



Business Terms and Conditions

General

1. "The company" means Phoenix SSI, "the customer" means the person, firm, company or designated representative ordering, buying, hiring goods or services from the company.
- 1.2 Delivery address is the invoice address shown on the credit application form or an address confirmed in writing prior to an order being placed by the customer.
- 1.3 An order means an order given by the customer to the company for the supply of goods by way of an official order or signed quotation sheet submitted by the company.
- 1.4 An order acknowledgement is the confirmation of an order given to the customer when the company is in receipt of the customer's official order or signed quotation previously submitted by the company (1.3)
- 1.5 Invoice means the invoice raised by the company and issued to the customer for payment.
- 1.6 Price means the price stated on the invoice for goods or services rendered excluding vat at the applicable rate.

Quotations

- 2.1 Each quotation shall be deemed to be an offer by the company for the supply of goods as requested by the customer. If a quotation is accepted and returned to the company, with prior notice of these conditions, the company shall deem this an acceptance of these conditions by the customer.
- 2.2 Products and prices shown in any quotation submitted by the company are subject to change without prior notice and are valid for 7 working days, when a new quotation will be submitted to the customer if requested.

Price and Payment

3. All prices are exclusive of VAT at the applicable rate, unless otherwise shown and maybe subject to change without prior notice on quotations after a 7 working day period (2.2)
- 3.1 Prices unless otherwise stated exclude delivery and installation of goods and will be shown separately when required on all invoices to the customer.
- 3.2 The contents of an invoice including prices will be deemed to have been accepted the customer unless the customer has notified the company in writing within 3 working days from the date of the invoice, that the contents are disputed.
- 3.3 Unless otherwise agreed in writing payment must be made in pounds sterling without deduction or withholding and within the credit period stated on the invoice.
- 3.4 Interest on overdue invoice balances may be applied to the account on a daily basis from the date when payment became due and will be charged at a rate of 2% per annum above the Barclays Bank Plc base rate and shall accrue at this rate until payment is received in full.
- 3.5 The company shall be entitled to charge the customer £25.00 for all cheques returned or dishonoured by it's bank.
- 3.6 The minimum annual expenditure expected by the company from the customer is £500.00 to retain an active credit account. Credit account applications are subject to trade references and credit checks; applicants will be informed in writing when these have been completed. The company reserves the right to refuse any credit application without reason.
- 3.7 The company will not guarantee any verbal quotation given to the customer and reserves the right to increase the price on all products without prior notice before any written quotation is submitted to the customer.

Delivery

4. Delivery will be affected at the delivery address (1.2) The delivery date unless agreed in writing is approximate only and while the company endeavours to meet the delivery date it will not be held liable for any loss or damage incurred by the customer as a result of any failure to deliver on a particular date.
- 4.1 The customer shall inspect the goods delivered within 2 working days of the delivery and will notify the company of any alleged shortage in quantity, damage or failure to comply with description. If the customer fails to notify the company within such time the goods shall be conclusively presumed to be acceptable.
- 4.2 Authorised staff or person(s) must be available to acknowledge receipt of goods upon delivery and shall sign the company's delivery note to this effect.



Warranty and Defective Goods

5. In the event of a hardware failure it is the customer's responsibility to contact the appropriate manufacturer and invoke the warranty supplied with the goods if required. The company will not be held responsible for hardware failures and warranties are subject to the manufacturers own terms and conditions.
- 5.1 Repairs to defective/faulty goods will be performed by the manufacturers trained technicians and will be at their absolute discretion to decide whether to repair or replace the defective item.
- 5.2 The company may be contacted with regard to defective items under warranty, but reserves the right to pass the customer onto the relevant manufacturers support department after initial basic troubleshooting by the company. The company reserves the right to charge for time spent on site troubleshooting hardware or software issues on behalf of the customer.
- 5.3 With prior arrangement defective goods can be returned to the company for return to the company's supplier for replacement or credit where relevant. The replacement of goods from the supplier may be subject to delay outside of the company's control.
- 5.4 The company has no obligation to repair, replace or credit goods, which are accepted by the customer and subsequently become defective due to neglect, misuse or accidental damage.
- 5.5 When returning goods to the company it is the customer's responsibility to ensure that all items are returned in secure packaging and all packages are clearly marked with the company's address. The company will not be held responsible for loss or damage to goods while in transit and all goods are returned at the risk of the customer and at their cost where applicable.
- 5.6 The collection of defective goods can be arranged by the company with costs past onto the customer.
- 5.7 The company reserves the right to pass on all carriage and restocking charges to the customer for non-defective goods or goods incorrectly ordered by the customer, returned to the company. Goods will not be accepted back by the company unless by prior arrangement with the customer.

