



PRIMARYTECH

TERMS & CONDITIONS

HARDWARE

EFFECTIVE DATE

August 2026

When buying from PrimaryTech, the Customer acknowledges and agrees that it is purchasing goods as a business, not as a consumer. The warranty provisions in clause 10 set out PrimaryTech's responsibilities. As a business customer, purchases made from PrimaryTech will not benefit from the statutory protection available to consumers under legislation such as the Sale of Goods Act 1979 or the Consumer Rights Act 2015.

SUPPLIER

PRIMARY TECHNOLOGIES LIMITED is incorporated and registered in England and Wales, with company number 04760864. Its registered office is Studio 210, Monocle, 184 Ferensway, Hull, HU1 3UT (**Supplier** or **PrimaryTech**).

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply. Definitions:

Agreement: the terms and conditions of this Hardware document, together with the Quote.

Check and Send: the service under which the Supplier checks the condition of the Products and returns them to the lease company at the end of a lease term.

Customer Contacts: the individual(s) named in the Quote as the Customer's principal points of contact, who the Customer confirms are duly authorised to act on its behalf.

Location: the place or places where the Products are to be delivered.

Product: the hardware Products provided by the Supplier as specified in the Customer's Quote.

Quote: the Supplier's quotation or order documentation identifying the Products to be supplied to the Customer, which incorporates these terms and conditions.

Service Charge: the charge for any services provided in connection with the Products.

Working Day: Monday to Friday, excluding bank holidays, between 9.00 am and 5.00 pm.

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

1.2 Clause and paragraph headings shall not affect the interpretation of the terms and conditions.

1.3 A person includes a natural person and a corporate or unincorporated body (whether or not having a separate legal personality).

1.4 A reference to a company shall include any company, corporation or other corporate body, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other.

1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.8 A reference to writing or written includes emails.

2. APPLICATION OF CONDITIONS

2.1 These conditions shall:

(a) apply to and be incorporated in the Agreement;

(b) prevail over any inconsistent terms or conditions contained in, or referred to in, the Customer's purchase order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing; and

(c) apply to all hardware Products supplied by the Supplier.

2.2 If the Customer does not wish to be bound by these conditions, the Customer should not order or accept delivery of the Products.

2.3 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 a duly authorised representative of the Supplier.

3. EFFECT OF THE PURCHASE ORDER

3.1 The Customer's purchase order or signed order sent to the Supplier constitutes the Customer's offer to purchase the Supplier's Products. Once the Supplier has accepted an order from the Customer for a Product, the Customer shall not be entitled to cancel that order other than in accordance with clause 10.

3.2 The acknowledgement of the purchase order by the Supplier, or the Supplier's commencement of work in providing the Products or execution of work under the purchase order, shall establish a contract for the supply of those Products and, accordingly, the purchase of the same by the Customer.

3.3 The Customer's standard terms and conditions (if any) attached to, enclosed with, or referred to in its purchase order shall not govern the Agreement.

4. SUPPLIER'S OBLIGATIONS

4.1 The Supplier shall use reasonable endeavours to provide the Products specified in the Customer's Quote.

4.2 The Supplier shall have no obligation to perform any service not expressly agreed upon.

5. PRICE

5.1 Unless a written Quote has been given, the prices for the Products are subject to alteration without notice. All quotations are issued subject to stock availability at the time of order placement. The price charged to the Customer will be the price confirmed by the Supplier in its formal acceptance of the order. Orders are not binding on the Supplier until so accepted. All prices exclude value-added tax (and similar tax), packing, carriage, insurance and installation, which, where applicable, will be added as separate items to the Customer's invoice.

6. PAYMENT

6.1 The Supplier may share the Customer's credit history information with relevant credit agencies. The Supplier reserves the right to run a credit check with an appropriate credit agency before extending credit to a Customer, and to validate any credit card account holder or delivery address details.

6.2 Retention of Title. (a) Title to the Products shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for the Products. (b) Until title to the Products has passed to the Customer, the Customer shall: (i) store the Products separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property; (ii) not remove, deface or obscure any identifying mark or packaging on or relating to the Products; and (iii) maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery. (c) The Supplier shall be entitled to recover payment for the Products notwithstanding that ownership of any of the Products has not passed from the Supplier.

