

Huxley Bertram Standard Terms and Conditions

1. DEFINITIONS

- a. "Contract" means the contract between the Client and Huxley Bertram for the provision of Goods and Services as described in the Quotation, order documents and these Terms and Conditions.
- b. "Application" means the original purpose agreed between the Client and Huxley Bertram for the use of the "Goods and Services".
- c. "Client" means the person or business entity who purchases Goods and Services from Huxley Bertram.
- d. "Goods and Services" means the provision of goods, computer software, computer hardware, equipment and consultancy services.
- e. "Huxley Bertram" means Huxley Bertram Engineering Limited, registered in England and Wales with company number 03358704
- f. "Initial Payment" means the first payment (e.g. down payment or deposit) on a Project
- g. "Project" means any scope of work such as design and build of a machine or other work agreed between Huxley Bertram and Client.
- h. "Quotation" means proposal of works by Huxley Bertram usually including scope of works, price and estimated lead time, usually referenced QHB#### and or RHB####, and issued in digital or hardcopy format.
- i. "Sales Order Acknowledgement" means document issued by Huxley Bertram to Client acknowledging receipt of order documents from Client with clarification of any terms of agreement, as applicable.
- j. "Terms and Conditions" and "T&Cs" means the terms and conditions set out in this document.

2. GENERAL

- a. Unless otherwise stated or agreed in a Huxley Bertram Quotation, or formally agreed or accepted with Client in a signed agreement, or formally agreed or accepted with Client in a Sales Order Acknowledgement from Huxley Bertram, the supply of Goods and Services to the Client by Huxley Bertram shall be made in accordance with these Terms and Conditions, which shall apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing. .
- b. The Client's order for Goods and Services shall only be accepted when the parties have reached final agreement on the Goods and Services to be provided as confirmed in writing by Huxley Bertram. Such confirmation will usually be in the form of a Sales Order Acknowledgement or an email confirmation.

3. PRICES

- a. Any price agreed with Client is ex-works and excludes packing, delivery, delivery insurance and VAT, unless otherwise stated.

4. PAYMENT TERMS

- i. Payment Milestones: standard payment milestones are 50% Initial Payment and 50% on dispatch from Waterbeach.
- ii. Time & Material Projects: invoices on Time and Material projects are usually raised monthly.
- b. Due Date
 - i. Initial payment must be made promptly (e.g. within 7 days of invoice date).
 - ii. Subsequent payments are due within 30 days of invoice date.
- c. Late Payment: Huxley Bertram reserves the right to charge interest at 2% per month for any late payment not agreed by prior arrangement. Such interest will accrue from payment due date until payment of the overdue sum is received in full.

5. TIME & MATERIAL PROJECTS

- a. Unless otherwise stated, Huxley Bertram rates are based on the latest Huxley Bertram "Charge Out Rates" (P.Q.SALES.001^{Note 1}).

6. CONFIDENTIALITY

- a. Any non-disclosure or confidentiality agreement will be agreed separate to these T&Cs.

7. EQUIPMENT WARRANTY

- a. Equipment warranty is as per "Huxley Bertram Standard Warranty Policy" (P.Q.SALES.003^{Note 2}).

8. INSURANCES

- a. Huxley Bertram insurances are as per the latest Huxley Bertram "Confirmation of Insurance" (R.EHS.MGMT.001^{Note 3}).

9. LIABILITIES

- a. Except where it is not legally permissible to limit or exclude liability, Huxley Bertram's total liability in respect of a Project is limited, in aggregate, to an amount equalling the total payments received by Huxley Bertram from the Client in relation to the Project.
- b. The following types of loss are wholly excluded by Huxley Bertram: loss of profits, loss of sales or business, loss of anticipated savings, loss of use or corruption of software, data or information, loss of or damage to goodwill, and indirect or consequential loss.

10. DELIVERY DATE

- a. Any delivery date provided by Huxley Bertram is approximate. No penalties or other charges are accepted for late delivery.

11. INTELLECTUAL PROPERTY RIGHTS

- a. Unless otherwise agreed in writing, all intellectual property rights arising out of any Project and or these T&Cs shall vest in Huxley Bertram. Subject to its compliance with these Terms and Conditions, the Client shall have a worldwide, non-exclusive, non-transferable, royalty-free license to use, and have used, that intellectual property for the intended Application

12. RISK AND OWNERSHIP

- a. Risk of loss or damage to the Goods shall pass to the Client on Delivery.
- b. Ownership of the Goods does not pass to the Client until Huxley Bertram receives payment in full for the Goods and Services (in cash or cleared funds).

13. CANCELLATION OR TERMINATION

- a. If the Client chooses to cancel or terminate a Project, Huxley Bertram will cease work on the Project and calculate the cost of any unpaid work. The charge in respect of this unpaid work will be raised as an invoice to be paid by the Client in accordance with clause 4.
- b. In these circumstances any advance payments made by the Client, such as Initial Payment or progress payment, on the Project will not be reimbursed by Huxley Bertram.

14. ERRORS AND OMISSIONS

- a. The Agreement with Huxley Bertram is Errors and Omissions Excepted (E&OE).

15. FORCE MAJEURE

- a. Neither party shall be in breach of any Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure results from an event, circumstance or cause beyond its reasonable control.

16. GOVERNING LAW

- a. These T&Cs and any Contract are governed by English law and subject to the exclusive jurisdiction of the Courts of England.

17. DISPUTES

- a. If any dispute or difference arises between Huxley Bertram and the Client out of or in connection with these Terms and Conditions or any Contract and it cannot be settled amicably, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties within 14 days, the mediator shall be nominated by CEDR.
- b. In the event the parties are not able to settle the dispute by mediation, it shall be referred to and resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. A single arbitrator shall be appointed to be agreed between the parties, or, failing such agreement within fourteen days, to be nominated by the President for the time being of The Institution of Engineering.

18. SEVERANCE

- a. If any provision of these T&Cs (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the T&Cs or Contract, and the validity and enforceability of the other provisions of the T&Cs shall not be affected.

NOTES

- 1. Rates, P.Q.SALES.001 <http://huxleybertram.com/charge-out-rates/>
- 2. Warranty Policy P.Q.SALES.003 <http://huxleybertram.com/warranty/>
- 3. Insurance R.EHS.MGMT.001 <http://huxleybertram.com/insurance/>