








Metric Group Ltd. Terms and Conditions of Sale (October 2023)

DEFINITIONS - In this document the following words shall have the following meanings:

-  Buyer means the organisation or person who buys the Goods.
-  Goods means any engineered or mechanical product, ticket, tag, label, or other product manufactured or supplied to the Buyer from the Seller. Including without limitation software, digital codes etc.
-  Intellectual Property Rights means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable
-  Seller means Metric Group Limited, registered at Metric House, Westmead Industrial Estate, Swindon, Wiltshire, SN5 7AD.
-  Contract means any agreement by the Seller to supply Goods or services to the Buyer.
-  Normal Business Hours means Monday-Friday (inclusive), between the hours of 8.00-17.00 excluding days on which the banks in England are generally not open.
-  VAT means value added tax as provided for in the Value Added Tax Act 1994








1. GENERAL

- 1.1 These Terms and Conditions shall apply to sales of Goods and Services by the Seller to the Buyer to the exclusion of all other terms and conditions referred to, offered or relied on by the Buyer whether in negotiation or at any stage in dealings between the parties, including any standard or printed terms tendered by the Buyer, unless the Buyer specifically states in writing, separately from such terms, that it wishes terms to apply and this has been acknowledged by the Seller in writing.
- 1.2 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller and signed by a Director or Company Secretary.

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, 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 clauses 3.3 and 3.4 unless amended by the Seller's quotation. All initial orders require 100% to be paid in advance or until such times as the Seller awards the Purchaser a credit account. 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 Purchasers 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 of EV installations, off street pay-on-foot and/or barrier access control and payment systems, software solutions, and equipment upgrades,
 -  50% of the total amount at the time of order, (due within 7 days of the date shown on the Proforma or deposit invoice)
 -  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 spares, repairs, equipment maintenance, supply of sim cards, PSP provision, hosting and licence fees and any other service offered by the Seller,
 -  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.
 -  Where MGL offers a recurring monthly charge service or product, payment is required to be made via "GoCardless" direct debit

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 or designated person. 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 conducts their own testing, any communication failures will be at the risk of the Purchaser. Any service callouts relating to communication issues where Metric Group Limited have not carried out the signal test will incur a charge.
- 4.3 For mains powered terminals, a 240v 5-amp mains electrical supply must be installed and terminated in accordance with the latest revision of IEE regulations, Installs and removals must be conducted by a suitably qualified contractor.
- 4.4 Prevailing health and safety standards must be followed at all times, particularly regarding heavy equipment. Metric Group Limited staff are not permitted to lift or assist in lifting terminals or heavy goods, unless they have the appropriate training and tools to assist.
- 4.5 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 Before delivery, the customer will be informed of the intended delivery date, lifting equipment arrangements can be made if required. All equipment ordered shall be delivered to the customers nominated delivery address/es within 60 days of availability. When hardware has been manufactured and completed ready for dispatch, the customer will accept delivery within 60 days of the availability unless otherwise agreed between both parties. If the customer requires the equipment to be stored for more than 60 days, Metric Group Limited will require a purchase order from the Purchaser for the agreed weekly rate and length of storage.
If storage is required, then a Bill & Hold request will be made to the purchaser and all stage payments will be made.
- 6.3 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.
- 6.4 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.
- 6.5 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.
- 6.6 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, the Seller cannot be liable for goods after the time of delivery.
- 6.7 Hardware from the Seller may have a lead time of up to 16 weeks.
- 6.8 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, (or such fee as otherwise agreed by the Seller), provided that the items returned are in a merchantable condition according to the Seller's standards.
- 6.9 Packages and Goods must be examined by the Buyer on receipt and notification of damage or breakage must be sent in writing (via email or Royal Mail) to the Seller and the carrier thereof within 14 calendar days of receipt of the Goods by the Buyer. In the case either of loss in transit or delay in delivery notification in writing (via email or Royal Mail) within 14 calendar days of the date of the advice notes relating to the Goods.

7. COMMISSIONING AND INSTALLATION

Commissioning is included in the price of the equipment supplied, providing the installation process has been carried out according to the recommendations below or the installation has been managed by Metric Group Limited or it's appointed sub-contractors. Where installation of terminals is not being managed by Metric Group Limited or it's appointed subcontractor, it is the Purchasers responsibility to ensure that all ground works are prepared, mounting plates/studs/poles/points prepared and set, and the mounting and fixing of terminals is carried out in accordance with the Metric Group Limited instructions. Any equipment supplied and not commissioned within six (6) months, may incur an additional commissioning charge.

Metric Group Limited shall be paid in full for all machines supplied within the agreed credit terms assigned to the purchasers account whether the machines are commissioned and installed by Metric Group Limited or the purchaser, or purchasers appointed contractor.

8. 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 supplied have a 12-month warranty from the date of install or dispatch.

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 or 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.

9. MACHINE CARE AND MAINTENANCE

It is recommended the exterior of the machine be cleaned with warm water and a mild detergent, using soft cloth or sponge. Cleaning should be carried out at regular 3-6 months intervals to maintain the protective and decorative features; this is particularly important in areas of sea water or chemicals.

A machine maintenance package will be offered at the time of sale on all new equipment. A range of machine cover is available and can include preventative maintenance visits dependant on the chosen cover.

10. SIM CARDS AND OTHER SERVICES

The purchaser will be sent additional agreements for all other services offered.

Where the purchaser uses their own sim cards or the terminals are installed on a LAN network, any connectivity faults arising requiring a field service engineer to attend, may incur a charge. Metric Group Limited will attend an initial call out to determine the issue, if it is found to be the fault of the purchaser's network, Metric Group Limited will arrange a second call out without incurring a charge to try and rectify the issue, a third call will incur charges for non-Metric Group Limited supplied sim cards.

11. TRANSFER OF PROPERTY AND RISK

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.

12. PATENTS

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.

13. 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-licenced without the Seller's prior written consent which it may in its absolute discretion grant or withhold.

14. FRUSTRATION

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.

15. LIABILITY

15.1 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.

- 15.2 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.
- 15.3 Situations which therefore do not give rise to the right to any compensation,
- 🛑 Errors following the configuration based on incorrect information supplied by Customer.
 - 🛑 Supply by Customer or its users of incorrect or incomplete data needed by Metric Group to properly execute a transaction.
 - 🛑 Failures by Customer or by its users to comply with Metric Group's procedures,
 - 🛑 Malfunction of the equipment of Customer or its users
 - 🛑 Unavailability of telecoms lines or mobile networks including intermittent outages due to low mobile phone signal strength
 - 🛑 Unavailability of internet access
16. **FORCE MAJEURE**
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.
17. **NO AUTHORITY BIND**
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.
18. **CONFLICT**
In the event of any conflict or discrepancy between these Conditions and any other Conditions of Business, these conditions shall prevail.
19. **LEGAL INTURPRETATION**
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.
20. **FAIRNESS AND MATERIALALITY**
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.
21. **CLAUSE HEADLINES**
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.
22. **NOTICES**
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.
23. **GDPR AND DATA PROTECTION**
Each party shall fully comply with its respective obligations under the Data Protection Act 2018 (DPA 2018). The provisions of the EU GDPR have been incorporated directly into UK law as the UK GDPR. Each party shall be responsible for, and be able to demonstrate, compliance with the principles of those regulations. The Seller confirms that no personal data will be supplied to the Buyer without first confirming they have authority and right to do so. Similarly, the Buyer confirms that no personal data will be supplied to the Seller without first confirming they have authority and right to do so. Neither party will, by act nor omission, put the other in breach of applicable data protection laws.