Except as provided above in the case of personal injury, death and damage to tangible property, our maximum liability to you under this Agreement or otherwise for any cause whatsoever (whether in the form of the additional cost of remedial services or otherwise) will be for direct costs and damages only and may be limited to the amount received by us from you in respect of the Service in the previous 12 months, or £50000, whichever is the lower figure.

13.4 The parties hereby acknowledge and agree that the limitations contained in this agreement are reasonable in light of all the circumstances.

13.5 Your statutory rights as a consumer (if any) are not affected. All liability that is not expressly assumed in this Agreement is hereby excluded to the fullest extent permitted by law. These limitations will apply regardless of the form of action, whether under statute, in contract or tort, including negligence, or any other form of action. Nothing in this Agreement shall exclude or limit liability for fraudulent misrepresentation.

14 Retention of Title:

14.1 Ownership of products you purchase from us (the Goods) shall not pass to you until we have received in full (in cash or cleared funds) all sums due to us in respect of the Goods and all other sums which are or which become due to us from you on any account.

14.2 Until ownership of the Goods has passed to you, you must:

14.2.1 hold the Goods on a fiduciary basis as our bailee;

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- 14.2.2 store the Goods (at no cost to us) separately from all your other goods or any third party in such a way that they remain readily identifiable as our property;
- 14.2.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 14.2.4 maintain the Goods in a satisfactory condition, keeping them insured on our behalf for their full price against all risks to our reasonable satisfaction. On request you shall produce the policy of insurance to us; and
- 14.2.5 hold the proceeds of your insurance on trust for us and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.
- 14.2.6 Until ownership of the Goods has passed to you, your right to possession of the Goods shall terminate immediately if:
 - 14.2.6.1 A bankruptcy order is made against you, or you make an arrangement or composition with your creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors; or
 - 14.2.6.2 (being a body corporate) you convene a meeting of creditors (either formal or informal), or enter into liquidation (either voluntarily or compulsorily) except for a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or have a receiver and/or manager, administrator or administrative receiver appointed of your undertaking or any part thereof, or a resolution is passed or a petition presented to any court for winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency; or
 - 14.2.6.3 you suffer or allow any execution, whether legal or equitable, to be levied on your property or obtained against you, or fail to observe/perform any of your obligations under this agreement or any other contract between us, or are unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or you cease to trade; or
 - 14.2.6.4 you encumber or in any way charge any of the Goods.

14.3 We shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from us.

14.4 You grant us, our agents and employees an irrevocable licence at any time to enter any premises where the Goods are, or may be stored, in order to inspect them, or, where your right to possession has terminated, so that we may recover them.

15 Data Protection (GDPR):

We may obtain, use, process and disclose personal data about you and/or your employees in order that we may provide the agreed services and for related purposes including our customer records, analysis for management purposes, including statutory returns, crime prevention and legal compliance. You have rights under GDPR to the data we hold. See our full Data Protection Policy for more information.

16 Intellectual Property:

16.1 Intellectual Property includes trademarks, service marks, domain names, logos and other branding elements ("Marks"); and patents, copyrights, inventions, know-how, processes and software; and all associated rights in these.

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- 16.2 All Intellectual Property Rights in the Products, Services and their associated Marks remain the property of us or our suppliers, except where expressly stated.
- 16.3 Where we provide software to enable you to use the Services we provide, we grant you a non-exclusive, non-transferable licence to use the software solely in connection with those Services.
- 16.4 You hereby agree that you will comply with any terms and conditions reasonably required by the owner of the copyright in any software to protect the owner's interest in that software.

17 Third Party Services:

- 17.1 You agree to be bound by the Terms & Conditions of Service of any Third-Party providers whose products and services we resell to you, such as Microsoft 365, Microsoft Azure, Microsoft Dynamics 365, telecoms and internet connectivity, domain hosting, online backups and software provided as a service (SaaS). You agree to be bound by the terms of the vendor's software licensing, where applicable.
- 17.2 Where we are acting as Your Cloud Services Provider, and/or reselling any third-party product or service for your use, and for which we are liable to the vendor for the cost of licences for a minimum period, and/or are required to provide support to you for the product or service, we will retain overall administrative control of the tenant or product or service control panel account for the duration of the agreement or contract between you and us, and until all sums owed to us have been settled in full.

18 Force Majeure:

Whilst we agree to use our best endeavours to perform the contract for you as specified, we will not be responsible for any delays or failure to complete the contract due to events which are beyond control and/or which could not have been reasonably predicted.