

## Terms and Conditions

**Effective Date:** March 2025

**Company Details:** The Company ("the Company") is a Private Limited Company registered in England and Wales (Company Registration No: 06943578) with its registered office at 1 Upper Barn, Grange Farm, Harewood End Park Estate, Harewood End, Hereford, HR2 8JS, United Kingdom..

These Terms and Conditions ("Agreement") govern all transactions between the Company and its Clients including the sale of Goods (whether supplied directly, as a reseller or as a value-added reseller), and Services.

### 1. Interpretation and Definitions

- **1.1 Definitions.** In these Terms and Conditions:
  - **"Agreement"** means these Terms and Conditions together with any quotation, order confirmation, statement of work (SOW), or other document expressly incorporated herein.
  - **"Client"**, refers to the business or legal entity entering into this Agreement with the Company.
  - **"Goods"** also referred to as products or solutions, means any physical items or materials supplied by the Company, either directly, as a reseller from a third-party supplier or as a value-added reseller
  - **"Services"** includes, but not limited to, training courses and consultancy services, specific consultancy, managed services and installation services provided by the Company.
  - **"Reseller Arrangement"** refers to situations where the Company purchases goods from a supplier and resells them to the Client.
  - **"Value-Added Reseller"** refers to situations when the Company enhances Goods prior to sale to the Client.
- Headings and Tables are for reference only and do not affect the interpretation of this Agreement. Words imparting the singular number include the plural and vice-versa.

### 2. General Conditions

- **2.1 Quotation and Acceptance:**
  - All quotations are valid for 30 days unless otherwise specifically stated as such on any quotation.
  - Acceptance of a quotation (in writing or by electronic means) forms a binding agreement under these Terms. It is expected that the Client will issue a Purchase Order confirming their acceptance, failing that an email from a business email address is sufficient.
  - The Company can withdraw a quotation anytime prior to its acceptance. The Company may refuse the Client's acceptance of the quotation unless such acceptance is within the specified period of validity of the Quotation and the Quotation is not withdrawn by the Company prior to acceptance.
  - The Client's orders are not binding for the Company unless and until the Company has issued a written order confirmation to the Client.
  - Notwithstanding the Client's references in orders, requests or elsewhere to its general terms and conditions of purchase or other standard terms and conditions, such terms and conditions shall in no event apply in relation to the sales quotations made for or sale and delivery of the Goods or Services by the Company.
- **2.2 Pricing:**
  - An agreement is formed when the Company confirms the Client's order by email or other written communication.
  - Advertising matter and marketing media/guidance information issued by the Company are only an indication of the type of products and services offered and no prices or other particulars contained in such material shall bind the Company or form part of the contract.
  - The prices of Goods or Services are as per the quotation, or in the absence of a quotation a sales order, that have been raised by the Company.
  - Prices are exclusive of VAT unless explicitly stated otherwise.
- **2.3 Delivery:**
  - Unless otherwise agreed in writing, whereby the Company will state as such on their quotation and be confirmed by the Client on their Purchase Order to the Company and confirmed by the Company on their Sales Order Confirmation, the Company delivers the Goods Ex Works Incoterms 2020, and the risk passes to the Client in accordance herewith. Other forms of delivery method may include Delivered at Place (DAP) and Carriage Paid To (CPT).
  - If a Client requests that delivery be made to a 3<sup>rd</sup> party, the Company will use the DAP or CPT terms, as notified on the quotation and sales order confirmation. In these instances, any risk and the ownership of the items on the order being delivered transfer immediately to the Client as soon as the items are being unloaded. The Client is responsible for the goods held by any 3<sup>rd</sup> party post delivery by the Company as per the order confirmation. Should anything happen, such as damage of or loss of the goods by the third party, the Company is not required to issue replacements unless ordered for by the Client with an accompanying new purchase order acknowledging any cost required by the Company to arrange such replacement(s).
  - After an order confirmation has been issued, the estimated delivery lead time will be stated in an email. The Company reserves the right to change the time of delivery if all information from the Client or a third party, required in order to execute the order, has not communicated to the Company within reasonable time prior to the estimated delivery lead time. The Company cannot be held responsible for any delays suffered due to third parties involved in the order incurring delays in delivering to the Company.
- **2.4 Payment Terms:**
  - The Client will settle any amounts due to the Company within the days specified on such invoice ("Due Date"). In most instances the invoice will be raised on completion of the order, namely delivery of Goods or Services. However, for certain quotations and then orders the Company may seek a milestone payment be required which will be discussed during the quoting phase of discussions.
  - The Client is not entitled to set off any claim which the Client may have against the Company against any amount payable to the Company under these Terms and Conditions, unless such claim has been accepted in writing by the Company
  - If the Client fails to make any payment under these Terms and Conditions, the Client shall from the Due Date of such payment pay interest of the unpaid amount at a rate of 8% per month, as per the Late Payment of Commercial Debts (Interest) Act 1998.

