

Terms and Conditions of Sale

LPRS Connected Solutions Ltd

1. About these terms

These Terms and Conditions of Sale apply to the sale and supply of products by LPRS Connected Solutions Ltd (the **Seller**) to business customers and, where expressly accepted by the Seller, other customers placing orders through the Seller's website, by email, by purchase order, or by any other agreed ordering method.

These terms are intended for publication on the Seller's website and to govern contracts for the sale of wired and wireless sensing products, gateways, accessories, related hardware, and associated items, including products commonly referred to as IoT sensors.

By placing an order, the customer agrees that these terms apply to the contract unless otherwise agreed in writing by the Seller.

2. Basis of contract

2.1 Any quotation given by the Seller is an invitation to treat and is not an offer capable of acceptance.

2.2 An order placed by the customer is an offer to purchase products subject to these terms.

2.3 A contract is formed only when the Seller accepts the order in writing, issues an order acknowledgement, dispatches the products, or otherwise confirms acceptance.

2.4 Any descriptive matter, samples, drawings, illustrations, data sheets, marketing material, website content, or technical information issued by the Seller is provided for general guidance only and does not form part of the contract unless expressly incorporated in writing.

2.5 No terms proposed by the customer shall apply unless expressly accepted in writing by the Seller.

3. Products

3.1 The Seller designs and manufactures wired and wireless sensors and related monitoring products for a range of applications.

3.2 The customer is responsible for satisfying itself that the products are suitable for its intended application, installation environment, integration, and use.

3.3 The Seller may make minor changes to products, specifications, firmware, packaging, or documentation where required to comply with applicable law, improve functionality, address supply chain constraints, or reflect good engineering practice, provided such changes do not materially reduce the overall performance of the products for their stated purpose.

4. Advisory use and application limits

4.1 Unless expressly stated otherwise in the applicable product specification, quotation, or written agreement, all products supplied by the Seller are designed and provided for **advisory use only** to indicate, estimate, or assist in assessing the condition, event, or parameter being monitored.

4.2 The products are not designed, supplied, or authorised for use as safety devices, emergency shutdown controls, fail-safe mechanisms, life-support equipment, critical alarm systems, or in any safety-critical, mission-critical, or high-risk application where failure, inaccuracy, delay, interruption, or unavailability could result in death, personal injury, environmental harm, or substantial property or economic loss.

4.3 The products are not a substitute for direct inspection, in-person verification, independent testing, or professional judgment by an appropriately qualified person.

4.4 The customer must ensure that all product outputs, alerts, data, and indications are independently reviewed, validated, and interpreted by suitably qualified personnel before any operational, maintenance, compliance, safety, financial, or other consequential decision is made.

4.5 The customer shall be solely responsible for the final use of the products and for implementing any redundancy, supervision, inspections, alarms, safety interlocks, or manual checking procedures appropriate to its application.

5. Orders and specifications

5.1 The customer must ensure that the terms of its order and any applicable specification, quantities, delivery details, and configuration requirements are complete and accurate.

5.2 The Seller may reject any order at its discretion.

5.3 Any request to vary or cancel an order must be made in writing and shall only take effect if accepted by the Seller in writing. The Seller may charge for any costs, work in progress, committed materials, or losses resulting from the variation or cancellation.

6. Price

6.1 The price of the products shall be the price stated in the Seller's quotation, order acknowledgement, or, if no price is quoted, the Seller's current price at the date of acceptance.

6.2 Unless otherwise stated, prices are exclusive of VAT, duties, levies, shipping, insurance, installation, commissioning, and any other taxes or charges, all of which shall be payable by the customer.

6.3 The Seller may correct any typographical, clerical, or other obvious error in pricing or descriptions at any time before dispatch.

7. Payment

7.1 Unless otherwise agreed in writing, payment is due in full within 30 days of the invoice date.

7.2 Time for payment is of the essence.

7.3 If the customer fails to make payment when due, the Seller may, without prejudice to any other right or remedy:

- charge interest on overdue sums at 4% per annum above the Bank of England base rate, accruing daily until payment is made; and
- suspend further deliveries, support, or performance under any contract with the customer.

7.4 The customer shall pay all amounts due in full without set-off, counterclaim, deduction, or withholding, except as required by law.

8. Delivery

8.1 Any delivery date is an estimate only unless expressly agreed in writing as binding.

8.2 Delivery shall take place at the location agreed between the parties or, where applicable, on collection by the customer or its carrier.

8.3 Risk in the products passes to the customer on delivery.

8.4 The Seller shall not be liable for delay in delivery caused by events beyond its reasonable control, including component shortages, transport disruption, force majeure events, acts of government, customs delays, or carrier failure.

8.5 The Seller may deliver in instalments.

9. Title

9.1 Title to the products shall not pass to the customer until the Seller has received payment in full for the products and all other sums due from the customer.

9.2 Until title passes, the customer shall store the products separately, keep them identifiable as the Seller's property, maintain them in satisfactory condition, and insure them for their full price.

9.3 If payment is overdue, the Seller may require the customer to return products to which title has not passed and may enter any premises of the customer or third party to recover them, to the extent permitted by law.