6.3 Unless otherwise agreed in writing by the Supplier, or where a credit account is in place, the Customer shall pay for the Products in full at the time of placing the order. Where a credit account is approved, the Customer shall pay all invoices submitted by the Supplier in full and in cleared funds within thirty (30) days of the invoice date. Terms of payment are within the Supplier's sole discretion.

6.4 The Supplier may agree that the Products will be paid for via a leasing arrangement with the Supplier's financing partners. Where applicable, the Supplier will introduce the Customer to a finance partner, but will not be a party to any agreement regarding leasing arrangements for the Products. The Customer agrees that such an arrangement will be subject to additional terms between the Customer and the finance partner.

6.5 In addition to condition 6.4, where the Customer has purchased Products from the Supplier and paid via a lease, at the end of the initial lease term, unless otherwise agreed by the Supplier, the Customer shall return all Products listed on the Supplier's Quote to the lease company in accordance with the lease company's required conditions. The Customer also agrees to pay a Check and Send fee of £750, plus £5 per device, plus VAT. For the avoidance of doubt, this service does not include repairing any equipment.

6.6 Without prejudice to any other right or remedy that the Supplier may have, if the Customer fails to pay the Supplier on the due date, the Supplier may: (a) charge interest on such sums from the due date for payment at the annual rate of 8% above the Bank of England base rate, accruing daily and being compounded quarterly until payment is made, whether before or after any judgment; (b) suspend all deliveries of Products until payment has been made in full; and (c) immediately invoice for all sums payable to the Supplier under any agreement between the parties.

6.7 Time for payment by the Customer shall be of the essence.

6.8 Where payment for Products is made by a third party, such as a holding company, group company, or procurement framework, the Customer shall remain responsible for the terms relating to payments and charges.

7. NON-SOLICITATION AND NON-ENGAGEMENT

7.1 The Customer agrees that, during this Agreement and for a period of twelve (12) months after its completion, it shall not, directly or indirectly: (a) solicit, entice, or attempt to employ any person who is or has been an employee or subcontractor of the Supplier involved in the sale or provision of the Products; or (b) engage, either as an employee, contractor, consultant or otherwise, any such person to provide services that are the same as or substantially similar to those provided by the Supplier.

7.2 The Customer acknowledges that the Supplier will suffer significant loss and damage if the Customer breaches condition 7.1. Accordingly, the Customer agrees that, in the event of any such breach, it shall pay to the Supplier, as liquidated damages, a sum equal to 100% of the gross annual remuneration (including salary, benefits, and any bonuses) of the employee or subcontractor who was solicited or engaged. The parties agree that this sum is proportionate to the Supplier's legitimate interest in protecting its investment in the recruitment, training, and retention of its staff, and reflects the costs of recruitment, backfill, and business disruption the Supplier would incur. The Customer warrants that it has

taken, or has been allowed to take, independent legal advice on this clause.

8. SHIPPING AND DELIVERY

8.1 The Customer is responsible for all shipping, handling, and delivery costs unless specified otherwise in the Agreement.

8.2 Estimated delivery times are provided as an indication and are not binding. The Supplier is not responsible for delays caused by shipping carriers or events beyond its reasonable control.

8.3 All deliveries shall be made during Working Days. If the Customer requires delivery outside such times, an additional charge shall be payable at the Supplier's sole discretion. The Supplier reserves the right to make partial deliveries.

8.4 If the Customer delays or prevents delivery, the Supplier may apply reasonable additional charges.

9. ORDER AMENDMENTS

9.1 The Agreement may be varied only by the parties' written agreement, except that the Supplier may make minor changes to the specification of the Products at any time, without notice, that do not materially affect their performance.

9.2 Except for those Products listed in condition 9.3, the Customer may request an amendment to an order before despatch of the Product. Amendments requested by the Customer may incur an additional charge calculated by the Supplier at its sole discretion and may result in delayed delivery. A request to amend an order must be made in writing (including by email) and must clearly state the customer name, order number, requested amendment, and reason for the amendment. Any change to an order will only be effective once the Supplier has confirmed its acceptance in writing (including by email).

