



MJM
DATA CAPTURE

B R I D G E W M S

The Complete Warehouse Solution

TERMS AND CONDITIONS

Table of Contents

| | |
|--|---|
| 1. Interpretation and Definitions | 2 |
| 2. Quotations, Specification, Variation, and Cancellation | 3 |
| 3. Prices and Payment | 4 |
| 3.3 Software Subscriptions and Maintenance (New Customers) | 4 |
| 3.4 Software Upgrades and Existing Customers (Legal-Style, Updated) | 4 |
| 3.5 Minimum Term and Notice | 5 |
| 4. Consequences of Non-Payment | 5 |
| 5. Delivery | 5 |
| 6. Inspection and Acceptance | 5 |
| 7. Guarantee and Warranty | 6 |
| 8. Limitation of Liability | 6 |
| 9. Regulatory Compliance and Licences | 7 |
| 10. Termination of Contract | 7 |
| 11. Intellectual Property and Confidentiality | 7 |
| 12. Force Majeure | 7 |
| 13. Use of Goods and Safety | 8 |
| 14. General | 8 |

1. Interpretation and Definitions

1.1 In these Terms and Conditions (“Terms”):

- (a) “SO” means the Sales Order Acknowledgement issued by the Company to the Purchaser.
- (b) “Applicable Guarantee Period” means the period stated in the relevant quotation or SO; if not stated, ninety (90) days from the date of delivery.
- (c) “Contract” means the agreement between the Purchaser and the Company for the supply of Goods and/or Services.
- (d) “Goods” means the goods and/or services specified in the SO or otherwise agreed in writing.
- (e) “Liability in relation to” includes all losses, damages, costs (including legal fees on a full indemnity basis), taxes, claims, proceedings, and demands arising out of or in connection with the Contract.
- (f) “Purchaser” means the buyer of the Goods as stated in any SO.
- (g) “Price” means the price stated in the SO, subject to these Terms.
- (h) “Stop” means the Company’s right to suspend support, deliveries, or other obligations under the Contract in the event of non-payment or breach.
- (i) “Support” means the services provided by the Company, including fault rectification, software updates, answering queries, data correction, and site-based work.
- (j) “Services” means services agreed in the SO.

1.2 Any provision of the Contract found invalid or unenforceable shall be severed without affecting the validity of the remainder.

1.3 Payments are deemed made when cleared funds are received in the Company’s bank account.

1.4 The Contract comprises these Terms, the SO, and any relevant quotation. Variations must be agreed in writing and prevail over these Terms.

2. Quotations, Specification, Variation, and Cancellation

2.1 A quotation is not an offer and may be withdrawn or amended. No Contract exists until the Company issues an SO or commences work or allocates Goods to the Contract.

2.2 The Company may alter specifications provided performance or utility is not materially affected.

2.3 The Specification governs all work under the SO.

2.4 A signed Specification supersedes all prior agreements.

2.5 Any variations required by law or agreed between the parties may incur additional charges and extend the Company's performance timeline.

2.6 Cancellation of a project renders all prior payments, including deposits, non-refundable.

2.7 Cancellation of site days with less than two (2) weeks' notice is chargeable.

2.8 Site days cancelled or postponed more than twice, regardless of notice period, may be chargeable.

3. Prices and Payment

3.1 Prices are ex-works unless otherwise stated, excluding VAT, taxes, packaging, carriage, insurance, documentation, and installation. Payments must be made in full without deductions, set offs, or counterclaims, in accordance with the SO or within thirty (30) days of invoice.

3.2 Delays caused by the Purchaser extend payment obligations and performance timelines. The Company may withhold performance until payment or arrangements are made.

3.3 Software Subscriptions and Maintenance (New Customers)

- Applies to new customers from 1 February 2026.
- Subscription, licence, and AMC charges commence from contract signature or order confirmation.
- Charges remain payable during project delays, pauses, or hold periods.
- Annual uplift of 3.5% applies on each anniversary.
- Upgrades or additional modules for existing customers follow the original contract.

3.4 Software Upgrades and Existing Customers (Legal-Style, Updated)

3.4.1 This clause applies to all existing customers who upgrade, enhance, or extend software, licences, modules, or services previously supplied by the Company.

3.4.2 Upgrades, enhancements, or additional modules shall remain under the existing contract(s), except where explicitly stated otherwise.

3.4.3 Annual Maintenance & Support Charges (“AMC”) for any upgraded software shall:

- (a) Be charged from the agreed upgrade effective date;
- (b) Be pro-rated where necessary to align with the customer’s existing AMC renewal cycle(s).

3.4.4 For customers with multiple AMCs arising from prior upgrades (e.g., Bridge system → WMS for Opera 3):

- (a) Any subsequent upgrade shall continue to be governed by clauses 3.4.2 and 3.4.3;
- (b) **Where a customer upgrades from Bridge WMS (Opera 3) to Bridge WMS SQL**, all existing separate AMCs shall, **with effect from 1st February 2026**, be consolidated into a **single AMC contract**, with charges aligned and pro-rated as appropriate;
- (c) The consolidated AMC shall continue under the existing commercial terms, subject to any annual uplift applicable under the Contract.

3.4.5 Delays caused by the Purchaser in relation to any upgrade, installation, testing, or go-live shall **not suspend or defer AMC charges** once the upgrade effective date has been reached.

3.5 Minimum Term and Notice

- (a) Minimum contract term: twenty-four (24) months from start date.
 - (b) Termination after the minimum term requires at least two (2) months' written notice.
 - (c) All charges remain payable during the minimum term and notice period.
 - (d) Contracts automatically renew under the same terms unless terminated.
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4. Consequences of Non-Payment

4.1 Non-payment constitutes a material breach.

4.2 The Purchaser may be placed on **Stop**.

4.3 The Purchaser indemnifies the Company for legal costs, collection fees, and losses due to exchange rate fluctuations. Interest accrues at 4% above HSBC base rate from due date until payment.

4.4 The Company may repossess hardware, valuing it at resale price.

5. Delivery

5.1 Delivery is ex-works unless otherwise agreed. The Company may store or dispose of Goods at the Purchaser's cost if delivery instructions are not provided. Delivery times are estimates.

5.2 Goods may be delivered in instalments, each constituting a separate contract.

5.3 Export/import costs are borne by the Purchaser. Purchaser indemnifies the Company for breaches of export regulations.

5.4 The Company is not liable for third-party transport damage.

6. Inspection and Acceptance

6.1 Purchaser must inspect Goods within seven (7) days of delivery or Services within seven (7) days of completion. Absence of notice deems Goods/Services accepted.

7. Guarantee and Warranty

7.1 During the Applicable Guarantee Period, the Company may repair, replace, or adjust defective Goods, subject to:

- (a) Written notice of defect within the guarantee period.
- (b) Proper use of Goods.
- (c) No misuse, unauthorised alteration, or use of sub-standard consumables.
- (d) Defects not arising from Purchaser-supplied designs or components.
- (e) No non-approved parts used.
- (f) Full payment made.
- (g) Costs caused by operator error borne by the Purchaser.
- (h) Access provided for inspection/repair.
- (i) Consumables costs borne by the Purchaser.

7.2 Goods may be repaired on-site or returned; risk remains with the Purchaser if returned.

7.3 Third-party components follow the supplier's warranty.

7.4 Repaired/replaced Goods carry the remainder of the original guarantee.

8. Limitation of Liability

8.1 Except as expressly stated or mandated by law, the Company's liability is limited to:

- (a) Obligations under Clause 7.
- (b) No further liability after repair/replacement.
- (c) Exclusion of implied warranties, conditions, or terms.
- (d) No liability for indirect or consequential losses.

8.2 Aggregate liability is limited to 1.5x the Contract value.

8.3 No reliance on oral representations.

8.4 Liability under any SO is subject to these Terms.

9. Regulatory Compliance and Licences

9.1 Goods comply with mandatory UK regulations. Purchasers must comply with laws regarding use, disposal, and operation.

9.2 Purchasers obtain all necessary licences, permits, and approvals, indemnifying the Company for failures.

10. Termination of Contract

10.1 Company may terminate for:

- (a) Non-payment or unremedied breach.
- (b) Insolvency or suspension of obligations.
- (c) Change of control prejudicial to Company's interests.
- (d) Ceasing or threatening to cease trading.
- (e) Bankruptcy, death, or equivalent outside England & Wales.

10.2 On termination, the Company may:

- (a) Declare sums immediately payable with interest.
 - (b) Suspend performance and credit.
 - (c) Repossess and sell Purchaser assets, applying proceeds to debts and damages.
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11. Intellectual Property and Confidentiality

11.1 Company retains all IP. Purchaser shall not copy, decompile, reverse engineer, or disclose confidential information.

11.2 Purchaser ensures customers comply with IP obligations and signs licenses where required.

12. Force Majeure

12.1 The Company is not liable for events beyond its reasonable control. The Company may terminate and recover costs incurred.

13. Use of Goods and Safety

13.1 Purchaser obligations:

- (a) Use Goods as intended, provide training, maintain warnings, and follow safety guidance.
 - (b) Ensure premises comply with health and safety standards.
 - (c) Indemnify the Company for losses arising from non-compliance.
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14. General

14.1 Purchaser indemnifies Company for IP or specifications supplied by the Purchaser.

14.2 No waiver is effective unless in writing.

14.3 Contract rights cannot be assigned without written consent.

14.4 Clauses 3.2, 4, 8, 11, 13, and 14.1 survive termination.

14.5 Third parties have no enforcement rights.

14.6 Governing law: English law. Exclusive jurisdiction: English courts.