

Terms & Conditions of Sale (Non Subscriptions)

1 Definitions

- 1.1 **Business Days:** Monday to Friday, excluding public holidays.
- 1.2 **Business Hours:** 8:30am– 5:30pm on Business Days.
- 1.3 **Contract:** The agreement between timeware and the Customer for the sale of products or services.
- 1.4 **Customer:** The party purchasing from timeware.
- 1.5 **Software, Hardware, Services:** Products and services offered by timeware, as detailed in an order.
- 1.6 **Confidential Information:** Any non-public information disclosed between the parties related to the business relationship.
- 1.7 **Order:** The Customer's request for products or services, accepted by timeware.
- 1.8 **Force Majeure:** Events beyond reasonable control, including natural disasters, Cyberattacks, or government actions.
- 1.9 **timeware:** timeware UK Ltd (company number 05886806) whose registered office is at 3 Fieldhouse Road, Rochdale, Greater Manchester, OL12 0AD.

2. Agreement to Terms

- 2.1 By placing an order with timeware, you accept these Terms & Conditions. Any conflicting terms proposed by the Customer are void unless agreed upon in writing by both parties.
- 2.2 Any modifications to these terms must be agreed in writing and signed by an authorised representative of both parties.

3. Orders

- 3.1 Orders are binding once accepted by Timeware.
- 3.2 Orders cannot be cancelled once accepted unless agreed in writing.
- 3.3 The Customer is responsible for ensuring the accuracy of all details in an Order before submission. timeware shall not be liable for errors in Orders once accepted.
- 3.4 timeware may adjust products or services to comply with laws or improve quality, with notice to the Customer.

4. Software Licensing

- 4.1 The Customer receives a non-transferable, non-exclusive license to use timeware software.
- 4.2 The Customer must not copy, modify, distribute, or reverse-engineer the Software.
- 4.3 If the Software includes third-party components, their use is subject to separate licensing terms. The Customer is responsible for ensuring compliance with these terms.
- 4.4 The Software is provided as-is; Timeware is not liable for any consequential damages.

5. Pricing & Payment

- 5.1 Prices are as stated in the Order.
- 5.2 timeware may adjust prices due to external factors, with reasonable notice.
- 5.3 All payments must be made as agreed in the contract. Late payments may result in service suspension.

- 5.4 timeware reserves the right to charge interest on late payments at 4% per annum above the Bank of England base rate.
- 5.5 Failure to pay may result in the suspension of services until payment is received.
- 5.6 All prices exclude VAT and applicable taxes unless stated otherwise.

6. Delivery & Risk

- 6.1 timeware arranges delivery to the specified location but is not liable for transit damages.
- 6.2 Delivery dates are estimates, and timeware is not responsible for delays.
- 6.3 If delivery is delayed due to the Customer's failure to accept the goods, timeware may charge reasonable storage and insurance costs.
- 6.4 Risk transfers to the Customer upon delivery; ownership transfers upon full payment.

7. Services

- 7.1 timeware will provide services as described in the Order.
- 7.2 Service dates are estimates; delays do not constitute grounds for compensation.
- 7.3 The Customer is responsible for providing access and cooperation for service execution.
- 7.4 timeware shall not be liable for business interruptions or losses caused by delays in service execution.

8. Warranties

- 8.1 Hardware is covered by manufacturer warranties.
- 8.2 Software is provided "as-is" without guarantees of uninterrupted or error-free operation.
- 8.3 Services will be performed with reasonable skill and care.
- 8.4 Warranty coverage does not apply if the Customer has misused the product, failed to maintain it as recommended, or modified it without timeware's approval.

9. Returns & Defects

- 9.1 Returns are only accepted for defective products and require prior approval.
- 9.2 timeware will facilitate manufacturer warranties for faulty products but does not guarantee replacements.
- 9.3 The Customer must notify timeware of any defects within 48 hours of delivery.

10. Limitation of Liability

- 10.1 Subject to Clause 10.2, neither party shall be liable to the other for:
 - Any indirect, special, or consequential losses, including but not limited to loss of profits, business, revenue, goodwill, or data.
 - Any damages arising from loss of anticipated savings or business opportunity.
 - Any loss or corruption of software, systems, or data, except where caused by wilful misconduct or gross negligence.
- 10.2 Each party's total liability under or in connection with this contract shall not exceed 100% of the total contract price paid in the relevant contract year.
- 10.3 The limitations of liability apply equally to both parties, ensuring fairness.
- 10.4 Nothing in this Contract shall exclude or limit liability for:
 - (a) Death or personal injury caused by negligence;
 - (b) Fraud or fraudulent misrepresentation;
 - (c) Any liability that cannot legally be excluded.
- 10.5 Each party shall maintain adequate insurance to cover potential liabilities under this contract.

11. Data Protection

- 11.1 Customers must not submit personal data to timeware without prior agreement.
- 11.2 If data processing is required, both parties will enter into a separate Data Processing Agreement.
- 11.3 The Customer warrants that any personal data provided to timeware complies with all applicable Data Protection Laws.

12. Termination

- 12.1 Either party may terminate with 30 days' written notice.
- 12.2 Immediate termination is allowed if:
 - (a) A material breach is not remedied within 14 days.
 - (b) The other party enters liquidation, administration, or ceases operations.
 - (c) Any other legal grounds for termination arise.
- 12.3 Post-termination obligations:
 - (a) All outstanding invoices must be paid.
 - (b) Confidential information must be returned or destroyed.
 - (c) Software licenses will automatically terminate.
- 12.4 Surviving obligations: Confidentiality, IP rights, and liability limitations remain in force.

13. Force Majeure

- 13.1 timeware is not liable for delays or failures caused by events beyond its control, including natural disasters, strikes, supply chain disruptions, or cyberattacks.
- 13.2 timeware will notify the Customer as soon as practicable if a Force Majeure event delays performance.

14. Dispute Resolution

- 14.1 Disputes should first be resolved through negotiation between the parties.
- 14.2 If unresolved within 14 days, disputes will be handled by the courts of England & Wales.

15. Governing Law

- 15.1 These Terms & Conditions are governed by the laws of England & Wales.
- 15.2 Any conflicts between the order and these terms will be resolved in favour of the order's specific terms.
- 15.3 For international Customers, governing law shall default to England & Wales unless explicitly state otherwise in a separate agreement.