

PIONEER AUTOMATED CONTROLS LIMITED

TERMS AND CONDITIONS FOR THE SALE OF GOODS AND SERVICES

1. Definitions

Customer The Company, person or organisation who buys or agrees to buy the Goods and Services and services from the Company.

Company Pioneer Automated Controls Ltd, Park Lodge, Prinknash, Cranham, Gloucester, GL4 8EU

Conditions The terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the Company.

Goods and Services These are the designated Goods and Services that the Customer agrees to buy from the Company.

Normal Working Hours Monday to Friday 8.00am to 4.30pm

Order Contract The order form to which these Terms and Conditions are attached

Price The price for the Goods and Services, excluding VAT and any carriage, packaging and insurance costs.

2. Conditions

- 2.1 These Conditions along with the Company's Order Contract shall form the basis of the contract between the Company and the Customer in relation to the sale of Goods and Services, to the exclusion of all other terms and conditions including the Customer's standard conditions of purchase or any other conditions which the Customer may purport to apply under any purchase order or confirmation of order or any other document.
- 2.2 All orders for Installations, Goods and Services shall be deemed to be an offer by the Customer to purchase Goods and Services from the Company pursuant to these Conditions. No order shall be deemed to be accepted by the Company unless and until confirmed in writing by the Company's authorised representative.
- 2.3 These Conditions may not be varied without the agreement from Managing Director of Pioneer Automated Controls Limited.
- 2.4 These Conditions and the Order Contract represent the whole of the agreement between the Company and the Customer
- 2.5 The owner of the property (or land) in question is responsible for complying with the relevant highways, planning rules and building regulations (regardless of the need to apply for planning permission and/or building regulations approval or not).

3. Goods and Services

The description, quantity and value of the Goods and Services and services shall be as set out in the Company's Order Contract.

4. Price

- 4.1 The price quoted in the Company's quotation is open for acceptance for 30 days. If an order is not received and accepted by the Company within the period stated the Company may review its prices.
- 4.2 The price is quoted is exclusive of any Value Added Tax payable in respect of the supply of Goods and Services or service and this will be additionally payable by the Customer at the VAT rate in force on the date of the Company's invoice.

5. Payment and Interest

- 5.1 Installations. A deposit is required with the initial order, with final payment due on completion of installation and/or supply of Goods and Services unless otherwise agreed in writing. Invoices will be raised for Goods and Services on delivery and for services, installation and commissioning on completion. Where deposit terms are agreed payment of the deposit must be made with the placing of the order.
- 5.2 Takeovers. The Company will provide the Customer with an upfront basic takeover cost as detailed in the Order Contract. This must be paid for in advance of the engineering visit. Any extra Goods and Services or services required during the Takeover visit will be invoiced following the visit. If a quotation is then required for further works, these works must also be paid for in advance of the engineering visit.
- 5.3 Payment of the Price and VAT shall be due within 7 days of the date of the Company's invoice, unless other terms have been agreed between the Customer and Company
- 5.4 The Customer shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted by the Company.
- 5.5 Interest on overdue invoices shall accrue from the date when payment becomes due calculated on a daily basis until the date of payment at the rate of 8% per annum above the Bank of England base rate in use. Such interest shall accrue after as well as before any judgment.

- 5.6 So long as any payment is outstanding whether under this contract or any other contract between the Customer and the Company, The Company shall have a lien on any of the Customer's Goods and Services or equipment in their possession and the Company shall be entitled to retain them or any of them and/or suspend work on any contract until payment is made.
- 5.7 So long as any payment is outstanding the Company shall not be obliged to make good any deficiency under the terms of its warranties.

6. Cancellation

- 6.1 If the Order Contract is signed at the Company's business premises, cancellation can only be accepted after prior negotiation and agreement. If the Company agrees to accept cancellation, part cancellation, part cancellation or return, a minimum charge of 15% will be made.
- 6.2 If the Order Contract is signed away from the Company's business premises, then under the Consumer Contracts (information, cancellation and additional charges) Regulations 2013 the Customer may cancel the contract without giving any reason within 14 calendar days from the date when the Order Contract is returned to the Company. To cancel, the Customer must make a clear statement in writing to the Company of their decision to cancel. The attached Cancellation Form can be used for this purpose.
- 6.3 If the Customer gives express written consent to the Company to provide the Goods and Services within the 14 day cancellation period, the Customer agrees that in the event that they later cancel within the cancellation period, the Company may deduct a sum of money from any refund, for Goods used and/or recoup the cost of any Services delivered up to the point of cancellation.
- 6.4 In the event that the Customer exercises his right of cancellation, the Customer agrees to return to the Company at his own cost within 14 days any Goods that have already been delivered. The Company will send any refund to the Customer within 14 days of receiving the Goods back, or if no Goods were supplied within 14 days of informing the Company about his decision to cancel the contract.