9.3 The following Product orders cannot be amended once accepted by the Supplier: servers, switches, wireless systems, phone systems, projectors, interactive screens, and audio equipment.

10. CANCELLATION AND RETURNS

10.1 The Customer acknowledges that the Supplier is acting as a reseller of the Products and is not the manufacturer. The

- Customer's sole remedy in respect of any defect in the Products shall be against the manufacturer under the manufacturer's warranty, which the Supplier will pass on to the Customer to the extent it is able.
- 10.2 Non-cancellable and non-returnable Products. The following Products are strictly non-cancellable and non-returnable once the Supplier has accepted the order, and the Customer shall be liable for 100% of the order value: (a) Products made to the Customer's specification or configured or built to order; (b) any Product stipulated on the order form or Quote as non-cancellable or non-returnable; (c) Products manufactured by Dell or Cisco; and (d) servers, switches, wireless systems, projectors, telephone systems, and audio systems. This condition reflects the Supplier's inability to cancel or return such Products to its own suppliers, and the Customer acknowledges that the sum payable is a proportionate protection of the Supplier's legitimate interest in recovering committed costs.
- 10.3 Cancellation of other Products. For Products not falling within condition 10.2, the Customer may cancel an order after acceptance by the Supplier but before despatch of the Product, subject to a cancellation charge equal to the Supplier's reasonable costs incurred, which may include: (a) the time cost incurred in order processing and management; and (b) any restocking fee charged to the Supplier by the manufacturer or its supplier. Where such costs equal the full order value, the cancellation charge may be up to 100% of the order value.
- 10.4 In all events, the Customer will be responsible for the cost of returning the Product to the Supplier or the manufacturer, and will be liable for up to the total value of the Product if it is received damaged, opened, or not in a resaleable condition.
- 10.5 Where the Supplier permits the return of a Product, the Supplier will issue a credit note on the Customer's account, thereby deeming the invoice for the relevant Product cancelled.
- 10.6 The Customer must satisfy itself as to the manufacturer's dead-on-arrival (DOA) and warranty policies before purchasing the Products. Individual manufacturers' DOA policies are included in the warranty delivered with the Product. The Supplier's customer service department will not hold details of the DOA policies.
- 10.7 If the Customer, after inspecting the Products, finds them DOA, the Customer must contact the Supplier within two (2) Working Days to obtain a repair or a refund. The Supplier will not accept the return of faulty goods to its premises.
- 10.8 The refund or replacement of faulty DOA Products is subject strictly to individual manufacturers' DOA policies.
- 10.9 The Customer may be required to contact the manufacturer's technical department to troubleshoot and obtain DOA authorisation, which the Customer must retain and present to the Supplier upon request, together with any call or case reference numbers issued by the manufacturer, to assist the Supplier with returning the DOA Product.
- 10.10 The Customer is responsible for returning the Products in their original packaging, including all disks, manuals, and cables, to ensure safe transit and ease of identification.
- 10.11 If a fault is found and the applicable manufacturer's DOA period is not exceeded, the Products will be repaired and/or replaced under the terms of the manufacturer's warranty.
- 11. WARRANTIES**
- 11.1 The Customer accepts that the Supplier is acting only as a reseller and is not responsible for verifying that the Products will suit the Customer's requirements. The Products are sold on an "as is" basis and, subject to condition 11.2, the Supplier disclaims all warranties, express or implied, written or oral, including all implied warranties such as satisfactory quality or fitness for purpose, to the fullest extent permitted by law.
- 11.2 Nothing in condition 11.1 excludes the statutory implied term as to title. The Customer will benefit from the manufacturer's warranty for the Products, to the extent the Supplier can pass it on. Save for the manufacturer's warranty and the implied term as to title, all other warranties and representations, whether express or implied, by statute, common

law or otherwise, are excluded to the maximum extent permitted by law.

12. INDEMNITY

- 12.1 The Supplier shall indemnify the Customer against any claim by any other person that the supply of the Products to the Customer in accordance with this Agreement infringes that other person's intellectual property rights.

