**April Systems Design Ltd - Terms and Conditions**

**Payment Terms**
We accept payment by bank transfer, credit card or cheque,

Bank transfer

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| Name: April Systems Design Ltd<br>Bank :<br>Sort :<br>Account : See office for details<br>BIC :<br>IBAN : |

Credit card - We are able to accept payment by credit/debit card, (Visa, MasterCard, Switch, Solo, Maestro and Visa Delta). All credit/debit card sales are subject to the usual authorization. Secure payment is handled through Paypal. Make payment to sales@aprilsystems.co.uk

Cheques make payable to "April systems design Ltd", goods will not be released until cheques have cleared.

Payment is due 30 days from date of invoice unless stated otherwise on the invoice. In case of late payment, April Systems design Limited maintains the right to apply interest as defined in the Late Payment of Commercial Debts (Interest) Act 1998. In addition, April Systems Design Limited charges a late payment fee up to a maximum amount of 40 GBP. Unpaid Cheques will be charged at £25.00+vat each.

**Prices**
all prices displayed are in Pounds Sterling and **exclude** VAT at 20%.
Products sold outside the UK and Europe will not be charged VAT.

**Day Rate**
Design day rate quote is for a standard 8 hour day with a lunch break, hours over this time are charged at the hourly rate.

**Product specifications and prices**
we reserve the right to change the product specification or prices of any product at any time. Customers will be notified of any such variation upon order and allowed, at that time, the opportunity to cancel their order.

**Delivery Charges**
Some items are inclusive of signed-for delivery in the UK and Royal mail international signed-for for the rest of the world.
Otherwise, delivery costs are determined by weight or volumetric size & weight, whichever is the greater. Saturday, guaranteed time deliveries and deliveries to the Highlands and Islands are subject to a surcharge.

**Returned Orders**
You are able to cancel your order at any time prior to dispatch.

Goods are only accepted for return in the event that they were faulty or were incorrectly supplied by ourselves. Written notice must be given to April systems design Limited by post or email giving details of the goods ordered, the invoice number and reason for your complaint within seven working days of receipt of the goods. Goods must be returned with carriage paid by the sender, both insured and with proof of posting. Items of which have been used will not be accepted for return.

**Carrier damages and parts order shortages**
you must notify us of any carrier damage or parts order shortages within 3 days of the receipt of your goods. After this time we regret that we may be unable to accept your claim. For any goods that are damaged in transit you must allow us and/or the carrier reasonable access to the goods and packaging so that the claim can be proven. Failure to allow access to view the items would invalidate any rights to a refund or replacement items.

**Exchange of parts**
Goods which are correctly supplied by us, but which you wish to return for exchange as a result of having ordered them incorrectly, will be subject to a further carriage charge on return of the replacement goods.

**Motor Racing Terms, Conditions, Disclaimer and Limitation of Liability**

All parts supplied by April Systems Design Limited are experimental and not for consumer use. All parts supplied by April Systems Design Limited are not guaranteed when used in operation. As such, it is a condition of our making all parts available that it is solely the decision of each individual, operator, group member or group whether they choose to use any part supplied and in doing so, absolve the manufacturer and April Systems Design Limited of any or all such, including damage to equipment and/or injury to personnel irrespective of how caused. All parts remain property of April Systems Design Limited until paid for in full. All 'special order' parts, which are ordered specially under the instruction of the customer, are non-returnable and non-refundable

**Design Terms, Conditions, Disclaimer and Limitation of Liability**

**1. General**

All parts, equipment, software, firmware, designs, engineering services, consultancy, technical advice and other goods or services supplied by April Systems Design Limited ("April Systems Design") are supplied subject to these terms unless otherwise expressly agreed in writing.

These terms are intended primarily for business-to-business transactions and shall apply to all quotations, orders, supplies, design work, consultancy and technical services undertaken by April Systems Design.

Nothing in these terms shall exclude or restrict any liability which cannot lawfully be excluded or restricted.

## 2. Experimental and Development Equipment

Unless expressly agreed otherwise in writing, all parts, equipment, assemblies, prototypes and systems supplied by April Systems Design are intended for experimental, development, evaluation or engineering purposes and are **not intended for consumer use or use in safety-critical applications**.

Such equipment may be supplied as prototypes or development items and may not have undergone production testing, certification, regulatory approval or validation for the customer's particular application.

