

# Terms and Conditions Agreement

## 1. Definitions

**Client:** The party named in the invoice.

**Supplier:** Watson Core Limited, a company registered in Scotland with company number SC697723, whose registered office is at 95 Meadowbank Rd, Kirknewton, West Lothian, EH27 8BH.

**Products and Services:** As detailed in the invoice and any accompanying schedules or appendices.

**Business Days:** Monday to Friday excluding public holidays in Scotland.

## 2. Supply of Products and Services

Watson Core Limited shall supply the products and services as detailed in the invoice and accompanying appendices.

## 3. Price and Taxes

Prices are exclusive of VAT and any other applicable taxes, which shall be charged in addition. The Client is responsible for all taxes related to the purchase unless otherwise stated.

## 4. Payment Terms

Payments shall be made by the Client before delivery unless otherwise stated in the Invoice, and payable by bank transfer. Monthly support fees must be paid three months in advance and are non-refundable, regardless of the level of support utilised during the payment period.

## 5. Delivery

Delivery typically takes an average of two weeks; however, the Client shall allow up to 30 days as delays may occur. The Supplier will notify the Client of any significant delays and provide an updated estimated delivery date. Delivery timelines are estimates and not guarantees.

## 6. On-Site Installation

If included in the invoice, on-site installation excludes any joinery or electrical work. The standard on-site service is limited to setting up the equipment, testing, configuring the network, and making cosmetic changes. Any additional work required beyond the standard service will be quoted separately and agreed upon in writing before commencement.

## **7. Pre-Installation Requirements**

Prior to installation, the Client must ensure that protected free plug sockets are available at each till point or computer, Ethernet points are accessible at each till point and network printer point, and that there is access to the premises to facilitate installation. Additionally, access to the router must be provided if required during the installation process. If the Client fails to meet the pre-installation requirements, the Supplier reserves the right to reschedule the installation or charge additional fees for any extra work required.

## **8. Training**

Training shall be limited to the time specified on the invoice and conducted in the agreed format (in-person or remote). The location must be pre-agreed in advance. Additional training requests may be accommodated at an additional cost.

## **9. Additional Expenses**

The Supplier reserves the right to invoice the Client for any additional expenses outside the scope of services paid for in the invoice. This includes, but is not limited to, extra cabling, unforeseen site conditions, or delays caused by the Client. The Supplier will notify and obtain written approval from the Client before incurring any significant additional costs.

## **10. Support**

Support is limited to individuals who have received training from the Supplier. If the Client is not under a maintenance agreement, support is not guaranteed. For paid support, the Supplier aims to provide a response within two weeks, although unforeseen circumstances could impact this timeline. For emergency support, the Supplier aims to respond within two working days; however, these response times are not guaranteed. Support requests will be addressed during business hours, and if the support issue arises from a lack of knowledge, the Supplier reserves the right to charge for additional training. The Client has the right to cancel the maintenance agreement at any time.

## **11. Hardware Warranty**

The hardware warranty provided is the same as the manufacturer's, which by default is a return-to-base warranty. Warranty coverage is conditional on the Client taking proper care of the hardware, keeping it in a dust and water vapour-free environment, and ensuring units are plugged into a power surge protector. The Supplier will only manage the first year of the warranty outwith any maintenance agreement.

## **12. Software Warranty and Support**

Warranty and support from the Supplier are offered only as part of the maintenance package. The Client understands that the Supplier is under no obligation to provide software warranty or software support if the Client chooses not to pay a software maintenance fee.

### **13. Fit for Purpose**

The Supplier is committed to providing a product that is considered fit for purpose at the time of purchase. To ensure this, the Supplier offers all customers the opportunity to ask questions, participate in a free evaluation, and receive consultation prior to purchase. It is the Client's responsibility to utilise these services to assess the suitability of the solution for their specific business needs and to confirm that the product meets their requirements before making a purchase.

### **14. Liability, Risk and Title**

Risk in the goods shall pass to the Client upon delivery. Title to the goods shall not pass until payment in full for all sums due under the agreement has been received by the Supplier. The Supplier shall not be held liable for any financial losses, whether direct or indirect, that may arise from the use of the services. The Supplier's total aggregate liability under this agreement shall not exceed the total fees paid by the Client under this agreement, except in the case of fraud, death, personal injury, or where liability cannot be limited by law. The Client is responsible for implementing a backup plan to mitigate any potential disruptions in the event of system, hardware, software, or service downtime and for regularly taking backups to safeguard their data and operations.

### **15. Cancellation and Refund**

Either party may cancel orders or services prior to delivery or installation by providing written notice. Any applicable cancellation fees or refund arrangements shall be as set out in the invoice or otherwise agreed in writing between the parties.

### **16. Late Payments**

Any payment not received by the due date shall be considered a debt. The Client agrees that the Supplier has the right to charge a late payment fee of £100 or 15%, whichever is greater. Additionally, the Supplier has the right to assign the debt to a third party and the right to cease all services, whether paid or unpaid, until the debt is resolved. The Client understands that any expenses incurred in collecting the debt, including legal costs, shall be the Client's responsibility.

### **17. Intellectual Property**

The Supplier retains all intellectual property rights to any software, documentation, or other materials provided as part of the services.

### **18. Confidentiality**

Both parties agree to keep confidential all non-public, sensitive information disclosed by the other party, except as required by law or with the express written consent of the disclosing party.

### **19. Governing Law**

This agreement shall be governed by and construed in accordance with the laws of Scotland.

## **20. Dispute Resolution**

Any disputes arising under this agreement shall be resolved through Arbitration in accordance with the rules of the Scottish Arbitration Centre.

## **21. Force Majeure**

Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party.

## **22. Data Protection**

Both parties will comply with all applicable data protection laws and regulations, including the UK Data Protection Act 2018 and the UK GDPR. The Supplier will process the Client's data only as necessary to provide the services and in accordance with the Client's instructions.

## **23. Assignment and Subcontracting**

Neither party may assign their rights or obligations under this agreement without the prior written consent of the other party. The Supplier may subcontract any part of the services, provided that the Supplier remains responsible for the acts and omissions of its subcontractors.

## **24. Notices**

All notices required or permitted under this agreement shall be in writing and shall be delivered by letter to the Supplier address specified in this agreement or by email to an address notified by each party for this purpose. Notices by email shall be deemed received upon confirmed receipt.

## **25. Electronic Signatures**

This agreement may be executed in counterparts and signed electronically, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

## **26. Representations**

Each party represents and warrants that it has the full right, power, and authority to enter into this agreement and to perform its obligations under it.

## **27. Entire Agreement**

This agreement constitutes the entire agreement between the parties and supersedes all prior understandings and agreements, whether written or oral, relating to its subject matter.

## **28. Amendments**

Any amendments to this agreement must be in writing and signed by both parties.

## **29. Non-Waiver**

The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

## **30. Severability**

If any provision of this agreement is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall continue in full force and effect.

## **31. Compliance with Laws**

The Client is responsible for ensuring that their use of the products and services complies with all applicable laws and regulations.