13. LIMITATION OF LIABILITY

- 13.1 Nothing in these conditions excludes the liability of the Supplier: (a) for death or personal injury caused by the Supplier's negligence; or (b) for fraud or fraudulent misrepresentation.
- 13.2 Subject to condition 13.1, the Supplier shall not in any circumstances be liable, whether in tort (including without limitation for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise, for: loss of profits; loss of business; depletion of goodwill or similar losses; loss of anticipated savings; loss of goods; loss of contract(s); loss of use; loss or corruption of data or information; service outage; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 13.3 Subject to condition 13.1, the Supplier's total aggregate liability to the Customer in respect of all other losses arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price paid by the Customer for the Products under the specific order to which the claim relates.

14. WAIVER

- 14.1 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

15. RIGHTS AND REMEDIES

- 15.1 The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

16. SEVERANCE

- 16.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 16.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable and, to the greatest extent possible, achieves the intended commercial result of the original provision.

17. ENTIRE AGREEMENT

- 17.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements. It extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 17.2 Each party acknowledges that in entering into this Agreement, it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 17.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

18. ASSIGNMENT

- 18.1 The Customer shall not, without the prior written agreement of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its

- rights or obligations under the Agreement.
- 18.2 The Supplier may assign, transfer, charge, subcontract, or otherwise deal with all or any of its rights or obligations under the Agreement.
- 18.3 This Agreement shall bind the Customer and all successors in title. If the Customer organisation is acquired, merged with, or becomes part of another organisation, the terms and conditions of this Agreement shall remain in full force and effect, and all obligations under this Agreement will be binding upon the successor organisation.
- 19. NO PARTNERSHIP OR AGENCY**
- 19.1 Nothing in the Agreement is intended to, or shall operate to, create a partnership between the parties or to authorise either party to act as an agent for the other. Neither party shall have authority to act in the name or on behalf of, or otherwise to bind, the other in any way (including, without limitation, the making of any representation or warranty, the assumption of any obligation or liability, and the exercise of any right or power).
- 20. THIRD-PARTY RIGHTS**
- 20.1 No one other than a party to this Agreement, its successors, and permitted assignees shall have the right to enforce any of its terms.
- 21. PUBLICITY**
- 21.1 No announcement or information concerning this Agreement or any ancillary matter shall be made or released, or authorised to be made or released, by either of the parties without the prior written consent of the other party, save as may be required to enable either of the parties to perform its obligations under this Agreement or as required by law.
- 22. NOTICES**
- 22.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service to its registered office; or
- (b) sent by email: to the Supplier at customerservices@primarytech.co.uk, or to the Customer at the email address of the Customer Contacts specified in the Quote, or such other address as the Customer has notified in writing.
- 22.2 Any notice or communication shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting or at the time recorded by the delivery service; or
- (c) If sent by email, at 9.00 am on the next Working Day after transmission.
- 22.3 This clause does not apply to the service of any proceedings or other documents in the course of any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 23. DATA PROTECTION**
- 23.1 The parties shall comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 23.2 The Customer acknowledges that, in connection with the supply of the Products and the operation of any credit account, the Supplier acts as an independent controller of any personal data it processes about the Customer's personnel, directors, or guarantors, including for the credit checks and identity validation described in condition 6.1. The Supplier processes such personal data in accordance with its Privacy Policy, available at www.primarytech.co.uk.
- 23.3 Where the Customer provides the Supplier with personal data relating to its personnel or other individuals for the purpose of fulfilling an order, the Customer warrants that it has a lawful

basis to provide that personal data to the Supplier for that purpose.

24. FORCE MAJEURE

- 24.1 The Supplier shall not be liable for any failure or delay in performing its obligations under the Agreement to the extent that such failure or delay is caused by an event beyond the Supplier's reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, default of suppliers or subcontractors, and any significant and prolonged disruption to the global IT supply chain.

25. GOVERNING LAW

- 25.1 The Agreement, and any disputes or claims arising out of or in connection with it or its subject matter or formation (including, without limitation, non-contractual disputes or claims), are governed by and construed in accordance with the law of England and Wales.

26. JURISDICTION

- 26.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).