The customer is responsible for determining whether any equipment supplied is suitable for its intended application and for carrying out any testing, validation, certification, risk assessment and approval required before placing the equipment into operational use or production.

## 3. Design and Consultancy Services

Where April Systems Design provides design, engineering, consultancy, development, technical advice, drawings, specifications, calculations, software, firmware or other technical services, such services are provided in accordance with the scope and requirements expressly agreed in writing.

Unless expressly agreed otherwise in writing, April Systems Design does not provide any warranty or guarantee beyond its obligation to undertake the agreed design or consultancy services with reasonable care and skill

April Systems Design does not warrant or guarantee that a design will:

- meet requirements, performance criteria or expectations which have not been expressly included in the agreed specification;
- achieve any particular performance, efficiency, reliability, service life or operating characteristic unless expressly specified and agreed;
- operate correctly under conditions different from those provided to April Systems Design;
- be suitable for any particular purpose unless that purpose has been expressly agreed in writing;
- be compatible with equipment, components, software or systems not specified or supplied as part of the design;
- remain suitable following modification, alteration, substitution of components or changes to the application;
- be completely free from errors or omissions which do not materially affect compliance with the agreed specification.
- produce any particular commercial, operational or financial result.

Any performance figures, estimates, calculations, predictions or other information provided by April Systems Design shall, unless expressly stated otherwise, be regarded as estimates or engineering expectations and not as guarantees of actual performance.

## 4. Design Specification

Where a written specification has been agreed, April Systems Design's obligation is to undertake the design work in accordance with that specification and the information made available by the customer.

The customer is responsible for ensuring that the specification supplied to April Systems Design is complete, accurate and suitable for the intended application.

Requirements, performance expectations, environmental conditions, interfaces, operating conditions, tolerances, regulatory requirements and other criteria not expressly included in the agreed specification shall not be deemed to form part of April Systems Design's contractual obligations.

Where the design has been produced in accordance with the agreed specification, the customer's subsequent dissatisfaction with the performance, appearance, operation, commercial suitability or other characteristics of the resulting product or system shall not, of itself, constitute a failure by April Systems Design to fulfil its obligations.

**5. Customer Approval and Validation**

The customer shall be responsible for reviewing and approving designs, drawings, specifications, calculations, software, firmware and other technical information before manufacture, installation or use.

Where a design is incorporated into a larger product, machine, installation or system, the customer remains responsible for determining the suitability and safety of the complete product, machine, installation or system.

Unless expressly included within the agreed scope of work, April Systems Design's services do not include:

- manufacture;
- installation;
- commissioning;
- production validation;
- safety certification;
- regulatory approval;
- conformity assessment;
- system-level testing; or
- verification of the finished product or system.

**6. Prototypes and Testing**

Prototype and development equipment may require modification, adjustment or further development before achieving the required performance.

Any testing carried out by April Systems Design shall be limited to the tests expressly agreed as part of the scope of work.

Test results apply only to the equipment, configuration and conditions under which the tests were conducted and shall not be interpreted as a guarantee of performance under different conditions.

The customer is responsible for carrying out any additional testing or validation required for its intended application.

**7. Third-Party Components and Equipment**

Where a design incorporates or relies upon components, software, equipment, materials or services supplied by third parties, April Systems Design shall not be responsible for changes to availability, specification, performance, reliability, compatibility or continued support of such third-party products.

Unless expressly agreed otherwise, April Systems Design does not warrant the performance or suitability of third-party products.

**8. Modifications and Subsequent Use**

Any modification, alteration, repair, substitution of components, software changes, firmware changes or other alteration made by the customer or by a third party after supply may affect the performance and safety of the equipment or design.

April Systems Design accepts no responsibility for the consequences of modifications or changes not carried out or expressly approved by April Systems Design.

Similarly, responsibility for the continued suitability of a design following a change in its application, operating environment or system configuration shall remain with the customer unless such changes have been expressly reviewed and agreed by April Systems Design.

**9. Regulatory and Safety Requirements**

Unless expressly agreed in writing, April Systems Design does not undertake responsibility for obtaining regulatory approvals, certification, conformity assessment or other statutory or industry approvals for the customer's finished product or system.

The customer remains responsible for determining which regulatory, statutory, safety and certification requirements apply to its product, installation or application and for obtaining any required approvals.

