

1. Application of Terms and Conditions

1.1 The Supplier agrees to supply, and the Customer agrees to purchase, the Goods and Services as detailed in the quotation, specification schedule, or accepted order. This transaction is subject to these Terms and Conditions.

1.2 The Contract will be governed exclusively by these Terms and Conditions, superseding any other terms or conditions that the Customer may present or imply in their order or acceptance.

2. Definitions and Interpretation

2.1 In these Terms and Conditions, unless otherwise required by context, the following terms shall have the meanings set forth below:

- **“Business Day”**: Any day excluding Saturday, Sunday, or bank holidays.
- **“Commencement Date”**: The start date of the Contract as indicated in the quotation, specification schedule, or accepted order.
- **“Confidential Information”**: Information disclosed by one Party to the other in connection with this Agreement, whether orally, in writing, or through any other medium, regardless of whether it is marked as confidential.
- **“Contract”**: The agreement between the Supplier and Customer for the purchase and sale of Goods and provision of Services under these Terms and Conditions.
- **“Contract Price”**: The price specified in the Contract for the Goods.
- **“Customer”**: The entity or individual who accepts the Supplier’s quotation or offer, or whose order is accepted by the Supplier.
- **“Delivery Date”**: The date specified in the Customer’s order and accepted by the Supplier for the delivery of Goods.
- **“Goods”**: The items, including any installments or parts, to be supplied by the Supplier under these Terms and Conditions.
- **“Month”**: A calendar month.
- **“Services”**: The services to be provided by the Supplier as detailed in the quotation, specification schedule, or accepted order.
- **“Supplier”**: Federal Property Solutions Ltd, a company registered in England under 7644019, located at 154, Goldhurst Terrace, London NW6 3HP, including its employees and agents.

2.2 References in these Terms and Conditions:

- 2.2.1 To “writing” or similar terms include electronic or facsimile communications.
- 2.2.2 To a statute or statutory provision refer to its amendments or re-enactments.
- 2.2.3 To these Terms and Conditions, including any Schedules, as amended or supplemented.
- 2.2.4 To a Schedule refers to a schedule attached to these Terms and Conditions.
- 2.2.5 To a Clause or paragraph refers to a Clause of these Terms and Conditions or a paragraph of the relevant Schedule.
- 2.2.6 To “Party” or “Parties” refers to the entities involved in these Terms and Conditions.

2.3 Headings in these Terms and Conditions are for convenience only and do not affect their interpretation.



Federal Property Solutions Ltd.

77 Harrowes Meade, Edgware, HA8 8RS

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2.4 Singular terms include the plural and vice versa.

2.5 References to any gender include all genders.

3. Basis of Sale and Service

3.1 The Supplier's employees or agents cannot make binding representations about the Goods or Services unless confirmed in writing by the Supplier. The Customer acknowledges reliance only on written confirmations and waives claims for unconfirmed representations.

3.2 Any variations to these Terms and Conditions must be agreed upon in writing by the authorized representatives of both the Customer and the Supplier.

3.3 The Supplier's sales literature, price lists, and related documents are subject to change without notice and do not constitute binding offers. A contract is only formed when the Supplier issues a written acceptance, delivers the Goods, provides the Services, or issues an invoice, whichever occurs first.

3.4 The Supplier may correct typographical or clerical errors in sales literature, quotations, price lists, acceptances, invoices, or other documents without liability.

4. The Goods

4.1 The Supplier must confirm the Customer's order in writing before it is deemed accepted.

4.2 Goods specifications will align with the Supplier's sales documentation unless expressly varied and accepted by the Supplier in the Customer's order. Goods are supplied in minimum units as stated in the Supplier's price list.

4.3 Descriptions, illustrations, and photographs in the Supplier's catalogues, brochures, price lists, or other documents are guides only and not binding.

4.4 The Supplier may alter the Goods' specifications to comply with statutory or regulatory requirements or to improve quality or performance without materially affecting the Goods.

4.5 Orders accepted by the Supplier cannot be canceled by the Customer without the Supplier's written agreement. The Customer must indemnify the Supplier against all losses from such cancellations.

5. The Services

5.1 From the Commencement Date, the Supplier will provide the Services specified in the quotation, specification schedule, or accepted order, in consideration of the agreed price.

5.2 The Supplier will use reasonable care and skill in providing the specified Services.

5.3 The Supplier will use reasonable efforts to meet its obligations under the Contract, but time is not of the essence in performing these obligations.



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6. Price

6.1 The price for Goods and Services is as listed in the Supplier's estimate or as agreed in writing. Prices are valid at the date of order acceptance.

6.2 Quoted prices are valid for 30 days unless otherwise specified by the Supplier.

6.3 The Supplier reserves the right to adjust prices before delivery to reflect cost increases beyond its control, changes in delivery dates, quantities, specifications requested by the Customer, or delays due to the Customer's instructions or information.

