1 DEFINITIONS
In this document the following words shall have the following meanings:

1.1 "Agreement" means the Terms and Conditions together with any of the applicable Service Specification;
1.2 "Customer" means the organisation or person who purchases services from the Supplier;
1.3 "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable;
1.4 "Service Specification" means a statement of work, quotation or other similar document describing the services to be provided by the Supplier;
1.5 "Supplier" means Sandwell UK Ltd of 2 Foundry Place, Old Tiffield Road, Towcester, NN12 6FP.

2 GENERAL
2.1 These Terms and Conditions shall apply to all contracts for the supply of services by the Supplier to the Customer.
2.2 Before the commencement of the services the Supplier shall have agreement in writing a Service Specification stating the services to be performed and the fees payable. All Service Specifications shall be subject to these Terms and Conditions.
2.3 The Supplier shall use all reasonable endeavours to complete the services within estimated time frames but time shall not be of the essence in the performance of any services.

3 FEES AND PAYMENT
3.1 The fees for the performance of the services are as set out in the Service Specification. The Supplier shall invoice the Customer for the services as soon as possible after the work has been completed.
3.2 Invoiced amounts shall be due and payable within 30 days of receipt of invoice. The Supplier shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 5.00% per annum above the base rate of the Bank of England in the event that the Customer’s procedures require that an invoice be submitted against a purchase order to payment, the Customer shall be responsible for issuing such purchase order before the services are rendered.

4 CUSTOMER’S OBLIGATIONS
4.1 The Supplier to perform its obligations under this Agreement the Customer shall:
4.1.1 cooperate with the Supplier;
4.1.2 provide the Supplier with any information reasonably required by the Supplier;
4.1.3 obtain all necessary permissions and consents which may be required before the commencement of the services; and
4.1.4 comply with such other requirements as may be set out in the Service Specification or otherwise agreed between the parties.

5 PERFORMANCE OF SERVICES
5.1 The Supplier shall perform the agreed services to the standard of skill and care and of a quality conforming to generally accepted industry standards and practices.
5.2 Without prejudice to Clause 6.1, and except as expressly stated in this Agreement, all warranties whether express or implied by operation of law or otherwise, are hereby excluded in relation to the services to be provided by the Supplier.

7 INDEMNIFICATION
7.1 The Customer shall indemnify the Supplier against all claims, costs and expenses which the Supplier may incur and which arise, directly or indirectly, from the Customer’s breach of any of its obligations under this Agreement, including any claims brought against the Supplier alleging that any services provided by the Supplier in accordance with the Service Specification infringe a patent, copyright or trade secret or other similar right of a third party.

8 LIMITATION OF LIABILITY
8.1 Except in respect of death or personal injury due to negligence for which no limit applies, the entire liability of the Supplier to the Customer in respect of any claim whatsoever or breach of this Agreement whether or not arising out of negligence, shall be limited to the fees paid by the Customer to which the claim relates.
8.2 In no event shall the Supplier be liable to the Customer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or the Supplier shall have been made aware of the possibility of the Customer incurring such a loss.
8.3 The Supplier shall not be liable under Clause 8.1.
8.4 The effect of this Clause shall be to the fullest extent as the representative of the other, unless otherwise expressly agreed to in writing by both parties. The Supplier may in addition to its own employees, engage sub-contractors to provide all or part of the services being provided to the Supplier to the Customer and such engagement shall not relieve the Supplier of its obligations under this Agreement.

13 ASSIGNMENT
The Customer shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Supplier.

14 SEVERABILITY
If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

15 WAIVER
The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

16 NOTICES
Any notice to be given to either party by the other may be served by email, fax, personal service or to post to the address of the other party given in this Agreement, this Agreement may be varied only by a document signed by both parties.

17 ENTIRE AGREEMENT
This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement, any variation shall not be effective unless signed by both parties.

18 NO THIRD PARTIES
Nothing in this Agreement is intended to nor shall it confer any rights on a third party.

19 GOVERNING LAW AND JURISDICTION
The Agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

20 COUNTERFEIT PREVENTION
To prevent the inadvertent use of counterfeit parts and materials, goods delivered shall be from the original component/equipment manufacturer or their franchised dealer or an authorised distributor chain. Goods shall not be misrepresented as new.