

Terms & Conditions G-Cloud 15 Framework

All quotations issued are subject to the company standard terms and conditions outlined in the following points.

- a) Accidental errors and omissions will be requested with the corrections.
- b) Additions and changes to the scope of work referenced in our quotations must go through the formal change process and address commercial implications when required.
- c) Variations will only be actioned after a purchase order has been received by Ajar Technology
- d) Once any product is installed, we will record this evidence in our project management tool for quality assurance and audit purposes.
- e) The main contractor or client must sign off on installed systems on installation day.
- f) Any damage caused to the equipment by others is not Ajar Technology's liability.
- g) If remedial work is required because of damage caused by others, the project will authorise the cost.
- h) The published project plans are subject to the equipment's lead time and the stated dependencies on other parties.
- i) Unless otherwise stated, the installation works will be conducted during our normal business hours, Monday to Friday. Any work required outside the normal working hours is subject to additional charges.
- j) Anything not clearly stated in the quotation issued by Ajar Technology means that it is not included; therefore, clarification from the buyer should be sought from Ajar Technology.
- k) We expect to securely store equipment on-site with easy access. Unless otherwise agreed in writing.
- l) If the site is not ready when we arrive at the site or if the installation team is stood down with less than 24 hours notice, this time will be charged to the contracted project delivery services.
- m) Ajar Technology requires a purchase order to allocate any labour resource to a project and enable procurement activity to begin.
- n) Payment terms are 30 days from the date of invoice.
- o) Abortive fees are charged to the client at the rate for the revisit plus additional costs incurred



1. Interpretation

In these Terms and Conditions (Terms), the following words and phrases shall have the following meanings:

“the Buyer” means the person, firm or company who purchases the Goods from the Company;

“the Company” means AJAR Technology Ltd;

“Contract” means the contract between the Company and the Buyer which shall be deemed to incorporate these Terms;

“Goods” means any goods or services agreed in the Contract to be supplied by the Company to the Buyer;

“Place of Delivery” means the place to which the Goods are to be delivered.

In these Terms, reference to any statute or statutory provision shall be construed as a reference to such statute or statutory provision as amended, modified, re-enacted or replaced from time-to-time.

2. The Contract

The Contract shall be on these Terms to the exclusion of all other terms and conditions, including any such terms and conditions that are purported to be included or applied by the Buyer.

3. Delivery

Delivery of Goods and services will be agreed between the Buyer and the Company.

Subject to the other provisions of these Terms, the Company shall not be liable for any loss, whether direct or consequential, economic or loss of profits or otherwise, arising directly or indirectly out of any delay in the delivery of the Goods nor will any delay entitle the Buyer to terminate or rescind the Contract unless the delay exceeds 60 days.

4. Risk in and Ownership of the Goods

Risk in the Goods shall pass to the Buyer upon delivery

Goods shall remain the property of the Company after delivery until all payment has been received or the account has been settled.

Until ownership of the Goods has passed to the Buyer, the Buyer shall:

hold the Goods on a fiduciary basis as the Company’s bailee

Store the Goods separately from all other goods of the Buyer or any third party in such a way that they remain identifiable as the Company’s property;

Not destroy or deface any identifying mark on the Goods or their packaging;

Maintain the Goods in satisfactory condition insured with the Company’s



interest noted on the policy and hold any proceeds of such insurance on trust for the Company and not mix them with any other money.

5. Price

The price for the Goods shall, unless otherwise agreed, be the price set out on the date of delivery in the Company's price list. The price for the Goods shall be exclusive of all costs of carriage and insurance and applicable VAT which the Buyer shall pay in addition.

6. Payment

All payments should be received within 30 days of receipt of invoice.

7. Warranties

The Company warrants that the Goods are of satisfactory quality.

If the Buyer wishes to make a claim under this warranty, the Buyer shall give written notice to the Company within 30 days of the discovery of the defect and give the Company a reasonable opportunity to inspect the Goods in question.

The Company shall not be liable for any breach of warranty if the Buyer makes any further use of the Goods after giving such notice or alters or repairs the Goods without the agreement of the Company.

The Company's liability under the warranty shall be limited to repairing or replacing the Goods in question or refunding the price of such Goods.

8. Limitation of Liability

The Company's liability in contract, tort or otherwise arising out of the subject matter of the Contract shall not exceed the value of the goods supplied and the Company shall under no circumstances be liable to the Buyer for any consequential, indirect or economic loss or damages.

9. Force Majeure

If either party is subject to an event of Force Majeure, that is circumstances outside its reasonable control, including but not limited to war, fire, industrial disputes or civil commotion, it shall notify the other and the first party's obligations under these Terms shall be suspended until it notifies the other party of the end of such event of Force Majeure.

10. General

If any part of these Terms is found to be void or unenforceable by any Court of competent jurisdiction, such part shall be severed from these Terms which will otherwise remain in full force and effect.

These Terms shall be governed by and interpreted according to English Law and the parties submit to the exclusive jurisdiction of the English Courts.

AJAR Technology Ltd www.ajartechnology.com

