

UNITED AUTOMATION LIMITED

TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS

WHERE THE CUSTOMER IS A CONSUMER, THE CUSTOMER'S ATTENTION IS DRAWN TO THE FOLLOWING CLAUSES:

- Clause 2 (**Formation and Basis of Contract**);
- Clause 3 (**Goods**);
- Clause 4 (**Delivery of Goods**);
- Clause 7 (**Price, Charges and Payment**);
- Clause 11 (**Limitation of liability**);
- Clause 12 (**Termination**);
- Clause 13 (**Consequences of Termination**); and
- Clause 15 (**Consumer Cancellation Rights**).

These Terms set out the basis that United Automation will provide Goods to its Customers, and this introductory section is intended to provide United Automation's Customers with further information regarding those Goods.

Importantly, these Terms adopt the use of defined terms, which are used throughout these Terms and are as set out in clause 1, immediately below. When reviewing these Terms, the Customer ought to cross-reference any defined term (which will be capitalised, such as "Consumers" for example) with the relevant definition.

United Automation acknowledges that, in entering into the Contract, the Customer will be either a Consumer or a Business. In some areas of these Terms, the Customer will have differing rights and obligations depending on whether it is entering into the Contract as a Consumer or a Business. These Terms will clearly identify which clauses apply to only Businesses, and which clauses only apply to Consumers. Where no such indication is made, the relevant clause shall apply to both Businesses and Consumers. Various clauses also contain further explanatory content for the benefit of Consumers.

In the event that any Consumer has any queries regarding its legal status, which of these Terms apply to it or the implications of the Contract being formed, then it must raise the same prior to entering into the Contract.

1. DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation apply in these Terms.

1.1 Definitions:

Applicable Laws: primary and secondary legislation, retained EU law (as defined in section 6(7) of the European Union (Withdrawal) Act 2018), regulations, regulatory policies, guidelines or industry codes which apply from time-to-time.

Business: a person acting for purposes relating to that person's trade, business, craft or profession, whether acting personally or through another person acting in the trader's name or on the traders behalf.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Commencement Date: has the meaning given to it in clause 2.3.

Consumer: an individual or individuals acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession.

Contract: the contract between United Automation and the Customer for the supply of Goods in accordance with these Terms.

Customer: the person, firm or company who United Automation wishes to provide Goods as detailed in the Quotation, whether as a Business or Consumer.

DPA: the Data Protection Act 2018.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR (as defined in section 3(10) (and as supplemented by section 205(4)) of the DPA; the DPA; the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

Delivery Location: the location set out in the Order or such other location as the parties may agree in writing.

Document: includes, without limitation, in addition to any document in writing, Order or Goods Specification, any data, manual, drawing, map, plan, diagram, design, picture or other image, computer programme, video, tape, disk or other device or record embodying information in any form.

Force Majeure Event: events, circumstances or causes beyond its reasonable control including but not limited to, Acts of God, flood, drought, earthquake or other natural disaster, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo or breaking off of diplomatic relations, nuclear, chemical, biological contamination or sonic boom, epidemic or pandemic, any law or any action taken by a Government or a public authority including without limitation imposing an export or import restriction, quota or prohibition, and the collapse of buildings, fire, explosion or accident and in the case of United Automation a failure of its suppliers or subcontractors.

Goods: the electronic power controllers and other related goods (or any part of them) set out in the Order.

Goods Specification: any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Customer and the United Automation.

Intellectual Property Rights: all patents, utility models, rights to inventions, copyright and related rights, trade marks, service marks, business names and domain names, rights in get-up or trade dress, goodwill and the right to sue for passing off, 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.

Loss: actions, awards, charges, claims, compensation, costs, damages, demands, expenses, fees, fines, interest, liabilities, losses, penalties, proceedings and settlements, and the term “**Losses**” shall be construed accordingly.

Order: the Customer's order for the supply of Goods, as set out in the Customer's purchase order form.

Order Acknowledgement: an order acknowledgement document, or other written acceptance sent by United Automation to the Customer, agreeing to fulfil an order.

Quotation: the documents issued by United Automation which details the Goods to be supplied to the Customer including the price, and any Goods Specification.

