

# UPTIME SYSTEMS LTD

## TERMS AND CONDITIONS

### Revision 1.3 – March 2025

#### 1. Application of Terms and Conditions

1.1 The Supplier shall supply, and the Customer shall purchase, the Goods and Services in accordance with:

- Its Quotation, or
- If there is no Quotation, in the Supplier's Order Acknowledgement, which shall be subject to these Terms and Conditions.

1.2 The Contract shall be to the exclusion of any other terms and conditions subject to which any such quotation is:

- Accepted or purported to be accepted, or
- Any such order is made or purported to be made by the Customer.

#### 2. Definitions and Interpretation

2.1 In these Terms and Conditions:

- **"Supplier"** means **Uptime Systems Ltd (Company No. 10331420)**, located at **Unit 21, Chartmoor Road, Leighton Buzzard, LU7 4WG**, including its employees and agents.
- **"Customer"** means the person accepting the Supplier's quotation or order acknowledgement.
- **"Contract Price"** means the price stated in the Contract payable for the Goods and Services.
- **"Goods"** means the goods (including any parts or instalments) supplied by the Supplier under these Terms and Conditions.
- **"Services"** means the services provided to the Customer as set out in the Quotation or Supplier's Order Acknowledgement.
- **"VAT"** means value-added tax under UK law. Uptime Systems Ltd's VAT number is **GB251233933**.

#### 3. Basis of Sale and Service

3.1 The Supplier's employees or agents are not authorized to make any representations concerning the Goods and/or Services unless confirmed in writing.

3.2 No variation to these Terms and Conditions shall be binding unless agreed in writing.

#### 4. The Goods and Services

4.1 No order is deemed accepted unless confirmed in writing by the Supplier.

4.2 The specification for the Goods shall be as set out in the Supplier's sales documentation

unless varied in writing.

4.3 The Supplier reserves the right to make changes to specifications to conform to safety or legal requirements.

4.4 No order may be cancelled by the Customer except with the Supplier's written agreement, and the Customer must indemnify the Supplier against all losses.

## **5. Price and VAT**

5.1 The price shall be as listed in the Supplier's Quotation or Order Acknowledgement.

5.2 All prices are exclusive of VAT, which shall be added at the applicable rate.

5.3 The Supplier reserves the right to adjust prices due to increases in costs beyond its control (e.g., raw material costs, currency fluctuations).

## **6. Payment Terms and Late Payment Charges**

6.1 Payment is due within **7 days** of the Supplier's invoice unless alternative credit terms have been agreed in writing.

6.2 If the Customer fails to make payment on the due date, the Supplier reserves the right to:

- Suspend any further deliveries or services.
- Charge interest on the overdue amount at **8% per annum above the Bank of England base rate**, under the Late Payment of Commercial Debts (Interest) Act 1998.
- Recover all legal and administrative costs incurred in collecting the overdue amount.

## **7. Delivery and Risk**

7.1 Delivery shall be made to the location specified in the Quotation or Order Acknowledgement.

7.2 Risk in the Goods passes to the Customer upon delivery.

7.3 If the Customer fails to take delivery, the Supplier may store the Goods at the Customer's expense.

## **8. Retention of Title**

8.1 Title to the Goods does not pass to the Customer until full payment is received.

8.2 The Supplier reserves the right to **enter the Customer's premises** and recover unpaid Goods at any time.

8.3 If Goods are resold before full payment, the Customer must hold the proceeds of sale in trust for the Supplier.

## **9. Warranties and Liability**

9.1 The Supplier warrants that the Goods and Services will conform in all material respects to the agreed specifications.

9.2 If defects arise within **12 months**, the Supplier will, at its discretion, repair or replace defective Goods or refund the Contract Price.

9.3 The Supplier's liability for any claim shall not exceed the total value of the order placed by the Customer.

9.4 The Supplier shall not be liable for indirect, consequential, or economic losses.

## **10. Confidentiality and Data Protection**

10.1 Each Party shall keep confidential all Confidential Information disclosed by the other Party.

10.2 The Supplier will process any Customer personal data in compliance with UK **GDPR** regulations.

## **11. Termination**

11.1 The Supplier may terminate the Contract if the Customer:

- Repeatedly fails to make payments when due.
- Enters liquidation, administration, or becomes insolvent.
- Breaches any other material term of this agreement.

## **12. Force Majeure**

12.1 The Supplier shall not be liable for delays caused by events beyond its control (e.g., natural disasters, industrial action, supplier failures).

## **13. Governing Law and Jurisdiction**

13.1 These Terms and Conditions are governed by **English and Welsh law**.

13.2 Any disputes shall be subject to the **exclusive jurisdiction of the courts of England and Wales**.

## **14. Export Controls and Sanctions**

14.1 The Customer shall not export, re-export, transfer, or sell the Goods, directly or indirectly, to any country, entity, or individual subject to sanctions imposed by the United Kingdom, the United States, or the European Union.

14.2 The Customer shall be solely responsible for ensuring compliance with all applicable export control laws and regulations.

14.3 Uptime Systems Ltd shall not be liable for any loss, penalty, or legal consequence arising from the Customer's failure to comply with such laws. The Customer shall indemnify and hold Uptime Systems Ltd harmless from any claims, damages, or costs resulting from any such violation.

14.4 The Parties acknowledge and agree that the Goods and Services supplied under this Contract do not fall within any of the 17 sensitive sectors as defined under the National Security and Investment Act 2021 (NSIA). Uptime Systems Ltd does not operate in, and this Contract does not relate to, any activities that would require mandatory notification under NSIA.

## **LIMITED WARRANTY SCHEDULE**

(a) **Who is covered:** The original Customer.

(b) **Warranty period: 12 months** from the invoice date.

(c) **What is not covered:** Damage from misuse, improper maintenance, or unauthorized modifications.

(d) **What we will do:** Repair or replace defective Goods, or refund the purchase price.

(e) **What we will not do:** Pay shipping, insurance, or transportation charges.

(f) **How to claim:** Contact the Supplier with details of the defect, supported by photos where relevant.