Site Visits

6. All site visits are by prior arrangement and the company gives no guarantee for non-contract customers for the availability of its services. Emergency calls are not guaranteed for non-contract customers and customers without high level contract agreements, although the company will make every effort to respond to customer emergencies as quickly as possible.
- 6.1 On completion of an on-site visit the customer will sign a company timesheet confirming the work carried out by the company's representative was to their satisfaction. This sheet indicates the arrival and departure time of the company representative and the hourly rate charged where applicable. The authorised customer signature entered on the timesheet is an acceptance by the customer that the company will invoice for the time entered on the timesheet.
- 6.2 An on-site visit constitutes any meeting with the customer at the customer's request and contractual maintenance visits at the customer's premises.
- 6.3 The company's representative while on site at the customer premises will be covered by the company's indemnity insurance, a copy of which can be supplied to the customer upon request.
- 6.4 It is the customer's responsibility prior to a visit by the company's representative to ensure that the working environment is safe and clean and must provide any safety/protective clothing in accordance with health and safety laws. The company must be made aware of any faulty or dangerous equipment at the customer premises prior to a site visit and the company reserves the right to refuse a visit where it feels the environment or equipment are below an acceptable standard.
- 6.5 All site visits to new or non-account customers are on an immediate payment basis in the form of cash or cheque on completion of site visit, cleared funds via credit card payment prior to a visit.

Title

7. The title of any goods does not pass to the customer until the balance including all taxes, and other charges due on the account have been paid in full.
- 7.1 The company or its representatives shall be entitled to recover from the customer any goods for which payment has not been received when due and enter the premises of the customer where the goods are situated or are reasonably presumed to be situated to repossess the goods.

Force Majure

8. The company shall not be liable for failure to perform its obligations in the event that such work is prevented or hindered by reason of Force Majure. Force Majure shall be deemed to be all causes beyond the reasonable control of the company.



Cancellations

9. The company is under no obligation to accept any cancellation of orders once a purchase order or authorised quotation has been received for the supply of goods. The company reserves the right to recover all costs and loss of profit should the customer refuse delivery.

Limitations and Exclusions

10. The company's obligation is to supply goods of the quality and description agreed between the parties and for its representatives to perform their work to an acceptable standard within their capabilities and with the tools provided by the company and customer alike.
- 10.1 The company has no obligation to repair or replace any goods outside of the manufacturers warranty or goods that have been damaged in transit or as a result of neglect or misuse by the customer. The company will not be liable for loss of profit or expense to the customer as a result of misuse or neglect and it is the sole responsibility of the customer to ensure that fully trained and competent staff uses the goods.
- 10.2 It is the customer's responsibility to specify correctly the goods required. If the customer deems any goods supplied unsuitable for the purpose for which the company supplied them, the company has no obligation to replace the goods.
- 10.3 The company will not be liable for any loss of profit or expense to the customer caused by badly written, untested or programming errors within software applications and reserves the right to refer the customer to the manufacturers support department.

Law

11. The parties agree that these terms and conditions shall be subject to and interpreted in accordance with the laws of Great Britain and Wales and that all parties agree to the jurisdiction of the courts of Great Britain and Wales in all matters arising from it.