

Metric Group Ltd. Terms and Conditions of Sale

1. GENERAL

1.1 The acceptance of the Seller's quotation or the Purchaser's acceptance of any written or verbal order of the Seller, or the acceptance of any goods supplied, at a price given, or service rendered, includes the acceptance of the following terms and conditions and no variation of or condition to the same in correspondence or elsewhere or implied by trade custom practice or course of dealing shall be binding upon unless expressly agreed in writing by the Seller. The Purchaser's order shall be subject to the Seller's written acceptance. Unless previously withdrawn the Seller's quotation is open for acceptance in writing within the period stated or when no period is stated within thirty (30) days after its date. The Seller reserves the right to correct any errors or omissions even after acceptance, in the Seller's quotation. All quotations are subject to VAT, and import duties or taxes, if any, pertinent to country or point of destination. The quoted prices are the Seller's prices for the duration of the quotation, but all orders are accepted with the understanding that they will be invoiced at the time of the shipment unless agreed in writing.

2. ORDERS

2.1 All orders placed to the Seller are final, unless the Seller gives written acceptance. No changes or partial or total cancellations shall be permitted once initial performance of the order has begun, unless express written approval has been given by the Seller. Such express approval could be contingent upon acceptance of any adjustments (time frames, financial and payment conditions, etc) requested by the Seller and/or payment of all direct costs, or indirect expenses, financial losses or damages incurred by or charged to the Seller.

2.2 The special terms and conditions set out in the Seller's offer and/or in its order acceptance shall prevail over these general terms and conditions, shall prevail over those general terms and conditions, as well as over the special conditions in the Purchaser consultation or order.

2.3 In the absence of any other express written approval, the following cancellation terms apply to all placed by the Purchaser,
 (a) 20% of the order value is payable for all orders cancelled within 14 days of the order placement date,
 (b) 50% of the order value is payable for all orders cancelled within 28 calendar days of the order placement date.
 (c) 100% of the order value is payable for all orders cancelled in excess of 28 calendar days of the order placement date.

3. PRICE AND PAYMENT

3.1 Payment shall be made in accordance with clause 3.3 unless amended by the Seller's quotation. Any goods or services sold under discount will revert to the Seller's normal price list should payment not be received by the due date and a further invoice for the difference will be issued accordingly. Payment shall be made, without a deduction retention or set-off in pounds sterling unless otherwise agreed in the quotation or under acceptance. In the event of any amount payable to the seller being overdue the Seller may, without prejudice to any other right, suspend further delivery to the Purchaser and/or stop any goods in transit and/or terminate the contract and/or charge interest on overdue amounts at the rate of 3% above the ruling Bank of England base lending rate from time to time and/or exercise our rights under the conditions below,

3.2 The Seller reserves the right by giving notice to the Purchaser at any time before delivery to increase the price of the goods,

3.2.1 To reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the cost of labour, materials or other costs of manufacture); or

3.2.2 To reflect any change in delivery dates, quantities or specifications for goods which is requested by the Purchaser, or

3.2.3 To reflect any delay caused by the Purchaser's instructions or failure of the Purchaser to give the Seller adequate information or instructions or

3.2.4 To reflect the additional cost incurred by the Seller in submitting specifications or drawings to or in complying with requirements of Government Departments, Local Authorities, Insurance Companies, or other regulatory authorities.

3.3 Payment schedule off EV installations, off street pay-on-foot and/or barrier access control and payment systems,
 50% of the total amount at the time of order, (due within 7 days of the date shown on the Proforma)
 40% on the build completion (due within 30 days or the agreed credit terms assigned to the Purchaser's credit account)
 10% on final handover or machine commissioning (due within 30 days or the agreed credit terms assigned to the Purchaser's credit account)

3.4 Payment schedule for parking terminals, payment collection terminals, upgrade, or spares
 100% will be invoiced on dispatch to the customer or,
 Where Metric Group has advised the Purchaser that the ordered equipment is held in stock for the Purchaser and where delivery has not been requested by the Purchaser within 60 days of the advice 70% of the total amount of the order will be invoiced, 30% will be invoiced on delivery.
 Payment is due for invoices in line with agreed terms.

4. INSPECTION, SURVEY AND TEST

4.1 The Seller's products are fully inspected at the Seller's workshop where practical subject to our standard tests before dispatch.

4.2 Signal testing, is to be carried out by a Metric Group direct employee. A signal test is true and accurate at the time of the test, but results may differ at a later date, due to factors outside the control of the Seller. If the Purchaser does carry out their own testing, any communication failures will be at the risk of the Purchaser. Any service callouts relating to communication issues where Metric Group have not carried out the signal test will incur a charge.