Where April Systems Design is specifically engaged to undertake such work, the scope of that work and the applicable requirements shall be agreed separately in writing.

**10. Operational Use**

The decision to place any equipment, prototype, design or system supplied by April Systems Design into operational use rests with the customer.

The customer shall carry out such testing, assessment and validation as it considers necessary before operational deployment.

April Systems Design shall not be responsible for losses arising solely from the customer's decision to use experimental, prototype or development equipment outside the conditions, limitations or intended purpose communicated by April Systems Design.

**11. Limitation of Liability**

To the fullest extent permitted by law, April Systems Design shall not be liable for any indirect or consequential loss or damage, including but not limited to:

- loss of profit;
- loss of revenue;
- loss of production;
- loss of use;
- loss of contracts;
- loss of business;
- loss of anticipated savings;
- loss of goodwill; or
- other consequential or economic loss.

Subject to the above and to the extent permitted by law, April Systems Design's total aggregate liability arising from any particular supply, design project or consultancy engagement shall not exceed the total amount paid to April Systems Design by the customer in respect of that particular supply, design project or consultancy engagement.

The above limitation shall not apply to any liability which cannot lawfully be limited or excluded.

**12. Customer's Responsibility for Application**

The customer acknowledges that engineering designs and technical recommendations are dependent upon the information, requirements and operating conditions supplied to April Systems Design.

The customer shall remain responsible for:

- determining the suitability of the design for its intended application;
- providing accurate and complete technical information;
- identifying application-specific risks;
- carrying out appropriate testing and validation;
- ensuring safe installation and operation;
- obtaining required regulatory approvals; and
- determining whether the final product or system is suitable for commercial or operational use.

**13. Intellectual Property**

Unless otherwise agreed in writing, all drawings, designs, circuit diagrams, calculations, software, firmware, technical documents, specifications, concepts and other intellectual property developed by April Systems Design shall remain the property of April Systems Design.

Payment for design or consultancy services does not, unless expressly agreed in writing, transfer ownership of April Systems Design's underlying intellectual property.

The customer shall not reproduce, distribute, sell, licence or otherwise make commercial use of such intellectual property other than for the purpose for which it was supplied, unless expressly authorised in writing by April Systems Design.

**14. Payment and Ownership of Goods**

All parts and goods supplied by April Systems Design remain the property of April Systems Design until payment has been received in full.

Where payment has not been received in full, April Systems Design reserves the right, to the extent permitted by law, to recover or reclaim goods for which payment remains outstanding.

**15. Special-Order Goods**

Goods, components or materials ordered specifically at the customer's request or manufactured, modified or procured specifically for the customer shall be considered **special-order goods**.

Unless otherwise agreed in writing, special-order goods are non-returnable and non-refundable where they are correctly supplied in accordance with the customer's order.

This provision does not affect any statutory rights or remedies that cannot lawfully be excluded.

**16. Customer-Supplied Information and Materials**

April Systems Design shall not be responsible for errors, delays, additional costs or performance issues arising from inaccurate, incomplete or defective information, specifications, drawings, components, materials or other items supplied by the customer.

Any additional work required as a result of such matters may be treated as additional chargeable work.

**17. Quotations and Changes to Scope**

Unless otherwise stated, quotations are based upon the scope of work and information available to April Systems Design at the time of quotation.

Changes to requirements, specifications, functionality, interfaces, quantities, operating conditions or other aspects of the work may result in additional costs and/or changes to the estimated completion date.

Additional work arising from changes to the agreed scope shall be subject to additional charges unless otherwise agreed in writing.

**18. Acceptance**

Acceptance of a quotation, placement of an order, instruction to commence work, payment for goods or services, or use of goods or designs supplied by April Systems Design shall constitute acceptance of these terms unless alternative terms have been expressly agreed in writing.

**19. Governing Law**

These terms and any contract between April Systems Design and the customer shall be governed by the laws of England and Wales.

Any dispute arising in connection with these terms or any contract to which they apply shall be subject to the jurisdiction of the courts of England and Wales, unless otherwise agreed in writing.

Email: info@aprilsystems.co.uk

April Systems Design Limited

VAT Number 129062523
Director: Michael Sharpe, Beng Msc Msc MIEE
April Systems Design Ltd is a registered company in England and Wales
Company Number 4747642