Terms: these Terms and Conditions, as amended from time to time in accordance with clause 16.8.

United Automation: United Automation Limited, a company registered in England and Wales. Our company registration number is 02714552 and our registered office is at Southport Business Park, Wight Moss Way, Southport, Merseyside PR8 4HQ. Our registered VAT number is GB582241645.

United Automation's Website: any website used by United Automation for describing and displaying the Goods for sale, including but not limited to www.united-automation.com.

VAT: value added tax.

1.2 Interpretation:

- 1.2.1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.2 A reference to a party includes its personal representatives, successors and permitted assigns.
- 1.2.3 A reference to legislation or a legislative provision is:
 - 1.2.3.1 a reference to it as amended or re-enacted; and
 - 1.2.3.2 includes all subordinate legislation made under that legislation or legislative provision.
- 1.2.4 Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- 1.2.5 A reference to **writing** or **written** excludes fax but not email.

2. FORMATION AND BASIS OF CONTRACT: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 2.1 These Terms apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Customer to purchase Goods in accordance with these Terms. The Customer is responsible for ensuring that the terms of the Quotation, the Order, and the Goods Specification are true, complete and accurate, and by raising an Order warrants that this is the case in every respect.
- 2.3 United Automation may reject the Order at its absolute discretion and for any reason whatsoever. The Order shall only be deemed to be accepted when United Automation issues an Order Acknowledgement, at which point and on which date the Contract shall come into existence ('Commencement Date').
- 2.4 Any samples, drawings, descriptive matter or advertising issued by United Automation, whether online or otherwise, and any descriptions of the Goods or illustrations contained in United Automation's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract nor have any contractual force and this Contract is not in whole or part a sale by sample.
- 2.5 Any Quotation given by United Automation shall not constitute an offer, and is only valid for a period of 30 calendar days from its date of issue.

3. GOODS: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 3.1 The Goods are described in United Automation's catalogue(s) or on United Automation's Website as modified by any applicable Goods Specification.
- 3.2 To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by the Customer, the Customer shall indemnify United Automation against all 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 professional costs and expenses) suffered or incurred by United Automation arising out of or in connection with any claim made against United Automation for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with United Automation's use of the Goods Specification. This clause 3.2 shall survive termination of the Contract.
- 3.3 United Automation reserves the right to amend the Goods Specification if required by any Applicable Laws, and United Automation shall notify the Customer in any such event.

4. DELIVERY OF GOODS: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 4.1 United Automation shall deliver the Goods to the address provided in the Order, or such other reasonable address as the Customer may notify United Automation of from time to time.
- 4.2 United Automation shall ensure that:
 - 4.2.1 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - 4.2.2 it states clearly on the delivery note any requirement for the Customer to return any packaging material to United Automation. The Customer shall make any such packaging materials available for collection at such times as United Automation shall

reasonably request. Returns of packaging materials shall be at United Automation's expense.

IF YOU ARE A CONSUMER

- 4.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 4.4 The Order Acknowledgement will contain a delivery date for the Goods. Occasionally, deliveries may be affected by a Force Majeure Event – see clause 14 for United Automation's responsibility if this happens.
- 4.5 If United Automation fails to deliver any of the Goods by the delivery date quoted, the Customer may cancel the Order straight away if:
 - 4.5.1 the Customer advised United Automation before it accepted the Order that delivery of the Goods was essential by a delivery deadline; or
 - 4.5.2 United Automation has refused to deliver the Goods.
- 4.6 If the Customer does not wish to cancel the Order in accordance with clause 4.5, the Consumer can give United Automation a new deadline for delivery which must be reasonable and on a Business Day, after which the Consumer may cancel the Order if United Automation does not meet the new deadline date.
- 4.7 If the Customer cancels the Order for late delivery under clause 4.5, then if the Goods have been delivered to the Customer, the Customer must allow United Automation to collect them. Where the Order is cancelled in accordance with this clause 4.7:
 - 4.7.1 United Automation will pay the costs of the collection of the Goods; and
 - 4.7.2 United Automation will refund any sums the Customer has paid to United Automation for the cancelled Goods and their delivery.

