

AWtotation Ltd - Terms and conditions

1. INTERPRETATION The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

- **AWtotation:** AWtotation Ltd, incorporated and registered in England and Wales with company number 12462874 whose registered office is at Unit 1 Enterprise Road, Raunds, Northamptonshire, NN9 6JE.
- **Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- **Client:** the person or firm who purchases the Goods and/or Services from AWtotation.
- **Commencement Date:** the date the Contract comes into existence as per Clause 3.1.
- **Conditions:** these terms and conditions as amended from time to time.
- **Contract:** the contract between AWtotation and the Client for the supply of Goods and/or Services in accordance with these Conditions and the Quote.
- **Force Majeure Event:** has the meaning given to it in Clause 13.
- **Goods:** the goods set out in the Quote.
- **Goods Specification:** any specification for the Goods, including any relevant functional specifications, plans or drawings stated in the Quote or incorporated therein by reference.
- **Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- **Quote:** the document issued by AWtotation setting out various commercial terms including, the Goods and/or Services to be provided by AWtotation to the Client, the prices and payment terms, the delivery address and estimated delivery/installation dates.
- **Services:** the services set out in the Quote.
- **Services Specification:** any specification for the Services stated in the Quote or incorporated therein by reference.

1.2 Interpretation:

- a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

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- b) A reference to a party includes its personal representatives, successors and permitted assigns.
- c) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- d) The words 'including,' 'for example,' or similar expressions are meant as examples only and don't limit the meaning of the terms that come before them.
- e) A reference to writing or written includes fax and email.

2. GENERAL

- In these Terms and Conditions, "the Client" refers to any company, organisation, or individual seeking to purchase goods or services from AWtotation. Unless expressly agreed in writing, these Terms and Conditions govern all agreements and deliveries by AWtotation for the supply of goods or services.
- **Governing Law.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

3. BASIS OF CONTRACT

- **3.1** A Quote shall only be deemed to be accepted when the Client signs it or otherwise issues written acceptance of the Quote, which must include the provision of a Purchase Order (PO) from the Client to AWtotation Ltd, at which point and on which date the Contract shall come into existence (Commencement Date). To secure agreed lead times, a Purchase Order must be provided.
- **3.2** AWtotation shall provide the Goods and/or Services set out in each accepted Quote in accordance with the Goods Specification and/or Services Specification.
- **3.3** These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- **3.4** The Quote shall not constitute an offer and may be withdrawn any time prior to the Commencement Date.

4. CUSTOMER'S OBLIGATIONS

4.1 The Client shall:

- Co-operate with AWtotation in all matters relating to the Services.
- Provide AWtotation, its employees, agents, consultants, and subcontractors with fair access to the Client's premises, office accommodation, and other facilities as reasonably required to provide the Services.

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- Provide AWtimation with such information and materials as AWtimation may reasonably require to supply the Services and ensure such information is complete and accurate in all material respects.
- Obtain and maintain all necessary licenses, permissions, and consents required for the Services before the date on which the Services are to start.
- Comply with all applicable laws, including health and safety laws.

4.2 Delays and Defaults by the Client or Third Parties

If AWtimation's performance of its obligations is prevented or delayed by any act or omission by the Client, or by a third party instructed by the Client (a "Customer Default"), then:

- AWtimation shall have the right to suspend the Services until the Customer remedies the default and is relieved from the performance of its obligations to the extent the default prevents or delays performance.
- AWtimation will not be liable for any costs or losses incurred by the Customer due to AWtimation's failure or delay in performance.
- The Customer shall reimburse AWtimation on written demand for any costs or losses sustained by AWtimation arising directly or indirectly from the Customer Default.
- If the delay causes other client work to be deferred and requires AWtimation to complete your project outside of normal working hours, these additional hours will be chargeable to the Customer. AWtimation will complete this work within a reasonable timeframe, in line with its current workflow.
- Where testing is required, AWtimation requests that the equipment be available without limitation. If AWtimation is required to make additional visits or spend additional time to complete testing due to the equipment not being available, the Client will be billed for these additional costs.

