FUTURE MOBILITY

Future Mobility Ltd – Conditions of Sale

1. WORDS AND PHRASES

In these conditions:

"CUSTOMER'S EQUIPMENT" means the equipment or material belonging to you, or for which you request us to provide the Supply.

"SUPPLY" or "SUPPLIES" means the engineering services, goods and associated supplies as set out in our quotation or other agreed documents or discussions between us.

"We", "us" and "our" means Future Mobility Ltd and its subsidiaries.

"You" and "your" means the person or company to which we are providing the Supply.

"RECIPIENT" means the person or company to which we are providing the Supply.

2. INCORPORATION OF CONDITIONS

a) Any contract or arrangement for Supplies made between you and us shall be subject to these conditions, and any terms you put forward do not apply.

b) All other terms and conditions which might be implied by conduct or a previous course of dealing or trade custom are excluded.

c) No amendment or change shall be made except in writing signed by one of our directors.

3. QUOTATIONS/PRICES

a) Our quotation indicates the terms on which you may place an order, but no order will be binding unless accepted by us.

b) Quotations assume the requested specification is reasonably capable of being provided. If not, we will notify you and may offer alternative goods or services. Prices assume materials you supply are satisfactory and free from defects.

c) If repairs are requested without specific instructions, we may carry out work we consider necessary and charge accordingly.

d) If an order is placed within 30 days of quotation, the price is fixed unless otherwise stated. After 30 days, changes in material, labour, transport or overhead costs will be reflected in the price.

e) If performance or delivery is postponed at your request or due to your actions, you will pay resulting costs.

f) All work carried out at your request, including exploratory work or overtime, will be chargeable.

g) The contract is conditional on you securing any required export licence before delivery.

h) Quotations are confidential between Future Mobility Ltd and the Customer and may not be disclosed without written permission.

4. WORK ON SITE

If Supplies are provided on your premises or another site, you must provide safe access, suitable storage and protection of our goods and equipment. You must comply with all Health & Safety legislation, obtain necessary consents, ensure the site is safe, and hold us harmless from any consequences of non-compliance.

5. PAYMENT

a) Credit terms are available only to customers with an approved credit limit.

b) Where credit terms apply, invoices are due 30 days net monthly. Otherwise, pro-forma invoices require immediate payment. All payments are in Pounds Sterling.

c) Overseas orders require a confirmed irrevocable letter of credit unless agreed otherwise.

d) Overdue payments may result in suspended deliveries and interest at 4% per annum above HSBC base rate, compounded monthly.

e) Goods remain our property until full payment is received.

f) All prices are exclusive of VAT and any other applicable taxes.

6. DESIGNS, DRAWINGS AND SPECIFICATIONS

a) You are responsible for the completeness and accuracy of any designs or data you supply. You will hold us harmless against any resulting third-party claims.

b) You will respect the confidentiality and ownership of all our intellectual property.

c) Recommendations or advice given without charge are given without responsibility.

d) All software provided by Future Mobility Ltd is licensed only when hardware is supplied by Future Mobility Ltd or its authorised subcontractor.

7. WARRANTY

a) All products carry a 12-month return-to-base (Congleton, UK) repair warranty under Future Mobility Ltd.

b) You are responsible for installation and testing unless otherwise agreed.

c) You must ensure Supplies are suitable for your purposes.

d) All implied warranties are excluded to the extent permitted by law.

8. DELIVERY

a) Delivery times are estimates unless specifically agreed in writing.

b) Charges apply for additional tests or trial runs at your request.

c) Supplies are provided 'ex-works' unless agreed otherwise. We can arrange carriage and insurance at your cost.

d) Loading and unloading are your responsibility.

e) For goods sent abroad, you must obtain any required import licence.

9. LIMITATION OF LIABILITY

a) We are liable for death or personal injury resulting from our negligence. We may also be liable under relevant legislation where liability cannot be excluded.

b) Except as set out above:

i) Our maximum liability for direct loss or damage is limited to the contract value or £100,000, whichever is lower, unless a court specifies otherwise.

ii) We are not liable for loss of profit, contracts, production or any indirect or consequential loss.

c) We accept no responsibility for defects in customer-supplied materials.

d) Liability for accidental damage to Customer's Equipment while at our works or in transit in our vehicles is limited to £10,000.

e) These limitations apply to all claims, including negligence.

f) Increased liability may be agreed subject to additional charges.

10. UNFORESEEN EVENTS

We are not liable for failure to perform where caused by events outside our reasonable control.

11. TERMINATION

a) We may terminate the contract if you fail to comply within 7 days of notice, or immediately if insolvency or related proceedings arise.

b) On termination, we may remove our equipment and you remain liable for unpaid sums and Supplies completed to date.

12. DISPUTES

a) Technical disputes will be referred to an independent expert appointed in accordance with IET procedures.

b) The expert's report is conclusive unless otherwise agreed.

c) All other disputes (except actions for payment) shall be resolved by the Courts of England.

13. GENERAL

a) You may not assign your rights without our consent. We may subcontract as required.

b) Any waiver does not constitute a waiver of future failures.

c) This contract is the entire agreement between us.

d) If any provision is invalid, the remainder remains enforceable.

e) English law governs this contract.

14. STORAGE

If goods are not despatched within 14 days of notification, you must take delivery or arrange storage. Otherwise, we may store goods at your cost.

15. DATA PROTECTION

Our general privacy policy is available on request from Future Mobility Ltd.

16. EXPORT CONTROL COMPLIANCE

a) If the Recipient transfers any goods (hardware, software, technology and associated documentation, regardless of format) supplied by **Future Mobility Ltd**, or any works or services (including technical support) performed by **Future Mobility Ltd**, to any third party, the Recipient must comply with all applicable national and international export and re-export control regulations. This includes, without limitation, the regulations of the United Kingdom, the European Union, and the United States of America.

b) Before transferring any such goods, works or services to a third party, the Recipient shall ensure and certify that:

i) The transfer, brokering of related contracts, or provision of economic resources will not breach any embargo imposed by the European Union, the United States of America, or the United Nations. This includes adherence to domestic restrictions and prohibitions on circumventing embargo measures.

ii) The goods, works or services are not intended for use in armaments, nuclear technology, weapons, or any restricted end-use, unless the necessary authorisations have been obtained in advance.

iii) All applicable Sanctioned Party Lists issued by the European Union and the United States of America have been reviewed, and no prohibited entities, persons, or organisations are involved in the proposed transfer.

c) If required to facilitate export control checks by competent authorities or by **Future Mobility Ltd**, the Recipient shall promptly provide all requested information relating to the end customer, final destination, intended end use, and any existing export restrictions.

d) The Recipient shall indemnify and hold harmless **Future Mobility Ltd** against all claims, actions, fines, losses, costs or damages arising from the Recipient's failure to comply with applicable export control regulations. The Recipient shall reimburse **Future Mobility Ltd** for all related expenses.

e) **Future Mobility Ltd** shall not be required to fulfil any obligation under this agreement if performance is restricted or prevented by national or international trade or customs regulations, embargoes, or other sanctions.

ADDITIONAL TERMS FOR ENGINEERING WORK

All engineering work is offered on an hourly-rate basis. Travel time is chargeable. Standard rates:

- Hourly rate: £140/hour

- Mileage: 70p per mile

- Subsistence and expenses: cost + 10% admin fee

Overtime factors and maximum working-time rules remain as stated, with Future Mobility Ltd enforcing an upper limit of 16 hours per day “base to base” and minimum 8-hour rest.

Warranty: If a part is covered under warranty, labour charges still apply.