

- 1 **DEFINITIONS**
You, the Customer: a person or company buying or using our products
Consumer: a private person buying products for private use
Autoscript: (us, our) the product vendor identified on your invoice and, where relevant, service provider
Confirmation of Order: acknowledgement of product ordered by you
Price of product ordered by you as stated on our Order Confirmation
Service Provider: us or authorised expert providing back-up or any service related to our products
3rd Party Products: goods ordered by you which are not our branded products
Software applications, whether or not our branded products
- 2 **APPLICATION**
This agreement applies to the sale, service and all statements made by Autoscript in brochures, price lists, advertisements, quotations, on the internet or verbally. Variations to this agreement must be made by Autoscript in writing. Any other Terms, Conditions or Purchase Orders are excluded. Placing your order means acceptance of this Agreement. Autoscript may change this agreement at its choosing.
- 3 **ORDERS/CONTRACT**
Orders are accepted by writing, internet, or fax and must clearly state an order number and the name and position of the person ordering the goods, but are only binding when accepted by Autoscript and Autoscript sends out the official Confirmation of Order. Please check the Confirmation of Order immediately and notify Autoscript of any errors, or the details stated in the Confirmation of Order will apply to the Agreement.
- 4 **PRICE & PAYMENT TERMS**
Quotations are only valid in writing and during the period that they state. If unstated, the period is 30 days (10 days for 3rd Party Products). Autoscript reserves the right to change Products (incl. 3rd Party Products) at any time but Autoscript guarantees you at least equivalent functionality and performance.
Price excludes tax, shipment, insurance and installation. Exchange rates, duties, insurance, freight and purchase costs (incl. for components & services) may cause prices to be adjusted. Payment must be made before supply or service or, if agreed in advance, within 30 days of the invoice date. Autoscript may suspend deliveries or service until full payment is made. If payment is late, 2% above the minimum lending rate on the late amount and the costs of recovery shall be payable by you. Cheques may only be accepted conditionally.
- 5 **DELIVERY/TITLE/RISK**
The delivery period in the Confirmation is approximate. Delivery by instalments may be made. The place of delivery is stated in the Confirmation of Order. Title to Product passes on full payment and until then you must insure and store our goods separately and you may not modify, pledge or sell them. Autoscript may enter the storage premises to repossess the goods. Should you sell them before title passes, you will become Autoscript's Agent and the proceeds of that sale shall be held on our behalf separately from your general funds. Autoscript may sue for the Price before title passes. If you refuse delivery without Autoscript's agreement, you must pay Autoscript's expenses or loss resulting from that refusal, including storage costs, until you accept delivery.
- 6 **ACCEPTANCE**
When you receive Product you must inspect it promptly, within any statutory reasonable period for inspection or rejection, if any. After this period, you will have accepted Product. If Autoscript agrees to the return of Product at its choosing, it must be in its original condition with packaging, a return note and proof of purchase, the return costs may also be payable by you
- 7 **WARRANTY**
Autoscript guarantees to you that Product (excl. 3rd Party Products which will have their own warranty) will be free from defects for 12 months from delivery and spare parts for 90 days from installation. Should Product be defective within this period, Autoscript will repair or replace Product within a reasonable time. You must allow Autoscript to examine Product at your or our premises (at our choosing). Autoscript owns any replaced Product or parts. All reasonable care and endeavour shall be used to resolve problems within a realistic period in the circumstances. Autoscript manufactures and repairs using components, which are new or equivalent to new in accordance with industry standards and practice. Autoscript does not give a warranty or guarantee protection for:
1. Damage caused by incorrect installation, use, modification or repair by any unauthorised 3rd party or yourself;
2. Damage caused by any party or other external force;
3. Fitness for any particular purpose;
4. 3rd Party Products and Software specified by you. You will receive the warranty for these products directly from their manufacturer or licensor;
5. Any instruction given by you and correctly performed by Autoscript.
- 8 **SERVICES**
Services will be provided by Autoscript or Service Provider. Response times are estimates and may vary according to the remoteness or accessibility of Product Location. Service may be provided via telephone, fax or internet where appropriate. If agreed and stated in Confirmation of Order, Service offering may include advice, installation, integration, disposal, training and/or consultancy. 3rd Party Products will be repaired according to manufacturer or licensor warranty.
- 9 **CUSTOM INTEGRATION**
Where you specify special custom integration, Autoscript will accept where possible, but reserves the right to refuse if the work is not technically feasible.
- 10 **LIABILITY**
Autoscript accepts liability for any private property loss or damage, death or personal injury caused by the negligence or deliberate misconduct of Autoscript, our employees, agents, subcontractors. Except for death/personal injury, this liability is limited to the lesser of £250,000 or price of goods purchased. Autoscript does not accept liability for 1) indirect or consequential loss, 2) loss of business, profits, salary, revenue, savings, 3) damage remedied by Autoscript within reasonable time, 4) loss avoidable by you through reasonable conduct, including backing up all data and following Autoscript's reasonable advice generally, 5) all items excluded from the Warranty of by Force Majeure
- 11 **INTELLECTUAL PROPERTY "IP"**
Autoscript indemnifies you from all costs and liabilities from any claim that use of Product infringes any 3rd Party IP. Autoscript may recall, exchange or modify Product or refund you. You indemnify Autoscript for anything you specify is integrated into Product in event of infringement. Autoscript is allowed to litigate, negotiate and settle claims and you must assist us at our expense (except where IP specified or owned by you is allegedly infringing). Autoscript retains all Autoscript-owned IP in Product.
- 12 **SOFTWARE**
Software not owned by Autoscript is supplied subject to licence and warranty of the Software Licensor. Autoscript encloses the Software licence that you require with the Product where necessary, you must comply with that licence.
- 13 **EXPORT CONTROL**
You acknowledge that Product may include technology and Software which is subject to US and EU export control laws and laws of the country where it is manufactured, delivered or used; you must abide by all these laws. Product may not be sold, leased or transferred to restricted end users or countries or for a user involved in weapons of mass destruction or genocide. You acknowledge that US and EU restrictions vary regularly and depending on Product, therefore you must refer to the current US and EU regulations.
- 14 **FORCE MAJEURE**
Autoscript is not liable for delays in performance (incl. delivery or service) caused by circumstances beyond its reasonable control and will be entitled to a time extension for performance; examples include strikes, supplier/transport/production problems, exchange fluctuations, governmental or regulatory action and natural disasters. If this lasts more than two months, this Agreement may be terminated by either party without compensation.
- 15 **CONFIDENTIALITY**
Each party must treat all information received from the other marked "confidential" or reasonably obvious to be confidential as it would treat its own confidential information.
- 16 **TERMINATION**
Autoscript may terminate this Agreement with written notice if you: 1) fail to pay on time and within 14 days of written notice, 2) breach or Autoscript suspects you have breached export control laws. Either party may terminate if the other: 1) commits a material or persistent breach of this Agreement and fails to remedy this within 30 days of written notice from the other; or 2) becomes insolvent or is unable to pay debts as they fall due
- 17 **YOUR OBLIGATIONS AS A CUSTOMER**
You are responsible for:
1. your own choice of Product and its suitability for purpose;
2. your telephone and postal charges in contacting Autoscript, if any;
3. any specifications & instructions given by you;

You must provide Autoscript with all reasonable courtesy, information, cooperation, facilities and access to enable Autoscript to perform duties, failing which Autoscript shall not be obliged to perform any service or assistance. You are responsible for the removal of products not supplied by Autoscript during service, the back up and confidentiality of all data in Product and all of your legal and regulatory requirements
- 18 **DATA PROTECTION**
Your data will be held and/or transferred in strict accordance with the applicable data protection laws and Autoscript's data protection, registration and you consent to this. You may instruct Autoscript not to use your data for direct marketing purposes.
- 19 **CONSUMER RIGHTS**
If you are a Consumer, you may cancel your purchase at any time within 7 days of receipt and receive a refund of the Price paid. To do this, you must inform Autoscript in writing and return the products immediately, in the same condition you received them and at your own cost and risk. Any statutory Consumer rights are unaffected by this Agreement.
- 20 **JURISDICTION**
English law and the exclusive court jurisdiction of the English courts will apply to this Agreement.
- 21 **MISCELLANEOUS**
If any part of the Agreement is found to be invalid or unenforceable by a court, the rest is unaffected. Autoscript may subcontract its obligations to a competent third party. Otherwise, neither party may assign or transfer any obligations or rights. All notices must be in writing (by hand, email, fax or 1st class post deemed delivered 48 hours after posting) and sent to a legal officer of either party.
- 22 **You can find all Autoscript policies and notices via www.autoscript.tv and you should refer to this site for any further updates.**

Thank you for doing business with Autoscript