5. PAYMENT TERMS

- Invoicing schedule to be agreed prior to the commencement of any work should the work exceed 5 working days.
- All invoices to be paid within 30 days of the invoice date unless prior agreements have been made and signed by both parties.
- AWtimation reserves the right to charge additional fees for any overdue invoices. This is where goods and/or services have been provided by AWtimation and payment has not been received within the agreed payment period. In this case AWtimation reserves the right to:
 - Suspend or refuse to commence any further work for the Client, regardless of whether it relates to the overdue invoice.
 - Refuse to attend calls to the Client's site for any purposes.

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- Failure to make payment in respect of goods supplied, or services provided, in accordance with these terms and conditions or any contract between the client and AWtomatic shall entitle AWtomatic to delay, suspend or cancel any work or delivery of goods in whole, or in part, at its option.
- Interest shall be charged on outstanding balances at the rate of 8% above the Bank of England base rate, calculated daily, under the Late Payment of Commercial Debts (Interest) Act 1998, until payment after as well as before judgment. The Client will also be responsible for any administrative costs and legal fees incurred by AWtomatic in recovering outstanding payments, including any compensation payable under the aforementioned Act.
- **5.1 Charges and Adjustments**
 - The Client shall pay the price for Goods and/or Services, in accordance with the payment terms set out in the Quote.
 - AWtomatic reserves the right to increase the price of the Goods and/or Services by giving notice to the Client at any time before delivery or commencement of services, to reflect any increase in the cost to AWtomatic that is due to:
 - Any factor beyond the control of AWtomatic (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs).
 - Any request by the Client to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification.
 - Any delay caused by any instructions of the Client in respect of the Goods or Services or failure of the Client to give AWtomatic adequate or accurate information or instructions in respect of the Goods or Services, including but not limited to, delays in sourcing equipment that incur additional costs where AWtomatic was not advised of such delays.

6. INTELLECTUAL PROPERTY RIGHTS

- **6.1 Equipment Developed Solely by AWtomatic:** All drawings, technical documentation (including software), and other intangible property rights ("Intellectual Property Rights") supplied by AWtomatic to the Client remain the exclusive property of AWtomatic. The Client is granted a license to use these Intellectual Property Rights solely for the purpose for which they were supplied. The Client shall not copy, alter, reproduce, assign, or otherwise transfer these Intellectual Property Rights to any unauthorised third party without the prior written consent of AWtomatic.
- **6.2 Collaborative Consultancy Services:** For consultancy services where the work is a collaboration between the Client and AWtomatic, any designs or software created will become the property of the Client upon full payment of all outstanding invoices related to that work.

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- **6.3 General Intellectual Property:** All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by AWtotation.
- **6.4 Licence to Client:** AWtotation grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to use the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables in its business. The Customer shall not sub-license, assign or otherwise transfer the rights granted by this clause.
- **6.5 Licence from Client:** The Customer grants AWtotation a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to AWtotation for the term of the Contract for the purpose of providing the Services to the Customer.

7. LIABILITY AND WARRANTY

- The client shall thoroughly inspect any goods, services, documentation and functionally test equipment upon delivery. It is the responsibility of the client to establish whether these deliverables are consistent with the purchase agreement and promptly report any deficiencies discovered during such inspection. The client must make the equipment available for rectification should this be required.
- AWtotation accepts no liability under any claims howsoever arising (be it by negligence or otherwise) for operating losses, loss of earnings or other indirect losses and consequential losses, including costs incurred to ascertain or locate deficient products or any issues relating to the supplied equipment or services.
- AWtotation accepts no liability under any claims howsoever arising (be it by negligence or otherwise) for operating losses, loss of earnings or other indirect losses and consequential losses in the event that services and/or goods may not be supplied immediately or within an agreed timescale.
- Where information has been supplied as part of the safety design and safe operation of equipment, this must be verified and checked by the client. AWtotation takes no responsibility for any liability where any recommendations, operational procedures or any other information and processes that have been created to ensure safe operation of equipment has been ignored.
- **7.1 Scope of Liability Restrictions:** The restrictions on liability in this clause 6 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- **7.2 Non-Excluded Liabilities:** Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
 - death or personal injury caused by negligence;
 - fraud or fraudulent misrepresentation;

