

PepperSprint Terms & Conditions

(Commercial Terms)

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1 Introduction

These Commercial Terms ("Terms") govern the provision of professional services by PepperSprint ("PepperSprint", "we", "our", or "us") to its business customers ("Client").

These Terms apply to all quotations, proposals, Statements of Work (SOWs), purchase orders, service engagements, and other commercial arrangements unless otherwise agreed in writing.

By accepting a quotation, signing a proposal, issuing a purchase order, or commencing the use of our services, the Client agrees to these Terms.

2 Scope of Services

PepperSprint provides professional technology services, including but not limited to:

- Software development
- Mobile application development
- Web application development
- Cloud engineering
- API development and integration
- AI and automation solutions
- DevOps and infrastructure services
- Maintenance and support
- Resource augmentation
- Technical consulting
- Project management

The exact scope of services shall be defined in the applicable quotation, proposal, or Statement of Work.

3 Quotations

Unless otherwise stated:

- Quotations remain valid for thirty (30) calendar days.
- Prices exclude applicable taxes unless expressly stated otherwise.
- Changes to project scope may result in revised pricing and delivery schedules.
- PepperSprint reserves the right to withdraw or amend quotations prior to acceptance.

4 Project Commencement

Work will normally commence after:

- written acceptance of the proposal or quotation;
- completion of any required contractual documentation;
- receipt of any agreed advance payment; and
- provision of all necessary project information and system access by the Client.

5 Client Responsibilities

The Client agrees to:

- provide accurate information;
- provide timely approvals;
- provide required technical documentation;
- grant necessary system access;
- appoint a primary project contact;
- participate in testing and acceptance activities.

PepperSprint shall not be responsible for delays caused by incomplete information or delayed client decisions.

6 Changes to Scope

Any request that materially changes the agreed scope, timeline, deliverables, or technical requirements may be treated as a Change Request.

PepperSprint will evaluate the requested changes and may provide:

- revised pricing;
- revised timelines;
- revised resource allocation; and/or
- updated project documentation.

Work on change requests will only commence after written approval.

7 Fees and Payment

Unless otherwise agreed:

- invoices are payable within fourteen (14) days;
- recurring services are invoiced monthly;
- fixed-price projects may be invoiced according to agreed milestones;
- time-and-material engagements are invoiced based on actual hours worked.

Late payments may result in suspension of services until outstanding invoices have been settled.

8 Taxes

The Client is responsible for any applicable taxes, duties, withholding taxes, or governmental charges imposed within its jurisdiction unless otherwise required by applicable law.

9 Delivery

Estimated delivery dates are provided in good faith.

Delivery schedules depend upon timely cooperation by the Client, including:

- approvals;
- feedback;
- access;
- required documentation;
- third-party dependencies.

PepperSprint shall not be liable for delays outside its reasonable control.

10 Acceptance

Deliverables shall be deemed accepted when:

- the Client confirms acceptance in writing;
- the agreed acceptance criteria have been satisfied; or
- the Client begins productive use of the deliverables.

Minor defects that do not materially affect functionality shall not prevent acceptance.

11 Intellectual Property

Unless otherwise agreed in writing:

- the Client receives ownership of custom-developed deliverables after full payment;
- PepperSprint retains ownership of its existing intellectual property, methodologies, frameworks, reusable components, libraries, templates, know-how, and development tools;
- PepperSprint may reuse generic knowledge and experience acquired during the engagement.

Third-party software remains subject to the applicable third-party licences.

12 Confidentiality

Both parties agree to keep confidential information secret and to use such information solely for purposes directly related to the engagement.

This obligation survives termination of the commercial relationship.

13 Open-Source Software

Solutions delivered by PepperSprint may include open-source software where appropriate.

Applicable open-source licences remain the responsibility of their respective copyright holders.

14 Third-Party Services

PepperSprint may integrate or recommend third-party services including cloud platforms, APIs, payment providers, AI services, hosting providers, or software products.

PepperSprint is not responsible for outages, pricing changes, licensing changes, or discontinued services provided by third parties.

15 Warranties

PepperSprint warrants that services will be performed using reasonable professional skill and care.

Except as expressly stated, all services are provided on an "as-is" and "as-available" basis.

PepperSprint does not guarantee:

- uninterrupted service;
- error-free software;
- compatibility with unsupported third-party systems;
- business outcomes or commercial success.

16 Limitation of Liability

To the maximum extent permitted by applicable law:

- PepperSprint shall not be liable for indirect, incidental, consequential, punitive, or special damages;
- PepperSprint shall not be liable for loss of profits, revenue, goodwill, business opportunities, or data;
- PepperSprint's total aggregate liability shall not exceed the fees paid by the Client for the specific services giving rise to the claim during the preceding twelve (12) months.

Nothing in these Terms limits liability where such limitation is prohibited by law.

17 Force Majeure

Neither party shall be liable for delays or failure to perform caused by events beyond its reasonable control, including:

- natural disasters;
- pandemics;
- war;
- government restrictions;
- cyberattacks;
- telecommunications failures;
- widespread internet outages.

Performance shall resume as soon as reasonably practicable.

18 Suspension and Termination

Either party may terminate an engagement:

- in accordance with the applicable agreement;
- upon material breach that remains unremedied after reasonable written notice; or
- where continued performance becomes unlawful.

Termination does not affect accrued payment obligations.

19 Marketing

Unless otherwise agreed, PepperSprint may identify the Client as a customer in general marketing materials, proposals, and capability statements.

PepperSprint will not disclose confidential project information without prior written consent.

Clients may request that their name or logo not be used.

20 Governing Agreement

Where a signed Master Services Agreement (MSA), Service Agreement, or Statement of Work exists, that agreement shall prevail over these Commercial Terms to the extent of any inconsistency.

21 Governing Law

Unless otherwise specified in a signed agreement, these Terms shall be governed by the laws specified in the applicable commercial agreement between the parties.

22 Contact

Questions regarding these Commercial Terms may be directed to:

PepperSprint

Email: legal@peppersprint.com

Website: <https://www.peppersprint.com>