10. Inspection and acceptance

10.1 The customer must inspect the products on delivery.

10.2 The customer must notify the Seller in writing of any shortage, transit damage, visible defect, or non-conformity within 5 business days of delivery.

10.3 The customer must notify the Seller of any latent defect within a reasonable time after discovery and in any event promptly after it ought reasonably to have been discovered.

10.4 If the customer fails to give notice in accordance with this clause, the products shall be deemed accepted to the extent permitted by law.

11. Warranty

11.1 Subject to the remaining provisions of these terms, the Seller warrants that on delivery and for a period of 12 months from delivery, the products shall materially conform to the Seller's written specification and be free from material defects in materials and workmanship under normal and proper use.

11.2 The Seller's sole obligation under the warranty shall be, at its option, to repair, replace, or refund the price paid for the defective products.

11.3 The warranty does not apply where any defect arises from:

- fair wear and tear;
- misuse, neglect, accident, abnormal operating conditions, improper storage, or improper installation;
- use outside the product documentation, specification, or intended operating environment;
- integration with third-party hardware, software, networks, or power supplies not approved by the Seller;
- modification, alteration, repair, calibration, or tampering by any person other than the Seller or its authorised representative; or
- consumable parts, batteries, or items with a naturally limited service life, except to the extent caused by a defect in materials or workmanship.

11.4 The customer must give the Seller a reasonable opportunity to examine the affected products and, if requested, return them at the customer's cost for inspection. If the warranty claim is accepted, the Seller shall reimburse reasonable return carriage.

12. Technical data and connectivity

12.1 Any performance figures, battery life estimates, signal coverage information, sensing ranges, communication reliability data, environmental tolerances, and similar technical information are indicative only unless expressly stated otherwise in writing.

12.2 Product performance may be affected by installation method, radio conditions, network availability, power quality, environmental factors, maintenance practices, and other variables outside the Seller's control.

12.3 Where products depend on third-party communications services, cloud platforms, SIM services, local area networks, gateways, or customer systems, the Seller does not warrant uninterrupted availability or compatibility except as expressly agreed in writing.

13. Networks and third-party services

13.1 Where any product relies on NB-IoT, LTE-M, cellular, LoRaWAN, Wi-Fi, Ethernet, internet, cloud, gateway, SIM, or any other third-party network or communications service, such services are outside the Seller's direct control. The Seller does not guarantee the ongoing availability, coverage, performance, compatibility, security, or continuity of any such network or service.

13.2 The Seller shall not be liable for any delay, interruption, outage, degradation, suspension, withdrawal, reconfiguration, technical change, or other failure affecting any third-party network or service, including any change in technology standards, frequency bands, operator policies, service availability, tariffs, roaming arrangements, or regulatory requirements.

13.3 The customer remains responsible for selecting and maintaining suitable connectivity, subscriptions, tariffs, gateways, local infrastructure, fallback arrangements, and operational procedures appropriate to its application.

13.4 Without limiting any other exclusion or limitation of liability in these terms, the Seller shall not be responsible for any loss, damage, cost, or expense arising from any network or third-party service issue beyond the Seller's reasonable control.

14. Tooling and non-recurring engineering

14.1 In this clause, Tooling means any molds, jigs, fixtures, test rigs, assembly aids, programming fixtures, custom enclosures or parts, or other physical or digital tools created or sourced in connection with the products. NRE means any non-recurring engineering, design, development, prototyping, programming, configuration, testing, documentation or similar work carried out by the Seller.

14.2 Unless expressly agreed otherwise in a separate formal written agreement signed by authorised representatives of both parties, all Tooling, NRE, designs, drawings, models, CAD files, firmware, software, documentation, data, know-how and other intellectual property created, developed, modified or used by the Seller in connection with Tooling or NRE shall remain the sole property of LPRS Connected Solutions Ltd. No payment by the customer for Tooling or NRE transfers ownership of any intellectual property or confers any licence beyond the limited right to purchase and use the resulting products supplied by the Seller.

14.3 Any transfer of ownership of Tooling or intellectual property, assignment of rights, or grant of special or extended licence rights, including exclusivity, must be set out in a separate formal written agreement signed by authorised representatives of both parties. For the avoidance of doubt, emails, quotations,

purchase orders, informal correspondence, or verbal discussions shall not constitute such an agreement.

14.4 Where Tooling or NRE relates to any modification, enhancement or addition to the Seller's standard products or enclosures, including for example a custom insert, bracket, mounting feature, enclosure variant or accessory, any payment by the customer for the design, development or manufacture of such modification does not grant the customer exclusivity over that modification or over any resulting product, unless exclusivity is expressly agreed in a separate formal written agreement signed by authorised representatives of both parties.

14.5 Subject to any separate formal written agreement to the contrary, the Seller may reuse, further develop, adapt and supply any Tooling, NRE output, design or modified or enhanced product for other customers and applications. The customer acknowledges that any contribution it makes to the specification or functional requirements of Tooling or NRE does not, in itself, give the customer any ownership or exclusivity in relation to the underlying design or implementation.