IF YOU ARE A BUSINESS

- 4.8 Unless otherwise agreed, Delivery of the Goods shall be completed on the basis of:
 - 4.8.1 FCA (Delivery Location) (Free Carrier Incoterms 2020) where the final destination for the goods is in the United Kingdom; and
 - 4.8.2 DAP (Delivery Location) (Delivered at Place Incoterms 2020) where the final destination for the Goods is outside of the United Kingdom.
- 4.9 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. United Automation shall not be liable for:
 - 4.9.1 any delay in delivery of the Goods that is caused by a Force Majeure Event; or
 - 4.9.2 the Customer's failure to provide United Automation with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.10 If the Customer fails to accept delivery of the Goods within three Business Days of United Automation notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by United Automation's failure to comply with its obligations under the Contract in respect of the Goods:
 - 4.10.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which United Automation notified the Customer that the Goods were ready; and
 - 4.10.2 United Automation shall store the Goods until actual delivery takes place and charge the Customer for all related costs and expenses (including insurance).

- 4.11 If for any reason the Customer does not accept delivery of any of the Goods or United Automation is unable to deliver due to breach by the Customer of the Contract, then:
- 4.11.1 the Customer shall be liable to United Automation for any loss incurred by United Automation in attempting delivery; and
- 4.11.2 United Automation may invoice the Customer on the date the Goods were notified as ready for delivery.
- 4.12 If, 10 Business Days after the day on which United Automation notified the Customer that the Goods were ready for delivery, the Customer has not accepted actual delivery of them, United Automation may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 4.13 United Automation may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 4.14 If United Automation delivers up to and including 5% more or less than the quantity of Goods ordered the Customer may not reject them, but on receipt of notice from the Customer that the wrong quantity of Goods was delivered, United Automation shall make a pro rata adjustment to the invoice for the Goods.
- 4.15 Where the Goods are delivered in instalments and the Customer has received the Delivery of any part of the quantity of Goods ordered, United Automation reserves the right to deliver the remainder of the Goods after the expiry of a period of time agreed between the parties. In the event that no such period of time is agreed between the parties, United Automation may, at its absolute discretion, ship the remainder of the Goods after a period of 12 months from the Commencement Date.

5. QUALITY OF GOODS

- 5.1 United Automation warrants that on delivery, the Goods shall conform in all material respects with their description and any applicable Goods Specification (as amended under clause 3.3, if applicable).
- 5.2 If for any reason beyond United Automation's control (including but not limited to the occurrence of a Force Majeure Event), it is unable to supply particular Goods, United Automation will notify the Customer of such. United Automation will use reasonable endeavours to replace it with an item of equivalent standard and value.

IF YOU ARE A BUSINESS

- 5.3 United Automation gives no warranty that the Goods will be of satisfactory quality or fit for any particular purpose (within the meaning of the Sale of Goods Act 1979) unless United Automation has first been advised in writing of all the relevant factors relating to the purpose and United Automation has confirmed in writing (signed by a Director) that the Goods will be suitable for that purpose.
- 5.4 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 5.5 Subject to clause 5.7, United Automation shall, at its option, repair or replace the defective Goods, or refund the element of the Price actually paid by the Customer for any Goods which fail to comply with the warranty in clause 5.1 (or if applicable clause 5.4), but only if:

- 5.5.1 the Customer gives notice in writing to United Automation within 3 Working Days of collection or delivery of the Goods to the Delivery Location that all of the Goods do not comply with the warranty set out in clause 5.1;
 - 5.5.2 United Automation is given a reasonable opportunity of examining such Goods; and
 - 5.5.3 the Customer (if asked to do so by United Automation) returns such Goods to United Automation's place of business at United Automation's cost or permits United Automation to collect such Goods.
- 5.6 United Automation shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 (or if applicable clause 5.4) if:
 - 5.6.1 the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.4;
 - 5.6.2 the defect arises because the Customer failed to follow United Automation's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;
 - 5.6.3 the defect arises as a result of United Automation following any drawing, design or specification supplied by the Customer;
 - 5.6.4 the Customer alters or repairs such Goods without the written consent of United Automation;
 - 5.6.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
 - 5.6.6 the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 5.7 Except as provided in this clause 6, United Automation shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1 (or if applicable clause 5.4). The obligations of United Automation under clause 5.1 shall for the avoidance of doubt not oblige United Automation to make good any other loss or damage which may have been suffered or incurred by the Customer as a result of United Automation's failing to have supplied the Goods in accordance with clause 5.1.
- 5.8 These Terms shall apply to any repaired or replacement Goods supplied by United Automation.

