

Terms and Conditions

1. We undertake to carry out the programme of work as scheduled on any quote we generate to the best of our ability, skill and resources.
2. We will use every reasonable endeavour to complete the project by the date shown, but this date is only an estimate and is not guaranteed.
3. Time lost as a result of suspension of work through circumstances beyond our control may be added to the specified project duration.
4. Invoices will be rendered at the end of each week for work done and any expenditure incurred to the end of that week. Payment becomes due upon receipt of invoice. Should you fail to pay within 30 days of receipt of the invoice we will be entitled to charge interest from the date the invoice was issued at a rate of 2.5% above HSBC's peak base rate since the date the invoice was issued or until the invoice is paid in full, whichever is the higher.
5. We will not give you nonexclusive rights to project reports, design drawings, circuit diagrams, intellectual property etc., until we have received all payments due and should payment be delayed by more than 90 days then these materials and intellectual property will at our discretion, permanently become our property to do as we see fit.
6. Amendments to the scheduled design brief may be cause for revision to this quotation and/or programme of work.
7. No amendment shall be incorporated into the project unless agreed in writing by both parties.
8. If an amendment considered by either party to be necessary for successful completion of the project results in an unacceptable revision to the quotation the project may be determined and payment shall be made for all work carried out by us and any expenditure committed by us or on our behalf up to the date of issue of the revised quotation.
9. You will be entitled to determine the project by giving one calendar month's notice in writing of your intent to do so. We reserve the right to terminate the project without liability by giving notice to you in writing should you go into liquidation, or fail to comply with the conditions of payment or if your company merges with or is taken over by any other party.
10. In the event of early project determination we will retain all fees and payments already made and we shall receive payment for all work carried out by us and expenditure committed by us or on our behalf up to the date of determination.
11. We undertake to maintain to the best of our ability commercial security on the project and on any confidential information we may obtain during the course of the project relating to your business affairs.
12. We will not be liable for any infringement of patents, copyright or registered designs, which may arise as a result of project work accepted and implemented by you.
13. We will not be liable for any loss, damage or injury resulting from alterations or amendments made by you or your employees to our work or instructions, nor for the effects of inaccurate execution or utilisation of such work, nor for defects in materials including, but not limited to, software, test or measurement equipment, manufacture or assembly.
14. In no event will we be liable to you for indirect or consequential losses resulting from this project.
15. It is your responsibility to examine any product resulting from this project to ensure as far as reasonably practicable that it will be safe and without risk to health when properly used.
16. It is your responsibility to examine any product resulting from this project to ensure that it satisfies any EMC regulations or other relevant legislation in force in the regions into which it will be located, sold or used. It is also your responsibility to identify any such EMC regulations or other relevant legislation in force in the regions into which it will be located, sold or used.
17. Product liability insurance is your responsibility.
18. Rights to any industrial property including patents, copyright and registered designs initiated by us as a result of and in the course of the project shall be retained by us until receipt of final payment. Upon such receipt we will give you nonexclusive rights to this industrial property. The costs of protection up to the date of project completion together with the assignment costs, will be included in the final payment due, after which you will be liable for all further costs.

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