14.6 If the customer provides its own pre-existing designs, logos, trade marks, specifications or other materials for incorporation into the products, ownership of those pre-existing materials shall remain with the customer or its licensors, but the customer grants the Seller a non-exclusive, royalty-free licence to use such materials to the limited extent necessary to perform the Tooling, NRE and supply the products.

15. Returns

15.1 Products may not be returned without the Seller's prior written authorisation.

15.2 The Seller may apply a restocking charge to non-defective returned products and may refuse returns of custom, configured, calibrated, programmed, or made-to-order items.

16. Intellectual property

16.1 All intellectual property rights in the products, software, firmware, drawings, documentation, designs, and related materials remain vested in the Seller.

16.2 Any ideas, suggestions, requirements, specifications, requests for variants, or other input provided by the customer in relation to the products shall not, by reason only of being provided or acted upon by the Seller, transfer ownership of any intellectual property to the customer. Unless expressly agreed in a separate formal written agreement signed by authorised representatives of both parties, all intellectual property in any product variant, modification, enhancement, configuration, design work, tooling,

firmware, software, drawing, or related material developed by or for the Seller shall remain vested in LPRS Connected Solutions Ltd.

16.3 Unless otherwise agreed in writing, the customer receives only a non-exclusive right to use the products and any embedded software for its internal business purposes in connection with the products supplied.

16.4 Clause 14 sets out additional provisions relating to ownership and use of Tooling, NRE and related intellectual property.

17. Liability

17.1 Nothing in these terms excludes or limits liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, or any other liability that cannot lawfully be excluded or limited.

17.2 Subject to clause 17.1, the Seller shall not be liable for any indirect, special, incidental, or consequential loss, or for loss of profit, loss of revenue, loss of business, loss of contracts, loss of anticipated savings, loss of data, loss of goodwill, or business interruption.

17.3 Without prejudice to clause 13, and subject to clauses 4, 11 and 17.1, the Seller's liability for any defect or failure in the products shall be limited to the remedies expressly set out in these terms.

17.4 Without prejudice to clause 13, and subject to clauses 4 and 17.1, the Seller's total aggregate liability arising out of or in connection with any contract, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution, or otherwise, shall not exceed the amount paid by the customer for the specific products giving rise to the claim.

17.5 The customer acknowledges that the exclusions and limitations in these terms are reasonable, having regard in particular to the nature of the products, the intended advisory-use basis on which they are supplied, and the customer's ability to insure against losses and to implement independent checks and safeguards.

18. Customer responsibilities and indemnity

18.1 The customer shall:

- use the products only in accordance with the applicable documentation and all laws, regulations, and industry standards;

- ensure proper installation, commissioning, maintenance, supervision, and periodic testing;
- maintain appropriate backup systems, manual inspection routines, and independent safety measures where the consequences of product failure, inaccurate readings, or connectivity loss could be significant; and
- ensure that all users of the products are appropriately trained.

18.2 The customer shall indemnify and keep indemnified the Seller against all losses, claims, liabilities, costs, and expenses arising from or connected with:

- the customer's misuse of the products;
- use of the products in breach of clause 4;
- modification or combination of the products with other items not supplied or approved by the Seller; or
- the customer's failure to comply with applicable laws, regulations, or installation requirements.

19. Compliance and export

19.1 The customer shall comply with all applicable import, export, sanctions, and re-export laws and regulations relating to the products.

19.2 The Seller may refuse, delay, or cancel supply where required for compliance purposes.

20. Force majeure

The Seller shall not be in breach of contract or otherwise liable for any failure or delay in performing its obligations if such failure or delay results from events beyond its reasonable control.

21. Data protection

Where the Seller processes personal data in connection with the sale or support of products, it shall do so in accordance with its applicable privacy notice and data protection law.

22. Termination

If the customer becomes insolvent, enters administration or liquidation, ceases or threatens to cease trading, or commits a material breach of these terms, the Seller may terminate the contract or suspend performance immediately by written notice.

23. General

23.1 No failure or delay by the Seller to exercise any right or remedy shall operate as a waiver.

23.2 If any provision of these terms is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

23.3 The customer may not assign, transfer, charge, or otherwise deal with any of its rights or obligations without the Seller's prior written consent.

23.4 A person who is not a party to the contract shall not have any right to enforce any term of the contract under the Contracts (Rights of Third Parties) Act 1999.

23.5 These terms may be updated by the Seller from time to time for future contracts by posting the revised version on its website.

24. Governing law and jurisdiction

These terms and any dispute or claim arising out of or in connection with them or their subject matter shall be governed by the laws of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction, except that the Seller may bring proceedings for debt recovery or injunctive relief in any court of competent jurisdiction.

25. Website publication details

For website publication, these terms should be accompanied by the Seller's full registered company name, registered office address, company registration number, place of registration, contact email address, and VAT number (if applicable).

26. Important note

These terms are provided as a practical draft for website use and should be reviewed by a qualified solicitor before publication or use, particularly to confirm suitability for the Seller's sales model, customer types, warranty position, export markets, any consumer sales, and any related subscription or connectivity services.