4.3 EV, equipment site surveys, will incur a charge fully refundable if an order is placed with the Seller within 3 months of the date of the survey.

5. SPECIFICATION

5.1 The Seller's equipment specifications are subject to continued review. The Seller accordingly reserves the right at its absolute discretion and without prior notice to alter or revise any specification or detail of equipment from those which may have been published or quoted from time to time. As to contracts to design and develop a special product to meet a Purchaser's requirements, the Seller will endeavour to design and deliver the product whose purposes and specifications are described thereon but no warranty or condition is hereby implied as to merchantability or fitness for purpose save as contained in statute.

5.2 The Seller reserves the right to make any changes in the specifications of the goods which are required to conform with any applicable safety or other statutory requirements or, where the goods are to be supplied to the Seller's specifications which do not materially affect their quality or performance.

6. DELIVERY AND PACKING

6.1 Any dates quoted for delivery of the goods are approximate only and the Seller shall not be liable for any for any delay in delivery of the goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The goods may be delivered by the Seller in advance of the quoted delivery date upon reasonable notice to the Purchaser.

6.2 Delivery will be to the Purchaser's designated site if within the UK or Ex-works as published by the International Chamber of Commerce INCOTERMS latest edition (as revised from time to time) if outside the UK, except the Seller will arrange freight and insurance at a Purchaser's expense if requested and reserves the right to charge for export packaging and shipping costs. Liability will not be accepted by the Seller unless written advice is received within seven (7) working days of the date of delivery of damaged goods or dispatch in the case of non-receipt of the goods.

6.3 Where the goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Terms and Conditions or any claim by the Purchaser in respect of any one or more instalments shall not entitle the Purchaser to treat the contract as a whole as, repudiated.

6.4 Where the goods are supplied for export from the United Kingdom the Seller shall be under no obligation to give notice under section 32 (3) of the Sale of Goods Act 1979 and the Purchaser shall be responsible for complying with any legislation or regulations governing the importation of goods into the country of destination and for the payment of any duties thereon.

6.5 The Purchaser shall be responsible for providing the correct delivery address on the specification form. If the Purchaser is unable to sign for goods at the address provided, Seller cannot be liable for goods after the time of delivery.

6.6 Hardware from the Seller may have a lead time of up to 16 weeks.

6.7 The Seller, at its sole discretion, may accept the return of previously supplied parts and ancillaries, after the Seller has inspected the items returned for merchantable condition. On such acceptance, the Seller reserves the right to charge a restocking fee of 20% of the price on the items returned, 9or such fee as otherwise agreed by the Seller), provided that the items returned are in a merchantable condition according to the Seller's standards.

7. WARRANTY

All equipment excluding EV charging equipment is supplied under a warranty of 12 months from the date the equipment is commissioned or 13 months from delivery. Parts have a 12-month warranty from the date of install or dispatch. Any equipment supplied and not commissioned within six (6) months, may incur an additional commissioning charge.

EV charging equipment has a warranty of thirty six, (36) months from the date of delivery.

Within the warranty period the Seller shall repair or replace such products which are determined by the Seller in the Seller's discretion to be defective. This warranty will not apply to any product which has been subject to misuse, vandalism, negligence or accident or misapplied or modified or repaired by unauthorised persons, or improperly installed. There are no representations warranties or conditions, express or implied or otherwise except those herein contained and no agreements or waivers collateral hereto shall be binding on either party unless in writing and signed by the Purchaser and accepted by the Seller.

8. TRANSFER OF PROPERTY AND RISK

8.1 The risk of damage to or loss of the goods shall pass to the Purchaser when delivery of the goods has taken place and the Purchaser will fully insure the goods for all normal risks from the date of delivery. Where a Purchaser chose to collect the goods from the Seller, risk passes at the point of collection from the Sellers main warehouse.

Title of the goods shall not pass to the Purchaser until, the Seller receives in cleared funds payment in full of the price of the goods and all monies in respect of all other contracts between the Purchaser and the Seller, which are due for payment.

Until title of the goods has passed to the Purchaser, the Purchaser shall, store those goods separately from all other goods held by the Purchaser so that they remain readily identifiable as the Sellers property.

The goods are to be kept in a satisfactory condition and insured on the Sellers behalf for their full price against all risks with an insurer that is reasonably acceptable to the Seller.