6. TITLE AND RISK

- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 6.2 Title to the Goods shall only pass to the Customer once United Automation receives payment in full (in cash or cleared funds) for the Goods and any other goods that United Automation has supplied to the Customer in respect of which payment has become due.

IF YOU ARE A BUSINESS

- 6.3 Until title to the Goods has passed to the Customer, the Customer shall:
 - 6.3.1 hold the Goods as a bailee for United Automation;
 - 6.3.2 store the Goods at no cost to United Automation held by the Customer so that they remain readily identifiable as United Automation's property and in satisfactory condition;
 - 6.3.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods which identifies them as being the property of United Automation;

- 6.3.4 keep the Goods insured against all risks for their full price on United Automation's behalf from the date of delivery;
 - 6.3.5 notify United Automation immediately if it becomes subject to any of the events listed in clause 12.3.2 to clause 12.3.4;
 - 6.3.6 give United Automation such information as United Automation may reasonably require from time to time relating to:
 - 6.3.6.1 the Goods; and
 - 6.3.6.2 the ongoing financial position of the Customer; and
 - 6.3.7 give United Automation or its authorised representative access to the place where the Goods are located.
- 6.4 At any time before title to the Goods passes to the Customer, United Automation may:
- 6.4.1 require the Customer to deliver up all Goods in its possession; and
 - 6.4.2 if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
- 6.5 On termination of the Contract, howsoever caused, United Automation's (but not the Customer's) rights contained in this clause 6 shall remain in effect.
- 7. PRICE, CHARGES AND PAYMENT: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**
- 7.1 Unless otherwise expressly stated that the Goods are to be collected by the Customer, the price for the Goods shall include the cost of delivery and packaging and:
- 7.1.1 shall be the price set out in the Proposal or, if no price is quoted, the price set out in United Automation's published price list as at the date of delivery; and
 - 7.1.2 where the Goods are delivered in instalments, the price for the Goods together with the charges calculated as payable for the Goods provided in accordance with the term specified in the Proposal.
- 7.2 Except where clause 14 applies, the Customer shall pay each invoice submitted by United Automation:
- 7.2.1 within 14 days of the date of the invoice or in accordance with any other credit terms agreed by United Automation as set out in the Quotation and confirmed by United Automation in writing; and
 - 7.2.2 in full and cleared funds to a bank account nominated in writing by United Automation, and
- time for payment shall be of the essence of the Contract.
- 7.3 Receipt for payment will only be issued by United Automation at the Customer's written request.
- IF YOU ARE A CONSUMER**
- 7.4 If the rate of VAT changes between the Customer's order date and the date the Goods are supplied, United Automation will adjust the rate of VAT that the Customer pays, unless the Customer has already paid for the Goods in full before the change in the rate of VAT takes effect.
- 7.5 Where the price of the Goods is incorrect:
- 7.5.1 if the correct price is less than the price stated, the Customer will be charged the lower amount; or

- 7.5.2 if the correct price is higher than the price stated, United Automation will contact the Customer for instructions before accepting the Order.
- 7.6 Without prejudice to clause 7.5, where a pricing error is obvious and unmistakable and could reasonably be recognised as mispricing, United Automation may end the Contract, refund any sums paid and require the return of any Goods delivered to the Customer.
- 7.7 If the Customer thinks that an invoice is wrong, the Customer must promptly notify United Automation. The Customer will not have to pay any interest until the dispute is resolved. Once the dispute is resolved United Automation will charge interest on the correctly invoiced sums from the original due date.
- 7.8 If the Customer fails to make a payment due to United Automation under the Contract by the due date, then, without limiting United Automation's remedies under clause 12 (Termination), the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 7.8 will be calculated at the base rate of the Bank of England plus 2% per annum.