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- breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and
 - defective products under the Consumer Protection Act 1987.
- **7.3 Limitation of AWtotation's Total Liability:** AWtotation's total liability to the Customer shall not exceed 125% of the total charges in the contract year in which the breaches occurred. A contract year means a 12-month period commencing with the Commencement Date or any anniversary of it. Total charges mean all sums paid by the Customer and all sums payable under the Contract in respect of goods and services actually supplied by AWtotation, whether or not invoiced to the Customer.
- **7.4 Excluded Losses:** The following types of loss are wholly excluded: loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of use or corruption of software, data or information; loss of or damage to goodwill; and indirect or consequential loss.
- **7.5 Non-Excluded Specific Losses:** The following types of loss and specific loss are not excluded:
 - sums paid by the Customer to AWtotation pursuant to the Contract, in respect of any Goods or Services not provided in accordance with the Contract;
 - wasted expenditure;
 - additional costs of procuring and implementing replacements for, or alternatives to, Goods or Services not provided in accordance with the Contract. These include but are not limited to consultancy costs, additional costs of management time and other personnel costs, and costs of equipment and materials;
 - losses incurred by the Customer arising out of or in connection with any third party claim against the Customer which has been caused by the act or omission of AWtotation. For these purposes, third party claims shall include but not be limited to demands, fines, penalties, actions, investigations or proceedings, including but not limited to those made or commenced by subcontractors, AWtotation's personnel, regulators and customers of the Customer.
- **7.6 Indemnity:** The Customer shall indemnify AWtotation against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by AWtotation arising out of or in connection with any claim made against AWtotation for actual or alleged damage to a third party arising out of or in connection with the Customer's misuse of the Goods.

8. QUOTATIONS

- A quotation shall only be valid for a period of 30 days from its date of issue. Quotes from AWtotation will become void if the client's acceptance has not been granted within 30 days of the submission of the quote.

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- **8.1 Quote Basis** All quotations are provided based on the price and availability of materials and outsourced labour current on the date the quote is generated.
- **8.2 Quote Review and Price Adjustments** If a Quote is accepted via provision of a Purchase Order after the initial 30 working day validity period (as per Clause 8), AWtotation reserves the right to review items within the quote that are outside its direct control, such as the cost and availability of materials or outsourced labour. Possible outcomes of such a review include:
 - No change to the cost of materials or outsourced labour; the original Quotation remains valid.
 - An increase in the cost of materials or outsourced labour; the Quotation will be increased to reflect this. In the event of an increase to the original quotation, AWtotation will contact the Client to highlight the updated price. The Client will then be given 10 working days to accept or reject the updated quotation. Should acceptance of the revised quote, via receipt of a Purchase Order, be outside of this 10 working day period, the terms outlined in Clause 5 (Payment Terms) regarding price adjustments due to client delays or external factors may apply.

9. LEAD TIMES

- Lead times for the provision of Goods and/or Services may vary depending on when the order is placed and the mobilisation time of the project, including how these factors affect AWtotation. The Client must ensure that lead times are formally agreed with AWtotation prior to the acceptance of any work or placement of an order.

10. COST OF SERVICES

Rates for the following services will be supplied at the time of quotation:

- Day Rate
- Hourly Rate
- Weekend/Anti-Social Hours Rate
- International Costs

Expenses:

- **Hotels and other travel costs:** Chargeable to the client
- **Daily Subsistence:** A daily subsistence allowance, capped at £40.00 per day, will only be charged when overnight hotel accommodation is required.

11. TRAVEL

- **11.1 Cost of mileage:**
 - Mileage calculations are based on travel from the AWtotation office at the following address: Unit 1 Enterprise Road, Raunds, Northamptonshire, NN9 6JE.
 - The Mileage is charged at £0.65 per mile.

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- **11.2 Cost of travel time:**

- AWtotation Ltd. shares travel costs with the Client. When travel time to a site exceeds one hour, the client's portion will be 50% of the hourly rate.

12. CANCELLATION FEES

AWtotation reserves the right to charge cancellation fees if a job scheduled for a specific period is cancelled or rescheduled with less than 7 days' notice. The cancellation fee will be calculated pro-rata based on the number of days of notice missed, multiplied by the total allocated time for the job, using the hourly rate specified in Section 10.

13. FORCE MAJEURE

Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (a Force Majeure Event). In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for one month, the party not affected may terminate this agreement by giving fourteen days' written notice to the affected party.

14. WARRANTY

AWtotation offers a 1-year warranty period on its equipment, supplementary to the manufacturer's warranty of the individual parts. During this 1-year period, AWtotation will attend the Client's site if the system has stopped working. Any extended warranty requirements beyond this period can be quoted and calculated individually upon request.