### 3. Specific Provisions for Goods

- **3.1 Deliveries:**
  - If the Client is unable to or becomes aware of circumstances that will make them unable to receive the Goods, the Client shall notify the Company without delay stating the reasons for their inability to accept delivery and the expected time of the cessation of such circumstances.
  - The Company is entitled to request that the Client accepts delivery of the Goods within a specified period of time. If the Client does not accept delivery of the Goods within this period of time, the Company is entitled to cancel the order and to sell the Goods to a third party. The Client shall indemnify any costs incurred by the Company related hereto.
- **3.2 Payment Terms:**
  - For certain quotations, and any associated orders, the Company will require either advance payment in full or a payment milestone plan to be actioned. This will be made known to the Client during the quotation process.
- **3.3 Quality and Inspection:**
  - The Client must carry out thorough and adequate inspection of the Goods delivered upon receipt. The Client must immediately and no later than on the day of delivery notify the Company of any visible damage, otherwise the Client cannot raise a claim in this respect.
  - In case of any damage which is not apparent, the Client must notify the Company thereof no later than 5 (five) days after delivery, otherwise the Company cannot raise a claim for such damage.
  - In case the Client claims that the Company has not delivered the ordered amount of Goods, or that the Company has not delivered the Good(s) actually ordered, the Client must notify the Company thereof no later than 5 (five) days after delivery, otherwise the Client cannot raise a claim in this respect.
- **3.4 Warranties:**
  - In some instances, the Company acts as a Reseller for Goods from We sell goods as a reseller for manufacturers or third-party suppliers. Where applicable, the goods may be covered by a manufacturer's warranty or a warranty provided by the original supplier. Full details of any manufacturer's warranty can be provided upon request or may be included with the goods.
  - We do not provide any additional warranties beyond those offered by the manufacturer or supplier.
- **3.6 Reseller Arrangement**
  - The Company has created an ecosystem of suppliers and manufacturers and as such acts as a reseller on behalf of them.

### 4. Specific Provisions for Training Courses

- **4.1 Payment Terms:**
  - If your booking is made within 31 days of the course start date, you will be required to pay in full at the time of booking.
  - If your booking is made more than 31 days before the course starts, we require 50% payment on order.
  - For short duration courses, the outstanding 50% payment is due upon completion of training delivery.
  - For longer duration courses, generally courses that are 3 weeks or longer, the Company will create a payment milestone plan which will include an advance payment to cover mobilisation of the course.
- **4.2 Non-Attendance:**
  - If the Client, or their representatives, fail to attend a training course and have not previously informed the Company, the full course fee will remain payable.
- **4.3 Late Arrivals and Missed Sessions:**
  - If an individual student arrives late for training, suitable efforts will be made to catch them up. For groups of students arriving late, the Company reserves the right to curtail or amend planned training to conclude at the planned end date. In all such cases, the full course fee remains payable by the Client.
- **4.4 Cancellations:**
  - If the Client wishes to cancel a training course and are unable to postpone their booking to another date at the time of cancellation, then the following charges will apply:
    - More than six weeks prior to course – 25% of total of course fee
    - Three to six weeks prior to course - 50% of total course fee.
    - Less than three weeks prior to course - full fee.
    - Cancellations must be made in writing and received by the Company by the due date.
    - The Company may, in unforeseen circumstances, be required to cancel a training course. The Client will be given as much notice as possible and offered a free transfer to another course. If the Client has paid for the course, the Company will issue a credit note to the value of the fees paid which can then be used against future training course of purchases of Goods.
- **4.5 Postponements:**
  - If the Client wishes to postpone a training course, then the following charges will apply dependent on the notice given:
    - More than four weeks' notice prior to course start date - no charge for first postponement.
    - Two to four weeks' notice given - 25% of course fee.
    - Less than two weeks' notice given - 50% of course fee.
  - Postponements must be made in writing. A free postponement applies to the first instance only. Subsequent postponements incur a minimum charge of 25% of the course fee, rising to 50%, dependent on notice as shown above. All postponed training must be undertaken within six months of the original course date.
- **4.6 Materials and Intellectual Property:**
  - Course materials remain the property of The Company and/or the course provider. Recording or reproduction is prohibited unless expressly authorised.