IF YOU ARE A BUSINESS

- 7.9 United Automation reserves the right to:
- 7.9.1 increase the price of the Goods by giving not less than 5 Business Days' notice to the Customer at any time before delivery of the Goods takes place, to reflect any increase in the cost of the Goods to United Automation that is due to:
 - 7.9.1.1 any factor beyond the control of United Automation (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - 7.9.1.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
 - 7.9.1.3 any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give United Automation adequate or accurate information or instructions in respect of the Goods.
- 7.10 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of VAT chargeable from time to time. Where any taxable supply for VAT purposes is made under the Contract by United Automation to the Customer, the Customer shall, on receipt of a valid VAT invoice from United Automation, pay to United Automation such additional amounts in respect of VAT as are chargeable on the supply of the Goods at the same time as payment is due for the Goods.
- 7.11 If the Customer fails to make a payment due to United Automation under the Contract by the due date, then, without limiting United Automation's remedies under clause 12, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 7.11 will accrue each day at a rate calculated as the base rate of the Bank of England plus 8% per annum.
- 7.12 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 8. INTELLECTUAL PROPERTY RIGHTS**
- 8.1 All Intellectual Property Rights in or arising out of or in connection with the Goods (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by United Automation, or where applicable the third party licensor for whom the Customer derives the right to use them.

- 8.2 United Automation grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free, revocable licence during the term of the Contract for the purpose of receiving and using the Goods.
- 8.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted by clause 8.2.
- 8.4 The Customer grants United Automation a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to United Automation for the term of the Contract for the purpose of providing the Goods to the Customer.

9. DATA PROTECTION

- 9.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 9 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 9.2 Without prejudice to the generality of clause 9.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to United Automation and/or lawful collection of the Personal Data by United Automation on behalf of the Customer for the duration and purposes of the Contract.
- 9.3 Any Customer's Personal Data will be processed in accordance with our Privacy Policy, which is available at [Privacy Policy – United Automation Ltd \(united-automation.com\)](https://www.united-automation.com/privacy-policy)

10. CONFIDENTIALITY

- 10.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted in clause 10.2.
- 10.2 Each party may disclose to the other party's confidential information:
- 10.2.1 to its employees, officers, representatives, contractors or subcontracts or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 10; and
 - 10.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 10.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.
- 10.4 This clause 10 shall survive the termination of the Contract.

11. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 11.1 The restrictions on liability in this clause 11 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 11.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- 11.2.1 death or personal injury caused by negligence;
 - 11.2.2 fraud or fraudulent misrepresentation; and
 - 11.2.3 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).

IF YOU ARE A CONSUMER

- 11.3 As a Consumer, United Automation will be responsible for foreseeable loss or damage that the Customer suffers as a foreseeable result of us breaking this Contract, failing to use reasonable care and skill, or providing materials which are faulty or not as described. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both United Automation and the Customer knew it might happen, for example, if the Customer discusses that problem with United Automation during the sales process.
- 11.4 United Automation does not attempt to limit or exclude its liability under these Terms or the Contract for any breach of the Consumer Rights Act 2015 (including United Automation's legal obligation to supply Goods that are of satisfactory quality, to supply Goods that are fit for their particular purpose (so far as United Automation is made aware of that purpose prior to the Order being placed) or to supply Goods that match their description).
- 11.5 United Automation shall only supply the Goods for domestic and private use. If the Customer uses the Goods for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 11.6 below.

IF YOU ARE A BUSINESS

- 11.6 The restrictions on liability referred to in this clause 11.6 shall apply, whether the Losses arose in contract, tort (including negligence), breach of statutory duty or otherwise and whether or not the Losses were foreseeable or in the contemplation of the parties.
- 11.7 Subject to clause 11.2, United Automation shall under no circumstances whatsoever be liable to the Customer for any:
- 11.7.1 loss of profits;
 - 11.7.2 loss of sales or business;
 - 11.7.3 loss of agreements or contracts;
 - 11.7.4 loss of anticipated savings;
 - 11.7.5 loss of use or corruption of software, data or information;
 - 11.7.6 loss of or damage to goodwill; and
 - 11.7.7 indirect or consequential Loss,
- that arises under, in connection with or otherwise arising out of the Contract.
- 11.8 United Automation's total liability to the Customer in respect of all other Losses arising under or in connection with the Contract shall in no circumstances exceed the aggregate sum of the total price paid by the Customer.
- 11.9 The Customer shall indemnify, keep indemnified and hold harmless United Automation in full from and against any and all Losses suffered or incurred by United Automation or arising out of or in connection with the acts or omissions (including any breach of or delay in complying with the obligations imposed by this Contract) by the Customer and any third party acting for it or on its behalf whether in contract, tort (including negligence), breach of statutory duty or otherwise.
- 11.10 This clause 11 shall survive termination of the Contract.

