

Terms and Conditions of Sale

1. General

- 1.1. These Terms and Conditions are applicable to business transactions between Adaptive Engineering Solutions Ltd (hereafter the 'Company') and the purchaser of services (hereafter the 'Client'), to the exclusion of all other Terms and Conditions, which will not be binding to the Company. No amendment to these Terms and Conditions shall apply unless written consent is provided by the Company.
- 1.2. The Company has the right to amend the Terms and Conditions at any time without notice, but will notify clients of any changes.
- 1.3. The Contract is construed and should be interpreted in accordance with the Laws of England, as applicable at the Company's registered business address.

2. Quotations

- 2.1. Services will be offered by providing the Client with a Quote for the work to be undertaken. The work will be outlined in a Statement of Work. The quote may be a formal quotation, or issued informally by means of e-mail or telephone. Acceptance of the quote may be verbal, written formally or by receipt of a purchase order.
- 2.2. Accepting a quotation will imply agreement to these Terms and Conditions and the statement of work.
- 2.3. Quotes will be valid for 30 days from the date of issue, and may be withdrawn, amended or changed at any time without prior notice.

3. Price and Payment

- 3.1. Prices shown on quotations are shown excluding VAT.
- 3.2. Payments are due 14 days after the invoice date.
- 3.3. Failure to pay on or by the due date will; accrue interest charged at 2% above Bank of England base rate on a pro rata basis, and allow the Company the right to cancel the Contract or suspend work and delivery of any work relating to that Contract.
- 3.4. Price increases may be made from time to time, but will be detailed on the appropriate quotation for work.

4. Services

- 4.1. Services will be provided based on information exchanged between the Client and the Company, such as drawings, models, sketches, specifications and other documents. The Client is expected to have taken all necessary steps to ensure the information provided is accurate, and obtained the required licences and permissions to provide this information to the Company.
- 4.2. Engineering services will be based on knowledge, information and experience that may be brought to bear on the project by the Company, including good engineering practices, skills, techniques and tools developed and used by the Company to fulfil the services according to the statement of work.

- 4.3. The deliverables relating to the statement of work are intended solely for the Client, whom is free to use the work at no additional cost, and for the specific purpose understood at the time of the quote.
- 4.4. The Contract will only confer rights and benefits to the Client, and many not be given or awarded to a third party.
- 4.5. Amendments to, or deviation from, the statement of work during the execution of a project will be brought to the attention of the client, and agreement sought as to how to proceed. This will involve cost and time reconciliation, the outcome of which will be agreed by both parties prior to continuation with the original project (and additional work should it be necessary). A quote for any additional work will be provided.
- 4.6. Amendments to the statement of work will be managed on a case-by-case basis.
- 4.7. Upon issue of deliverables, minor amendments raised by the Client will be incorporated into the deliverables by the Company within 14 days of issue, after which the deliverables will be considered to have been accepted by the Client.
- 4.8. Major amendments will be treated as a variation to the statement of work, and be requested.
- 4.9. Should the client wish to terminate the contract before the services outlined in the statement of work are delivered, they are liable for the cost incurred by the Company, and will be advised in writing. The Company will accept not liability for services provided up to the point of Termination of Contract.

5. Liability

- 5.1. The Company warrants no duty or liability to the Client, whether express, implied, statutory or otherwise, other than provision of services are given with reasonable skill and care.
- 5.2. The Company shall limit its liability for claims of any kind whether in contract, indemnity, tort (including negligence) in any event (except death or personal injury caused by reason of negligence of the Company), to the cost of the Contract defined by the Quote and associated statement of work.
- 5.3. The Client will indemnify and hold harmless the Company and its subcontractors against all and any such liability, losses, costs, damages or claims from the Client, or its Customers, howsoever incurred from use of information resulting from its services, or infringement of IPR as a result of using information supplied by the Client.

6. Intellectual Property

- 6.1. Any intellectual property, information, methods, knowledge, copyright and know-how developed or created during the process of providing the services during execution or provision of services, whether for the Client or not, remain the property of the Company.

7. Confidentiality

- 7.1. The Company will treat all Client information as confidential, however it understands that specific non-disclosure agreements may be required for particularly sensitive projects. These will be entered into as required on a case-by-case basis, and signed by a representative of the Company.