7. Installation and Supply of Goods and Services

- 7.1 The Installation and or the supply of Goods and Services shall be made at the Customer's address, or the address supplied by the Customer. The Customer shall make all arrangements necessary as required by The Company to allow for the Installation, or the supply of Goods and Services to take place on the day or days as requested by the Company.
- 7.2 When an Installation date has been agreed by the Company, if works required by The Company have not been completed by the Customer at the date of installation, or delays are caused during the installation by other contractors, the Company reserve the right to charge the Customer for these delays and disruption to the agreed Installation schedule.
- 7.3 The Company shall not be liable to the Customer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the Goods and Services. If short delivery does take place, the Customer undertakes not to reject the Goods and Services but to accept the Goods and Services delivered as part performance of the contract.
- 7.4 Any loss or damage to the Goods or short delivery must be notified to the Company as soon as possible and in any event within 7 days of delivery and in the case of damage, the damaged Goods and their packaging must be preserved otherwise the Company shall be entitled to disclaim liability that the Company might otherwise have incurred. The Customer must notify the Company of any non-delivery within 7 days of the date of the Company's advice or despatch.
- 7.5 If the Customer is not ready for the installation or delivery of the Goods and Services at the agreed installation, the Company shall be entitled to charge the Customer for Goods and Services purchased, and also to store and insure the Goods and Services and to charge the Customer the reasonable costs of so doing.
- 7.6 Where the Company's quotation provides for the preparation of plans by the Company for the Customer's approval the Customer will notify his approval or disapproval within 7 days of receipt of the plans and the Customer will not unreasonably withhold his approval to the plans. In approving the plans the Customer accepts responsibility for satisfying himself from the dimensions on the plan that the equipment can be sited in its desired position and that adequate access is available for the installation.

8. Acceptance of the Installation, Callout, Service and Repairs.

- 8.1 For Installations, the Customer shall be deemed to have accepted the Installation once the system has been handed over by the Company.
- 8.2 For Callouts and Repairs, the Customer shall be deemed to have accepted the callout or repair once the repair has been completed.
- 8.3 For preventative service visits, the Customer shall be deemed to have accepted the service visit once the service has been carried out for the Customer.
- 8.4 The Customer must notify the Company at the time of delivery/installation if the Customer has any issue with the installation, Repair, Callout, Service or Takeover.

9. Title and risk

- 9.1 Risk shall pass on delivery of the Goods to the Customer's address.
- 9.2 Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Company and shall not pass to the Customer until the amount due under the invoice for them (including interest and costs) has been paid in full.

- 9.3 The Company may for the purpose of recovery of the Company's Goods enter upon any premises where they are stored or where they are reasonably thought to be stored and may re-possess the Goods or equipment.
- 9.4 Until such time as title in any Goods passes to the Customer they will be stored on the Customer's premises separately from the Customer's own goods or those of any other person and in a manner which makes them readily identifiable as the Company's Goods.
- 9.5 The Company may at any time before title passes and without any liability to the Customer repossess and dismantle and use or sell all or any of the Goods and Services and by doing so terminate the Customer's right to use, sell or otherwise deal in them.
- 9.6 The Company may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Customer.

10. Carriage of Goods and Services

The Company reserves the right to charge for carriage when used. The Company will advise the customer of any such charges and also the amount if known at the time.

11. Maintenance

- 11.1 The Company will maintain the Goods in accordance with manufacturer's recommendations (this may vary due to duty cycle) for an initial period of 3 years from the date of installation. The Contract will then be automatically renewed for each following 12 month period.
- 11.2 Once the initial 3 year period has passed, the Contract may be terminated at any time by either party providing 3 months' notice in writing.
- 11.3 Failure to maintain the goods will invalidate any warranty claims and can affect the operational safety of the Goods.
- 11.4 The annual maintenance charge does not include charges for replacement parts or batteries which will be charged in addition to the annual charge.

12. Warranties and Liability

- 12.1 The Company warrants that the Goods and Services will at the time of supply/delivery, and or Installation correspond to the description given by the Company in the Order Contract. The warranty period of the Goods and Services/ Installation will be defined in the quotation supplied by The Company.
- 12.2 Takeovers. As The Company has no prior knowledge of your system, we do not know the condition of your system. The takeover service involves the removal and inspection of various parts within the system. Should the takeover service uncover faults, then the Company is not responsible for the cost of the repairs. Depending on the age and state of the system, inspecting these parts may disturb unsecured /perished wiring that may cause a system failure. The Company are not responsible for the cost of fixing these types of faults, and again will provide a quotation to repair. If the system cannot be repaired within the 1.5 hours allowed within the takeover service, then The Company will provide a quotation to remedy the faults found.

12.3 For Injury Damage or Loss

Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Customer for any loss or damage which will include costs, expenses, loss of profit and loss of opportunity suffered by the Customer in connection with the installation, use, functioning, or state of the Goods and Services or in connection with anything done by the Company its servants or agents at site.