12. **TERMINATION: *THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE***

IF YOU ARE A CONSUMER

- 12.1 United Automation may end the Contract for any Goods and claim any compensation if the Customer fails to:
- 12.1.1 make any payment when it is due, and failing to make payment within 7 days of being reminded that payment is due;
 - 12.1.2 within a reasonable time, provide information, cooperation or access required to provide the Goods; and
 - 12.1.3 within a reasonable time, allow United Automation to deliver the Goods (or make them available for collection).
- 12.2 Where the Customer is a Consumer it may exercise its right to cancel the Contract in accordance with clause 15 or its rights under the Consumer Rights Act 2015.

IF YOU ARE A BUSINESS

- 12.3 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 12.3.1 the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so;
 - 12.3.2 the other party enters into an IVA or is made bankrupt, takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - 12.3.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 12.3.4 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 12.4 Without affecting any other right or remedy available to it, United Automation may terminate the Contract with immediate effect by giving written notice to the Customer if:
- 12.4.1 the Customer fails to pay any amount due under the Contract on the due date for payment; or
 - 12.4.2 where the Customer is a Business, there is a change of Control of the Customer, whereby Control has the meaning given in section 1124 of the Corporation Tax Act 2010.
- 12.5 Without affecting any other right or remedy available to it, United Automation may suspend the delivery of Goods or all further deliveries of Goods under the Contract or any other contract between the Customer and United Automation if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 12.3.2 to clause 12.3.4, or United Automation reasonably believes that the Customer is about to become subject to any of them.

13. CONSEQUENCES OF TERMINATION: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 13.1 On termination of the Contract:
- 13.1.1 the Customer shall immediately pay to United Automation all of United Automation's outstanding unpaid invoices and interest and, in respect of Goods delivered but for

which no invoice has been submitted, United Automation shall submit an invoice, which shall be payable by the Customer immediately on receipt; and

13.1.2 the Customer shall return all of United Automation's Documents and any Goods which have not been fully paid for. If the Customer fails to do so, then United Automation may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

13.2 Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

13.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

14. FORCE MAJEURE

14.1 Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event.

14.2 United Automation shall use all reasonable endeavours to mitigate the effect of a Force Majeure Event on the performance of its obligations.

IF YOU ARE A CONSUMER

14.3 The Customer may cancel the Contract if a Force Majeure Event takes place and the Customer no longer wishes United Automation to supply the Goods. Please refer to your cancellation rights under clause 15.

IF YOU ARE A BUSINESS

14.4 If a Force Majeure Event prevents, hinders or delays United Automation's performance of its obligations for more than 60 Business Days, the Customer may terminate the Contract by giving written notice to United Automation.

15. CONSUMER CANCELLATION RIGHTS: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

THIS CLAUSE 15 OUTLINES CONSUMER'S RIGHTS TO CANCEL AN ORDER FOR GOODS. THIS CLAUSE IS NOT APPLICABLE IF YOU ARE A BUSINESS.

15.1 Except where clause 15.3 applies, the Customer (being a Consumer) shall be entitled to change its mind and cancel the Contract under the Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013 (the "**Regulations**"), during the cancellation period referred to in clause 15.2.

15.2 The cancellation period under the Regulations are as follows:

15.2.1 where Goods are provided, the Customer can exercise its right to cancel within 14 days of delivery of the Goods to the Customer;

15.2.2 where the Contract involves the sale of multiple Goods or where Goods are delivered in instalments, the Customer can exercise its right to cancel within 14 days of delivery of the final instalment of the Goods.