- **4.7 Suitability:**
  - It is the responsibility of the Client to ensure that their representatives, known as the students, are free from any condition which would affect their capability to undertake their chosen course, and that they have the aptitude to cope with intensive courses of study and practical application.

## 5. Specific Provisions for Consultancy Services

### 5.1 Scope and Deliverables:

- Consultancy Services are defined either by a Statement of Work (SOW) or proposal detailing scope, milestones, and deliverables.

### 5.2 Payment Structure:

- Fees may be milestone-based or time-based. Detailed invoicing arrangements will be outlined in the SOW.

### 5.3 Confidentiality and Advice:

- The information, guidance, and consultancy services provided by the Company are for general informational and advisory purposes only.
- The Client should seek professional advice from appropriately qualified legal, financial, or tax professionals before making any decisions based on any consultancy services provided by the Company. The Company accepts no liability for actions taken based on the information provided.
- To the fullest extent permitted by law, the Company shall not be liable for any direct, indirect, incidental, consequential, or special loss or damage, including (but not limited to) loss of profit, revenue, business opportunities, or reputation arising from the use of the services or reliance on the consultancy advice provided by the Company.
- The consultancy services provided by the Company may reference third-party sources, tools, or websites for informational purposes. The Company do not endorse, guarantee, or accept responsibility for the accuracy, completeness, or reliability of third-party content.

### 5.4 Change Management:

- Any change in scope must be agreed upon in writing and may lead to additional charges or schedule adjustments.

### 5.5 Cancellation / Amendments:

- Should the Service be cancelled by the Client, the Company will calculate any fee's due based on the time and any materials incurred to date and will advise the Client accordingly.

## 6. Other Conditions:

### 6.1 Intellectual Property and Confidentiality

- **Intellectual Property:**
  - All intellectual property rights in any materials, software, or documentation provided remain with The Company or its licensors. The Client is granted a non-exclusive, non-transferable licence for use solely in relation to the Agreement.
- **Confidentiality:**
  - Both parties agree to maintain the confidentiality of non-public information and only use it for fulfilling their obligations under this Agreement.

### 6.2 Data Protection:

- Both parties shall comply with all applicable data protection laws (including the UK GDPR and, where applicable, the EU GDPR) in relation to any personal data processed under this Agreement.

### 6.3 Liability and Limitations:

- The Company cannot in any case be held liable for production and operating losses, loss of profits or other indirect losses and consequential damage, including payment of liquidated damages or payment of other penalties, due to delay or defects in the Goods sold unless the claim is due to the Company's willful misconduct or gross negligence.
- The Company's total liability cannot exceed the Purchase Price for the Good(s) which the liability is arising out of or related to.
- The Company's liability is exempt if the Client or a third party on behalf of the Client has made any changes or modifications to the Goods sold without the Company's prior written consent.

### 6.4 Force Majeure

- Neither party shall be liable for delays or failures in performance due to events beyond their reasonable control, including but not limited to natural disasters, war, terrorism, or industrial disputes.

### 6.5 Notices

- All notices or communications under this Agreement must be in writing and delivered by hand, by pre-paid first-class post, or by email to the addresses provided by the parties.

### 6.6 Assignment

- Neither party may assign or transfer their rights or obligations under this agreement without the prior written consent of the other party.

### 6.7 Severability

- If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

### 6.8 Subcontractors

- The Company is entitled to use any subcontractors in order to assist with processing, manufacturing or delivery of the Goods or Services. The Company is not responsible for any warranties, remedies etc. provided by any subcontractor which is not in accordance with these Terms and Conditions.

### 6.9 Variation

- The Company reserves the right to amend these Terms and Conditions. The current version of them can always be found on the Company's website at [www.providenceitf.com](http://www.providenceitf.com).

### 6.10 Governing Law:

- This Agreement is governed by the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales.

### 6.11 Entire Agreement:

- This document, together with any documents expressly incorporated by reference, represents the entire Agreement between the parties.