

PERRYS GROUP LIMITED (AND ALL SUBSIDIARIES) BUSINESS TO BUSINESS TERMS & CONDITIONS

Terms and Conditions for Provision of Services (business-to-business)

Perrys is a supplier of goods and services.

Where we, or any of our group companies provide goods or services to you and you are a business, our standard terms and conditions as well as the conditions below (which collectively form our T&Cs) will apply. Please read these carefully.

Placing an order with us for the supply of services constitutes an acceptance of our T&Cs and these will apply to our contract with you to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

Non-Solicitation

In order to protect our (including our group companies') legitimate business interests, you covenant with Perrys for yourself (and for any of your Group Companies) that you shall not (and shall procure that no member of your Group shall) (except with the prior written consent of Perrys) either: (a) attempt to solicit or entice away; or (b) solicit or entice away, from the employment or service of Perrys (or any of its Group Companies) the services of any firm, company or person employed or engaged or employed by Perrys or any of its Group Companies who has been engaged in the provision of the Services to you other than by means of a national advertising campaign open to all-comers and not specifically targeted at such staff of Perrys or any of its Group Companies. You agree to be bound by the covenant set out in above during the period where we are providing the Services, and for a period of 12 months after the Services have been provided.

Payment Terms

The Charges for the Services shall be as specified on our quotation or on our acceptance of your order and we may invoice for any Services at any time after acceptance of your order. You will pay invoices within 15 days following the month of invoice, or in accordance with any credit terms we may agree with you in writing from time to time. Time for payment shall be of the essence of the contract.

Liability and Warranty – Please Read this Carefully

Nothing in our T&Cs limits any liability which cannot legally be limited, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation or breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982. Subject to this, our total liability to you including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise shall not exceed the total contract price and you agree that we will not be liable for any: (a) loss of profits; (b) loss of sales or business; (c) loss of agreements or contracts; (d) loss of anticipated savings; (e) loss of use or corruption of software, data or information; (f) loss of or damage to goodwill; or for any (g) indirect or consequential loss.

We warrant that the Services will be provided using reasonable care and skill and will use reasonable endeavours to meet any timescales we agree with you. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.