15.3 The Customer's right to receive a refund for any Goods delivered shall cease where those Goods have been manufactured on a bespoke basis or have provided in accordance with the Customer's Specification.

- 15.4 Where the Customer exercises its rights to cancel, subject to clause 12 (Termination) and clause 13.1 (Consequences of Termination), such cancellation ends the obligations of the parties under the Contract, save for where they expressed to survive termination.
- 15.5 Except where clause 15.3 applies, the Customer may exercise its rights to change its mind by completing and returning the Model Cancellation Form contained in the Schedule to these Terms or otherwise by making a clear statement to the Company.
- 15.6 Where the Customer exercises their rights under clause 15.1, then the Customer must return the Goods to United Automation. After the Customer has cancelled the Order, United Automation will refund any sums the Customer has paid to the Company, less any costs associated with the delivery or collection of the Goods.
- 15.7 If the Customer handles or stores the Goods in a way which would not be acceptable, United Automation reserves the rights to reduce any refund (including to compensate for reduced value in the Goods). For example:
- 15.7.1 if the Goods are returned in a condition which is not 'as new';
 - 15.7.2 the Goods or packaging is damaged; or
 - 15.7.3 items or parts of the Goods are missing.
- In some cases because of the way the Customer has treated or mis-used the Goods, no refund may be due.
- 15.8 Subject to clause 15.7, United Automation will refund the Customer within 14 days of the Customer changing its mind. Any refunds will be made to the method used by the Customer to make payment.

16. GENERAL

16.1 Assignment and other dealings

IF YOU ARE A CONSUMER

- 16.1.1 United Automation may transfer this Contract to a third party responsible for supplying the Goods. United Automation shall inform the Customer in writing if this happens, and will ensure that the Consumers rights under the Contract are not affected.
- 16.1.2 United Automation will contact the Consumer if it intends to transfer the Contract to a third party. The Customer may contact United Automation's customer service team at orders@united-automation.com if it is unhappy with the transfer and wishes to terminate the Contract.
- 16.1.3 The Customer must not transfer its rights or obligations under this Contract without prior consent from United Automation.

IF YOU ARE A BUSINESS

- 16.1.4 United Automation may at any time:
- 16.1.4.1 assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract; and
 - 16.1.4.2 sub-contract the performance of any and all of the supply of Goods at its sole discretion.
- 16.1.5 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of United Automation.

16.2 Notices

- 16.2.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
- 16.2.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - 16.2.1.2 sent by email to the following addresses (or an address substituted in writing by the party to be served):
 - (a) United Automation: enquiries@united-automation.com;
 - (b) the Customer: such email address as notified by the Customer to United Automation in accordance with this clause 16.
- 16.2.2 Any notice shall be deemed to have been received:
- 16.2.2.1 if delivered by hand, at the time the notice is left at the address referred to in 16.2.1;
 - 16.2.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - 16.2.2.3 if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
- 16.2.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

16.3 Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this clause 16.3 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.

16.4 Waiver

- 16.4.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 16.4.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

16.5 No partnership or agency

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

16.6 Entire agreement

- 16.6.1 The Contract constitutes the entire agreement between the parties.
- 16.6.2 Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no

claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in the Contract.

16.7 Third party rights.

16.7.1 The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

16.7.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

16.8 Variation

Except as set out in these Terms, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

16.9 Governing law & Jurisdiction

IF YOU ARE A CONSUMER

16.9.1 These Terms and Conditions are governed by English law. Either party may bring a claim in the English courts. If the Customer resides in Wales, Scotland or Northern Ireland, either party may also bring claims against the other in the country the Customer resides in.

IF YOU ARE A BUSINESS

16.9.2 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.

16.9.3 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.

Schedule 1 - Model Cancellation Form

(Complete and return this form only if you wish to withdraw from this Contract)

To: United Automation Limited, a company registered in England and Wales. Our company registration number is 02714552 and our registered office is at Southport Business Park, Wight Moss Way, Southport, Merseyside PR8 4HQ.

I hereby give notice that I cancel my Contract for the supply of Goods, entered into in accordance with clause 2 of the Contract.

Name of Customer:

Order Number:

Ordered On:

Address of Customer:

Signed:

Date: