TERMS AND CONDITIONS

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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.

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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2.1 A quotation is not an offer and may be withdrawn or amended.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.

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3. Prices and Payment

3.1 General

(a) All prices are exclusive of VAT and any other applicable taxes unless otherwise stated.

(b) Prices exclude delivery, carriage, insurance, installation, configuration, travel expenses, accommodation, documentation, and any third-party charges unless specifically included within the Sales Order ("SO").

(c) Payment shall be made in cleared funds without deduction, set-off, withholding, or counterclaim.

(d) The Company reserves the right to suspend delivery, installation, support services, project work, or any other obligations until all overdue amounts have been paid in full.

3.2 Hardware, Services and Standard Orders

(a) Hardware purchases, software licences, consultancy services, training, installation services, and any project or quotation with a total value of £3,000 or less shall be invoiced upon supply or completion of the relevant milestone.

(b) Unless otherwise stated within the SO, payment is due within thirty (30) days from the invoice date.

(c) Ownership of hardware supplied by the Company shall remain with the Company until payment has been received in full.

3.3 Bespoke Development Projects Exceeding £3,000

(a) Any bespoke software development, custom integration, enhancement, modification, report development, API development, automation project, or other development work with a quoted value exceeding £3,000 excluding VAT shall be subject to the following payment terms:

(i) Fifty percent (50%) of the development value shall be payable upon acceptance of the quotation or order confirmation.

(ii) Fifty percent (50%) of the development value shall be payable upon installation or deployment into the Purchaser's TEST environment, production environment, or first delivery of the completed development, whichever occurs first.

(b) Development work will not be scheduled, allocated, or commenced until the initial payment has been received in cleared funds.

(c) Delays caused by the Purchaser shall not defer payment obligations once the relevant project milestone has been achieved.

(d) The Company reserves the right to suspend further development work, testing, support, deployment, or go-live activities where payment is outstanding.

3.4 Annual Maintenance Contracts for Development Projects

(a) All bespoke development projects shall be subject to an Annual Maintenance Contract ("AMC").

(b) The AMC shall be charged at ten percent (10%) of the total development value per annum, unless otherwise agreed in writing between the Company and the Purchaser.

(c) AMC charges shall commence from the installation date of the development into the Purchaser's TEST or production environment, unless otherwise agreed in writing between the Company and the Purchaser.

(d) AMC invoices shall be issued annually in advance and shall remain payable throughout the term of the Contract.

(e) AMC charges cover software maintenance, bug fixes, compatibility updates, technical support, and reasonable assistance relating to the developed solution unless otherwise specified within the SO.

(f) The current annual uplift is set at four percent (4%). This rate is subject to review and may be amended annually at the Company's discretion upon written notice.

3.5 Software Subscriptions and Maintenance (New Customers)

(a) Applies to all new customers from 1 February 2026.

(b) Subscription, licence, support, maintenance, and AMC charges shall commence from contract signature, order confirmation, or the agreed commencement date stated within the SO.

(c) Charges shall remain payable during project delays, pauses, suspension periods, testing periods, or hold periods caused by the Purchaser.

(d) The current annual uplift is four percent (4%) and may be reviewed annually.

3.6 Software Upgrades and Existing Customers

3.6.1 This clause applies to existing customers who purchase software upgrades, enhancements, modules, integrations, or additional services.

3.6.2 Upgrades and enhancements shall remain governed by the existing contractual arrangements unless otherwise agreed in writing.

3.6.3 AMC charges for upgraded software shall:

(a) Commence from the agreed upgrade effective date;

(b) Be pro-rated where required to align with existing renewal dates.

3.6.4 Where multiple AMC agreements exist:

(a) The Company may consolidate such agreements into a single annual contract;

(b) Charges shall be aligned and pro-rated accordingly;

(c) The consolidated AMC shall continue under existing commercial terms subject to annual uplifts.

3.6.5 Delays caused by the Purchaser relating to installation, testing, sign-off, user acceptance testing, training, or go-live activities shall not delay the commencement of AMC charges.

3.6.6 The Company reserves the right to commence AMC invoicing three (3) months from installation into the Purchaser's TEST environment irrespective of project status.

3.7 Minimum Contract Term and Notice

(a) The minimum contract term shall be twenty-four (24) months unless otherwise stated within the SO.

(b) Following expiry of the minimum term, either party may terminate by providing not less than two (2) months written notice.

(c) All charges remain payable during the minimum term and any notice period.

(d) Contracts shall automatically renew on the same terms unless terminated in accordance with this clause.

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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.

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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.

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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.

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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.

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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 1.5× the Contract value.

8.3 No reliance on oral representations.

8.4 Liability under any SO is subject to these Terms.

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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.

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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.

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12. Force Majeure

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

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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.