6.4 Prices include the Supplier's charges for packaging and transport unless otherwise agreed.

6.5 Prices are exclusive of applicable taxes, which the Customer must pay in addition.

7. Payment

7.1 The Supplier will invoice the Customer for Goods and Services on or after delivery. If the Customer fails to take delivery, the Supplier may invoice after notifying the Goods are ready for collection or tendered for delivery.

7.2 The Customer must pay the invoice within 28 Business Days unless otherwise agreed in writing. Payment is due even if delivery has not occurred or the title has not passed. Payment time is critical.

7.3 Payments should be made to the Supplier as indicated on the acceptance form or invoice.

7.4 The Supplier is not required to accept orders from Customers without satisfactory references. If creditworthiness is doubted, the Supplier may demand cash payment and all outstanding amounts become immediately payable.

8. Delivery and Performance

8.1 The Supplier will deliver Goods to the specified location or make them available for collection at the Supplier's premises.

8.2 Delivery dates are approximate. The Supplier may deliver early with reasonable notice.

8.3 If the Customer fails to take delivery or provide necessary instructions, the Supplier may store the Goods at the Customer's expense and risk, and delivery is deemed to have occurred.

8.4 From the Commencement Date, the Supplier will provide the specified Services in consideration of the agreed price.

9. Non-Delivery of Goods and Services

9.1 If the Supplier fails to deliver Goods or Services on time (excluding reasons beyond its control or the Customer's fault), the Supplier has no liability for late delivery if the Goods or Services are delivered within 60 Days. If not, the Customer may cancel the order and claim the excess cost of similar goods or services over the Contract price.



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10. Risk and Retention of Title

10.1 Risk passes to the Customer at the time of delivery or when the Goods are made available for collection. If installation is included, risk passes upon completion of installation.

10.2 Title to Goods passes to the Customer only after full payment is received.

10.3 Until payment, the Customer holds the Goods as bailee and must store them separately, insured, and identifiable as the Supplier's property.

10.4 The Customer cannot pledge or charge the Goods as security. If the Customer does, all money owed becomes immediately payable.

10.5 The Supplier may repossess unpaid Goods without notice and is authorized to enter the Customer's premises to do so.

10.6 The Customer's right to possession ends if they breach the Contract, become insolvent, or face similar financial issues.

11. Assignment

11.1 The Supplier may assign the Contract without the Customer's consent.

11.2 The Customer cannot assign the Contract without the Supplier's written consent.

12. Defective Goods

12.1 If delivered Goods are defective and the Customer notifies the Supplier within 30 Business Days, the Supplier will replace them or refund the price.

12.2 Goods cannot be returned without the Supplier's written agreement. The Supplier will replace or refund defective Goods but has no further liability.

12.3 The Supplier is not liable for defects from fair wear and tear, misuse, or alteration without approval.

12.4 Non-defective returned Goods may be credited at the Supplier's discretion.

12.5 Except for consumer sales, all implied warranties and conditions are excluded.

12.6 The Customer must ensure Goods' use or sale complies with statutory requirements and directions from the Supplier or authorities, indemnifying the Supplier against resulting losses.



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13. Customer's Default

13.1 If the Customer fails to pay on time, the Supplier may cancel the order, suspend deliveries, allocate payments as it sees fit, and charge interest on overdue amounts.

13.2 If the Customer breaches the Contract or becomes insolvent, the Supplier may cancel the Contract or suspend deliveries without liability, and all amounts become immediately due.

14. Liability

14.1 The Supplier is not liable for loss of profit, indirect, special, or consequential losses from the supply of Goods and Services.

14.2 Implied terms are excluded to the fullest extent permitted by law.

14.3 The Customer indemnifies the Supplier for damage to equipment caused by the Customer's act or omission.

15. Confidentiality

15.1 Parties will keep confidential information private, using it only for the Contract's purpose.

15.2 Confidentiality obligations do not apply to information already known, legally disclosed, independently developed, or required by law.

15.3 Each Party will inform the other of any confidentiality breaches.

15.4 Confidentiality obligations survive the Contract's termination.

16. Miscellaneous

16.1 The Supplier may assign the Contract without Customer consent.

16.2 The Customer cannot assign the Contract without the Supplier's written consent.

16.3 The Contract is governed by English law, with disputes resolved exclusively by English courts.

16.4 Notices must be in writing and are effective upon receipt, sent to the specified addresses.

16.5 The Contract supersedes prior agreements.

16.6 Contract invalidity does not affect enforceability of remaining terms.

17. Severability

17.1 If a term is unenforceable, the rest of the Contract remains effective.



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18. Governing Law and Jurisdiction

18.1 The Contract is governed by English law.

18.2 Disputes are resolved exclusively by English courts.



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