9. PATENTS

9.1 The Seller will indemnify the Purchaser against any claim of infringement of letters patent, registered design, trade mark (published at the date of the contract) or copyright by the use or sale of any goods supplied or service rendered by the Seller to the Purchaser and against all costs and damages, less any costs or damages recoverable from the claimant which the Purchaser may incur or for which the Purchaser may become liable in any action for such infringement provided always that this indemnity shall not apply to any infringement which is due to the Seller having followed a design or instruction furnished or given by the Purchaser or to the use of such products or services in a manner or for a purpose or in a foreign country not specified or disclosed to the Seller prior to the Seller's quotation or to the use of such products or services in association or combination with any other article, material, or service not supplied by the Seller.

10. COPYRIGHT

All copyright and other intellectual property rights of whatsoever nature that subsist in any specifications, drawings, plans, designs and technical documents and information supplied by the Seller are and shall remain the Seller's exclusive property and the Purchaser undertakes to keep confidential and not to modify or make any copy of any such specifications, drawing, plans, designs, and technical documents and information. The Purchaser is granted a limited licence to use and undertakes to use any software supplied with or comprised in the products only on such products. Such limited licence shall be personal to the Purchaser and shall not be assigned, transferred or sub-licensed without the Seller's prior written consent which it may in its absolute discretion grant or withhold.

11. FRUSTRATION

11.1 If any contract or any part of it shall become impossible of performance or otherwise frustrated, the Seller shall be entitled to a fair and reasonable proportion of the price in respect of the work done up to the date thereof and for this purpose any monies previously paid by the Purchaser shall be retained as against the sum due to the Seller under the provision, any balance to be repaid to the Purchaser or as the case may be, any deficiency to be paid to the Seller by the Purchase. The Seller may dispose of the goods as it may think fit due allowance being made to the Purchaser for the net proceeds thereof.

12. LIABILITY

12.1 The Seller shall not be, in any case whatsoever, liable for direct, indirect or consequential damages arising out of or relating to this agreement. Including but not limited to loss of operation or loss of profits resulting from a defect, an incident, or failure of the products or any failure to perform according to the contract even if the Seller was advised of the possibility of such damages. In no case shall the Seller be liable for any damages resulting from or arising out of any illegal and/or fraudulent use of the products by the Purchaser, any third party or end user.

12.2 Metric Group shall not be liable for any failure arising from the telecommunications network, banking system or any product or service supplied by a third party. Metric Group does not warrant that the telecommunications network will be fault free or free of interruption. In no circumstances will Metric Group liability to the customer hereunder exceed the sum of Metric Group charges paid in the thirty (30) days preceding any such claim.

12.3 Situations which therefore do not give rise to the right to any compensation,

12.4 Errors following the configuration based on incorrect information supplied by Customer.

12.5 Supply by Customer or its users of incorrect or incomplete data needed by Metric Group to properly execute a transaction.

12.6 Failures by Customer or by its users to comply with Metric Group's procedures,

12.7 Malfunction of the equipment of Customer or its users

12.8 Unavailability of telecommunications lines or mobile networks including intermittent outages due to low mobile phone signal strength

12.9 Unavailability of internet access

13. FORCE MAJEURE

13.1 Any liability on the Seller's part is excluded if wholly or partly caused by, without limitation, fire, flood, war, riot, civil commotion, strike and industrial dispute, whether at the Seller's or the Seller's suppliers, premises, embargo, unforeseen contingency, inevitable accident, act of God, transportation difficulties, supply problems or obsolescence of components, or other cause beyond their reasonable control.

14. NO AUTHORITY BIND

14.1 The Purchaser has no authority from the Seller to enter into any contract or to make any representations whereby the Seller is rendered liable to any third party for any breach of contract or for the inaccuracy of any representation, except to the extent (if any) that such authority is conferred by law or expressly given to the Purchaser by the Seller in writing.

15. CONFLICT

15.1 In the event of any conflict or discrepancy between these Conditions and any other Conditions of Business, these conditions shall prevail.

16. LEGAL INTURPRETATION

16.1 Any contract entered into, pursuant to the Terms and Conditions will be deemed to be made in England and shall be governed and constructed for all purposes in all respects with English Law, and the Courts of England shall have jurisdiction.

17. FAIRNESS AND MATERIALALITY

17.1 The Purchaser agrees by acceptance of this order that the terms and Conditions herein contained are fair and reasonable in all respects and each of them is material.

18. CLAUSE HEADLINES

18.1 The heads to each of these clauses of these Terms and Conditions are for convenience of reference only. In case of any conflict, with the content of the clauses, the clauses shall prevail.

19. NOTICES

19.1 Any notice required or permitted to be given by either party to the other under these Terms and Conditions shall be in writing addressed to that other under these Terms and Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified to the party giving the notice.