



PRIMARYTECH

TERMS & CONDITIONS

MASTER TERMS AND CONDITIONS

EFFECTIVE DATE

January 2020

SUPPLIER

- (1) **PRIMARY TECHNOLOGIES LIMITED** is incorporated and registered in England and Wales, with company number 04760864. Its registered office is Suite 1204, K2 Tower, 60 Bond Street, HU1 3EN (**Supplier**) (**PrimaryTech**).

AGREED TERMS

1. Interpretation

The definitions and rules of interpretation in this clause apply.

1.1 Definitions:

Agreement: The terms and conditions in this document.

Customer: the customer's principal contact for the quote.

Product: the Products provided by the Supplier specified in the Customer quote.

Services: All services, products, software and other offerings the Supplier provides.

Service Hours: Monday - Friday, Excluding Bank Holidays, between 8 am to 5 pm.

Subsidiary Terms: All the Supplier's terms and conditions documents other than the Master Terms and Conditions document.

VAT: value-added tax chargeable under English law for the time being and any similar additional tax.

2. APPLICATION OF CONDITIONS

2.1 These master conditions shall:

- (a) Apply to all services, products, software, and other offerings (collectively, the "Services") the Supplier provides. By accessing or using our Services, you agree to be bound by these Master Terms and any specific Subsidiary Terms and Conditions outlined in the documents referenced herein.
- (b) Prevail over any inconsistent terms or conditions contained in, or referred to in, the Customer's purchase order, confirmation of order, specification, or implied by law, trade custom, practice or course of dealing.
- (c) If you do not wish to be bound by these Conditions, the Customer should not order or accept the delivery of the Products.
- (d) These Master Terms are supplemented by the following additional terms and policies incorporated herein by reference. In the event of any inconsistency between the terms of these Master Terms and the specific terms of any subsidiary documents, the specific terms shall prevail. The subsidiary documents include but are not limited to: Hardware Terms and Conditions, Software Terms and Conditions, Managed Services Terms and Conditions (Education), Managed Services Terms and Conditions (None-Education), Professional Services Terms and Conditions and ITaaS Terms and Conditions.

- 2.2 No addition to, variation of, exclusion or attempted exclusion of any term of these terms and conditions shall be binding on the Supplier unless in writing and signed by the Supplier's Contact or by a duly authorised representative of the Supplier.

3. ACCEPTANCE OF SUBSIDIARY TERMS

- 3.1 By accepting these Master Terms, you acknowledge that you have read, understood, and agree to be bound by the latest version of the Supplier's Master Terms and Conditions and each Subsidiary Terms and Conditions. Listed in condition 2.1 (d). The Master and Subsidiary Terms and Conditions can be accessed via the following links:

Latest Services and Product specific terms and conditions:
<https://www.primarytech.co.uk/terms-conditions/>

Archived terms and conditions:

<https://www.primarytech.co.uk/terms-conditions/terms-and-conditions-archive/>

4. ACCEPTANCE AND AUTHORITY

- 4.1 The Customer, by entering into any order, contract, agreement, or similar undertaking with the Supplier, the Customer expressly acknowledges having read, understood, and accepted the Master Terms as well as any Subsidiary Terms and Conditions.

- 4.2 The individual accepting these Master Terms on behalf of the Customer represents and warrants that they are duly authorised to bind the Customer to this Agreement and subsidiary Agreements.

- 4.3 The Customer shall be solely responsible for ensuring that any person acting on its behalf has the proper authority to enter into agreements with the Supplier. The Customer agrees to indemnify and hold the Supplier harmless against any claims arising from a breach of this clause.

5. CHANGES TO TERMS

- 5.1 The Supplier reserves the right to modify or amend these Master Terms or any Subsidiary Terms and Conditions at any time. The Customer's purchase order or signed order sent to the Supplier constitutes acceptance of all changes to all Master and Subsidiary Terms and Conditions, and all latest versions shall immediately apply upon the Customer.

- 5.2 The Customer's continued use of the Supplier's products or services after such modifications shall constitute the Customer's acceptance of the changes.

6. CONTACT US

- 6.1 If you have any questions about these Master Terms or any Subsidiary Terms referenced herein, please contact us at customerservices@primarytech.co.uk