12.4 For Defects

The Company shall make good free of charge or at the Customer's option replace Goods and Services installed by the Company which within 12 months of delivery are found to be defective by reason of faulty materials or workmanship provided that the Goods and Services since delivery have been used and maintained in accordance with the Company's information sheets, and any other instructions issued by the Company and that the Goods and Services have not been misused or in any way interfered with, and the Customer notifies the Company in writing within 14 days of discovery of the alleged defect giving details of the defect. This guarantee shall not extend to the component parts supplied but not manufactured by the Company. Such component parts shall have the benefit of the manufacturers guarantee but no additional obligation shall be placed on the Company in respect of such component parts. The guarantees in this clause shall not extend to Goods and Services supplied outside the United Kingdom.

12.5 For Delay in Delivery

The date quoted for delivery is given in good faith but the Company shall not be liable for any loss or damage of any kind whatsoever resulting from any delay in such delivery or completion. The Company shall only be liable for delivery if the Company has specifically guaranteed the date in writing for delivery and also if the Company has agreed a definable sum as liquidated damage in which case payment of such sum shall be in full settlement of the Company's liability for such delay. Any time for delivery and/or completion of the contract shall be extended by reasonable periods if delivery and/or completion of the contract is hindered or delayed by any reason not entirely within the Company's control including industrial disputes, employee sickness, whether at our premises or not and a shortage of materials or component parts caused otherwise than by the Company's fault.

12.6 For Failure to Meet Specification or Performance

If on delivery the Company's Goods or services are shown to be not in accordance with the specification or to be incapable of attaining any guaranteed standard or performance due solely to reasons for which the Company is responsible then the Company shall make good the deficiencies.

If after repeated attempts the Company fails to make good the deficiencies, the Customer may request that the Company meets to agree a settlement within the following parameters:

If the failure does not materially affect the use of the Goods or services for the purpose intended the Company shall be entitled to require the Customer to accept the Goods and Services or services as they are.

If the failure does materially affect the use of the Goods and Services but not to such an extent that it constitutes a contractual performance substantially different from that which was reasonably expected a reasonable reduction of the price will be agreed such reduction being based on what would have been a fair price for the Goods and Services or services if at the date of sale the performance or specification actually achieved had been substituted for the contractual performance or specification. If the failure does constitute a contractual performance substantially different from that which was reasonably expected either a reasonable reduction of the price will be agreed or the Customer may return the Goods and Services or reject the services and obtain a refund of the price actually paid.

The Customer's rights under this condition shall be its sole remedy for any failure to meet the specification or to attain any guaranteed standard of performance.

- 12.7 The Company shall not be liable for the costs of any work, repairs or replacement of equipment which results from fire, electrical power surge, storm, flood, accident, neglect, misuse or malicious damage.
- 12.8 These terms and conditions do not affect your rights under the Sale of Goods Act, the Supply of Goods and Services Act, the Unfair Contract Terms Act and the Consumer Contract Regulations 2013.

13. Termination

13.1 The Company may, by written Notice, terminate this Contract immediately and without liability for compensation or damages if:-

- (1) Any payment of any money payable by the Customer under this Contract is not paid on the due date.
- (2) The Customer fails to comply with any of his obligations under this Contract.
- (3) If the Customer dies, becomes bankrupt, has a Receiving Order made against him, makes any arrangement with his creditors generally or takes or suffers any similar action as a result of debt.

13.2 In the event of this Contract being terminated, any payments to be made by the Customer to the Company in respect of which Invoices have been issued but, which have not fallen due at the date of termination, shall become immediately due and owing and the Customer shall immediately pay to the Company any outstanding amounts owed.

14. General

14.1 The Company reserves a right to arrange for the whole or any part of the Contract to be performed by Sub Contractors.

14.2 The Company is the sole owner of all designs of copyright in all documents, drawings, artworks made or produced by the Company in preparing the quotation for the Customer and in the course of all work involved in this Contract.

14.3 If at any time, any one or more of the provisions of these conditions is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired.

14.4 If the Contract becomes impossible to perform in whole or in part or is delayed for more than 12 months by any reason whatsoever beyond the control of the Company, it may elect to rescind the Contract by giving notice in writing to the effect whereupon the Customer's liability to pay the contract price will determine.

14.5 Work will be carried out during normal opening hours. Work outside these hours can only be undertaken by agreement in advance with the Company. Overtime rates will apply. The Company does not provide for an out of hours call out facility unless agreed by prior arrangement.

14.6 This Contract is governed by the Laws of England and Wales and each party submits to the jurisdiction of the Courts of England and Wales.

14.7 Any Notice required or permitted to be given by either party shall be in writing addressed to the other party at its Registered Office or principle place of business or such other address as may at the relevant time have been notified to the party giving the Notice.

14.8 Any complaints in respect of either the Goods or Services provided by the Company should be put in writing and addressed to the Managing Director of the Company.