



360automation Limited

Terms and Conditions

1. Definitions

- 1.1. "Company" means 360automation Limited, or any agents or employees of the Company.
- 1.2. "Customer" means any person purchasing Products and Services from the Company, or any person acting on behalf of and with the authority of the Customer.
- 1.3. "Products" means all goods and products provided by the Company to the Customer.
- 1.4. "Services" means all services and advice provided by the Company to the Customer and includes without limitation all charges for labour, hire charges, disbursements, insurance charges or any fee or charge associated with the supply of services by the Company.

2. Estimates and Quotations

- 2.1. Unless otherwise stated in writing, an estimate provided by the Company is not a quotation.
- 2.2. Quotations issued by the Company are valid for thirty days from the date of issue.
- 2.3. Unless otherwise stated Goods and Service Tax is not included in any quotations issued by the Company and will be payable in addition to the amount quoted.

3. Acceptance

- 3.1. Any instructions (whether written or verbal) received by the Company from the Customer for the supply of Products and Services shall constitute acceptance of these terms and conditions.
- 3.2. These terms and conditions will prevail over any other contracts or arrangements, whether written or verbal, including the Customer's usual terms of trade.
- 3.3. Any amendments to these terms and conditions must be agreed by the Company in writing.

4. Payment

- 4.1. Payment must be made in full within 7 days following the date of invoice.
- 4.2. In accepting any payment from the customer, the Company will not be bound by any condition or qualifications of terms that the Customer attaches to such payments. Any payments expressed to be in full and final settlement will only be accepted by the Company as such if the Company communicates its specific acceptance in writing to the Customer of those terms, otherwise any payment will only be accepted as part payment of the total debt owing to the Company.
- 4.3. Without prejudice to any other rights of action the Company may have for late payment by the customer, the Company may charge interest on a daily basis to the customer at a rate of 2.5% per month on overdue amounts, until the overdue amounts are paid. Interest will accrue after, as well as before, any judgement that the Company may obtain against the customer. The customer will also be liable to pay all of the Company's expenses (including all reasonable debt collection and solicitors' costs) incurred in attempting to obtain or obtaining a remedy for the customer's failure to comply with these terms and conditions.

5. Title

- 5.1. Title, or ownership, of any Products supplied and/or installed by the Company remains with the Company until payment in full has been received by the Company, however risk and responsibility for the Products (including insurance responsibility) passes to the Customer immediately on receipt / installation of the Products.
- 5.2. If the Products are attached, fixed or incorporated into any property of the Customer, title to the Products shall remain with the Company and where the Products are affixed to a constituent of other property, title to the new Products shall be deemed to be transferred to the Company.
- 5.3. The Customer grants the Company a security interest in the Products to secure payment.
- 5.4. The Customer must give the Company all information and assistance that the Company needs to protect its rights.

6. Construction Contracts Act 2002 ("CCA")

- 6.1. The Company acknowledges that the obligations and benefits of the CCA shall apply in respect of any provision of Products and Services deemed construction work. Construction work shall have the same meaning as in the CCA.
- 6.2. The Company shall be entitled to exercise any or all powers available to it under the CCA including (without limitation), suspension of work and adjudication.

7. Limitation of Liability

- 7.1. Except as expressly provided in these terms and conditions, all warranties, undertakings, inducements or representations whether express, implied, statutory or otherwise relating in any way to the Products or Services are, to the maximum extent permitted by law, expressly excluded.
- 7.2. Nothing in these terms and conditions limits any rights the Customer has under the Consumer Guarantees Act 1993 ("Act") and these Terms must be read subject to those rights.
- 7.3. Where these terms and conditions would otherwise be subject to the Act and the Customer is acquiring the Goods and/or Services supplied by the Company for business purposes, the Customer agrees that the Act will not apply.
- 7.4. Except where applicable law expressly requires otherwise, the Company is not liable in any event for any special, indirect or consequential damage, loss or injury of any kind, or for any loss of business, profit, data or anticipated savings, suffered by the Customer or any other person.
- 7.5. Insofar as the Company may be liable, the maximum liability of the Company, whether in contract, tort (including negligence), equity, under statute or otherwise for any loss, damage or injury arising directly or indirectly from any breach of the Company's obligations under these terms and conditions is, except where applicable law expressly requires otherwise, limited, at the option of the Company, to any one or more of the following:
 - 7.5.1. If the breach relates to Products:
 - 7.5.1.1. The replacement of the Products or the supply of equivalent products;
 - 7.5.1.2. The repair of such Products;
 - 7.5.1.3. The payment of the cost of replacing the Products or equivalent products; or
 - 7.5.1.4. The payment of the cost of having the Products repaired; and
 - 7.5.2. If the breach relates to Services:
 - 7.5.2.1. The supplying of the Services again; or
 - 7.5.2.2. The payment of the cost of having the Services supplied again.

8. Collection and Provision of Information

- 8.1. The Company will collect information relating to the Customer such as the name and contact details of the Customer for the purposes of providing the Products or Services.
- 8.2. The Customer authorises the Company to collect, retain and use any information about the Customer, for the purposes of assessing the Customer's creditworthiness, and for enforcing any rights under these terms and conditions.
- 8.3. The Customer authorises the Company to disclose any information obtained to any person for the purposes set out in clause 8.3.

9. Miscellaneous

- 9.1. The Company shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.
- 9.2. Failure by the Company to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations the Company has under these terms and conditions.
- 9.3. If any of these terms and conditions are found to be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 9.4. The Company reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which the Company notifies the Customer of such change.