

1. Application

1.1 These Terms and Conditions shall apply to the provision of the services detailed in the Quotation (“Services”) by Green Bean Limited a company registered in England under number **09621820** whose registered office is at 11 Lonsdale Road, Walsall, West Midlands WS5 3JJ (“Supplier”) to you (“Client”) and to the payment of the invoice. No other terms and conditions shall apply to the provision of Services or to the invoice unless agreed upon in writing between the Supplier and the Client.

1.2 The essence of these Terms and Conditions remains the same as those included with the Supplier’s Quotation. The tense has been altered to reflect the inclusion of these Terms and Conditions in an invoice.

2. Interpretation

2.1 A “business day” means any day other than a Saturday, Sunday or bank holiday.

2.2 The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.

2.3 Words imparting the singular number shall include the plural and vice-versa.

2.4 Where the Client has not confirmed acceptance of the Terms and Conditions in writing pursuant to the details contained in the Quotation, the Client’s continuing instruction in this matter will nevertheless amount to the acceptance of the Terms and Conditions by the Client.

2.5 No description, specification or illustration contained in any product or other sales or marketing literature of the Supplier, nor any other representation either written or oral, shall form part of the contract with the Client unless clearly stipulated in formal correspondence.

3. Fees

3.1 The fees (“Fees”) for the Services are set out in the quotation and confirmed in the invoice.

3.2 In addition to the Fees, the Supplier is entitled to recover from the Client reasonable incidental expenses for materials used and for third party goods and / or services supplied in connection with the Services.

Any such expenses are included in the invoice.

3.3 The Client has agreed to pay the Supplier for any additional services provided by the Supplier that are not specified in the quotation in accordance with the Supplier’s current, applicable rate in effect at the time of performance or such other rate as may be agreed between the Supplier and the Client. Any such additional services so rendered are detailed and charged for in the invoice.

3.4 The Fees are exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

4. Quotation and Contract

4.1 The Quotation constitutes written acceptance and confirmation by the Supplier of the Client’s order for the Services (as agreed between the Supplier and the Client).

4.2 The Quotation is a contractual offer to provide the Services which the Client has accepted. The Supplier and the Client have entered into a contract for the provision of the Services.

4.3 The Quotation shall be valid for a period of 30 days from the date of the Quotation after which it shall be deemed to be withdrawn. The company reserves the right to amend the price in any subsequent Quotation.

5. System

5.1. The Company reserves the right to amend the specification during Installation if required by any applicable statutory or regulatory requirements.

5.2 All equipment shall be required only to conform to the Quotation.

5.3 The Company reserves the right to make changes in the design of the equipment or add improvements without obligation to make such changes.

6. Payment

6.1 The Client shall pay the Fees due under the invoice within 30 days of the date of the invoice or otherwise in accordance with any credit terms agreed between the Supplier and the Client.

6.2 Time for payment is of the essence of the contract between the Supplier and the Client.

6.3 If the Client fails to make payment within the period in sub-Clause 6.1, the Supplier shall charge the Client

interest at the rate of 2% per month above the Barclay's Bank base rate on the amount outstanding until payment is received in full.

6.4 If the Client fails to make payment within the period in sub-Clause 6.1, the Supplier shall have the right to suspend the provision of the Services (where the provision of the Services is ongoing) until payment is received in full.

6.5 Receipts for payment will be issued by the Supplier only at the Client's request.

6.6 All payments must be made in Sterling unless otherwise agreed in writing between the Supplier and the Client.

6.7 The Supplier may require the Customer to pay a deposit (in such sum that the Supplier shall decide) or full payment of the price of the system and its installation in advance of the commencement date or such later date as the parties may otherwise agree and shall invoice the Customer for the outstanding amount (if any) on or at any time after installation. Where a deposit or prepayment is required this will be stated in the Quotation. If the Customer fails to pay the deposit or any other payment required prior to the installation date, the Supplier reserves the right to suspend the installation of the system.

7. Retention of Title

7.1 Notwithstanding delivery and the passing of risk, property and title to the goods shall remain with the Supplier until the Supplier has received payment of the full price of (a) all Goods and/or Services the subject of the Contract and (b) all other goods and/or services supplied by the Supplier to the buyer under any contract whatsoever. Payment of the full price shall include, without limitation, the amount of any interest or other sum payable under the terms of this and all other contracts between the Supplier and the Client.

7.2 In the event of non-payment requiring reclaiming the equipment, the Client shall permit the Supplier full and immediate access to retrieve all equipment installed. The Client shall at all times be responsible for loss or damage to the equipment.

8. Assignment

8.1 The Supplier shall be entitled to assign, transfer, charge, subcontract or deal in any manner with all or any of its rights or obligations under the Contract and to perform any of its obligations through any third party at any time during the Contract period. The Supplier may substitute alternative equipment, materials and/or services of similar or greater efficiency.

8.2 The Client shall not be entitled to assign, charge, or transfer the benefit of the Contract without the prior written consent of the Supplier.

9. Installation

9.1 The Supplier shall use its reasonable endeavours to complete the Installation of the System on the Installation Date, but any such date is approximate only. Time is not of the essence as to the Installation of the System and the Supplier shall not in any circumstances be liable for any delay in Installation, however caused.

9.2 The components of the System may be delivered by the Supplier in advance of the Installation Date on giving reasonable notice to the Subscriber.

9.3 Installation shall be carried out during normal business hours (excluding bank or public holidays). The Supplier may levy additional charges for any Installations made outside such hours at the Client's request.

9.4 The Client shall be responsible (at the Client's cost) for preparing the location for the Installation and for the provision of all necessary access and facilities reasonably required to deliver and install the System. If the Supplier is prevented from carrying out delivery or installation on the Installation Date because no such preparation has been carried out, the Supplier may levy additional charges to recover its loss arising from this event.

9.5 The Supplier shall use reasonable endeavours to complete the installation without damaging the Client's property, but this cannot always be avoided and the Client shall indemnify the Supplier against such eventualities.

9.6 The installation shall be deemed to be complete and the Supplier's obligations in respect of the Installation under the Contract shall be discharged on the date upon which the Supplier's representative completing the Supplier's handover check list for the Installation and the Client signing the handover check list and a note of satisfaction (Installation Date). The Client shall not unreasonably withhold or delay signature of the handover check list and the note of satisfaction.

9.7 Upon or within a reasonable time of the Installation Date, the Client shall be issued with the Completion Certificate in respect of the Installation.

10. Liability and Indemnity

10.1 The Supplier will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under these Terms and Conditions, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Supplier's employees, agents or otherwise) in connection with its provision of the Services or the performance of any of its other obligations under these Terms and Conditions or this quotation or with the use by the Client of the Services supplied.

10.2 The Supplier may utilise the supply of goods or services by third parties other than the Supplier and in such circumstances the Supplier shall have no responsibility or liability for the supply of such goods or services.

10.3 The Supplier shall not be liable to the Client or be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations if such delay or failure is due to any cause beyond the Supplier's reasonable control.

10.4 The Client shall indemnify the Supplier against all damages, costs, claims and expenses suffered by the Supplier arising from any loss or damage to any equipment (including that belonging to third parties) caused by the Client or its agents or employees.

10.5 Nothing in these Terms and Conditions shall limit or exclude the Supplier's liability for death or personal injury caused by its negligence or for any other matters for which it would be unlawful to exclude or limit liability.

11. Force Majeure

The Supplier shall not be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

12. Communications

12.1 All notices under these Terms and Conditions shall be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).

12.2 Notices shall be deemed to have been duly given:

- (a) when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
- (b) when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
- (c) on the fifth business day following mailing, if mailed by national ordinary mail; or
- (d) on the tenth business day following mailing, if mailed by airmail.

12.3 All notices under these Terms and Conditions shall be addressed to the most recent address, email address or fax number notified to the other party.

13. Waiver

13.1 No waiver by the Supplier of any breach of these Terms and Conditions by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.

13.2 No failure or delay on the part of either the Supplier or the Client to exercise any right, power or privilege under these Terms and Conditions shall operate as a waiver of, nor shall any single or partial exercise of any such right, power or privilege preclude, any other or further exercise of any other right, power or privilege.

14. Severance

In the event that one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (which shall remain valid and enforceable).

15. Data Protection

All personal information that the Supplier has used or may use has been or will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and the Client's rights under the GDPR. For complete details of the Supplier's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Client's rights and how to exercise them, and personal data sharing (where applicable), please refer to the Supplier's Data Protection Policy available from the registered offices of the Company.

16. Law & Jurisdiction

16.1 These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

16.2 Any dispute, controversy, proceedings or claim between the Supplier and the Client relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.