Labcenter Electronics Ltd
The Stables
Hartlington Hall Estate
Nr. Burnsall
BD23 6BY
+44 (0) 1756 753 440

Terms and Conditions

1. DEFINITIONS

In these Conditions “Company” means Labcenter Electronics Ltd.; “Purchaser” means the person, firm or body corporate to whom the Company supplies Goods; “Goods” includes any software, hardware or associated materials supplied by the Company; “Software” means the software supplied as part of or in connection with the Goods and governed by the End User Licence Agreement (EULA); and “Licence” means the EULA which governs the legal use of the Software. Processing of personal data is governed by the Company’s Privacy Policy as published at www.labcenter.com/info (or such other URL as the Company may notify).

Physical Custody" has the meaning given in Section 2 of the EULA. "Single Physical Site" has the meaning given in Section 1.4 of the EULA.

2. APPLICABLE CONDITIONS

2.1 All orders are accepted and all Goods are supplied by the Company subject to these Conditions.

2.2 No other conditions (including any written terms and conditions of the Purchaser) will apply (except the conditions of the Licence) unless they are confirmed in writing by the Company.

2.3 No variations of these Conditions shall be effective unless a Director of the Company or nominee confirms it in writing on behalf of the Company.

These Terms govern the commercial relationship between the Company and the Purchaser. All Software supplied is subject to the End User Licence Agreement (EULA)

2A. SOFTWARE DELIVERY

The licensing mechanisms described in this section are subject to the End User Licence Agreement (EULA). Where this section conflicts with the EULA on matters of licence scope or technical restriction, the EULA shall prevail.

2A.1 Methods of Supply

The Software may be supplied (a) as a physical package including media and printed material; (b) by electronic download with licensing credentials; (c) via a LAN or WAN server licensing utility deployed on the Purchaser’s own infrastructure; or (d) through the Company’s cloud-based licensing portal or other remote entitlement mechanism.

2A.2 Delivery of Electronic Supply

For electronically supplied Software, delivery is deemed to occur when the Company provides the relevant licence credentials, licence keys, activation codes or access instructions to the Purchaser.

2A.3 Licence Terms Governed by EULA

The use of the Software, including the scope of licence rights, permitted users, entitlement mechanism, hardware or cloud authentication requirements, and any limitations on deployment, is governed exclusively by the End User Licence Agreement (“EULA”), which is incorporated into these Conditions by reference. In the event of any inconsistency between these Conditions and the EULA in relation to software usage rights, the EULA shall prevail.

2A.4 Cloud Operation and Administration

Continued use of the cloud licensing portal requires an active entitlement. Where maintenance lapses,

the Company may migrate the Purchaser to a lower service tier on a best-efforts basis. The Purchaser is responsible for administering user access and ensuring that only authorised users are assigned licences. Changes to user assignments are an enforcement of licence scope and do not constitute a service issue or interruption.

3. PRICES

3.1. Prices are exclusive of

(a) Any Value Added Tax which (if applicable) shall be paid by the Purchaser at the rateat the time of payment.

(b) Delivery charges and costs of insurance of the Goods in transit.

(c) Customs duties.

(d) All taxes, charges, porterage and all other imports payable in the country of delivery.

(e) Storage, handling and administrative charges.

3.2. The Company may alter the delivery charges by giving not less than 48 hours written notice to the Purchaser and such alteration may be made after the commencement of the transit of the Goods. All rates and charges when delivery is outside the United Kingdom are liable to be increased without notice.

3.3. Unless expressly stated otherwise, all prices for Goods are at the Company's list price and may vary from time to time.

3.4 Unless otherwise agreed in writing, all prices are quoted and payable in Great British Pounds (GBP). For international orders the Company may quote in USD, EUR or a local currency at its discretion. Where quoted in an alternative currency, the exchange rate is fixed at the time of quotation.

4. PAYMENT

4.1. The Purchaser shall pay the Company for the Goods in advance of software download for online orders or, subject to agreement, 30 days from the date of the Company's invoice where the software is physically shipped to the Purchaser.

4.2. The Purchaser shall pay interest to the Company on any overdue amount from the due date until the dated payment at the rate of 2% per cent per year above the base lending rate of Barclays Bank from time to time.

4.3. The Purchaser may not by reason of any claim against the Company withhold payment of the price of the Goods, or claim any right of set-off against any payment due to the Company under this or any other contract.

4.4. The Company may appropriate any payment made by the Purchaser toward, the satisfaction of any invoice outstanding from time to time as the Company in its absolute discretion thinks fit.

4.5. If the Purchaser fails to make any payment due to the Company on the due date:

4.5.1. The entire balance outstanding on all invoices from the Company to the Purchaser that become payable in full to the Company immediately without further demand, despite any provisions to the contrary in any invoice or otherwise; and

4.5.2 The Company may, without prejudice to any other right or remedy available to it :-

(a) Delay or withhold or suspend delivery under, or cancel, any or all orders and/or contracts with the Purchaser and/or

(b) Retain any amount already paid to if by the Purchaser.

4.6. If the Purchaser delays or requests delay in payment for any of the Goods, for whatever reason, or in any way defaults in its obligations to the Company, or the Company has any reason to believe that the Goods are in jeopardy or that the Purchaser is unable to pay for the Goods then (without prejudice to any other rights) the Company may (as it deems appropriate in the circumstances):-

(a) Claim interest at a rate and in accordance with Condition 4.2 above and damages with interest thereon:

(b) Recover the Goods at the Purchaser's expense; and/or

(c) Demand and receive payment in respect of the Goods already supplied.

4.7. As and when any of the termination events specified in Condition 10 occur, payment of the price for any Goods in respect of which payment has not been made shall become immediately due (despite any credit period allowed by the Company) and the Purchaser shall cease to have any right to use, sell or otherwise dispose of these Goods unless and until it has paid for them in full.

5. REPRESENTATIONS

Whilst the Company makes every precaution in the preparation of its brochures, data sheets, price lists, and other literature, these documents and the particulars in them are for the Purchaser's general guidance only. They shall not constitute representations by the Company and the Company shall not be bound by them.

6. RISK AND RETENTION OF TITLE

6.1. Risk in the Goods shall pass to the Purchaser when the goods are delivered to the Purchaser or its agent.

6.2. Despite Condition 6.1, title to the Goods will not pass to the Purchaser until the Company has received payment in full of all sums due to it from the Purchaser, whether for those particular Goods or otherwise.

6.3. Until title in the Goods passes, the Purchaser shall:

(a) Hold the Goods as bailee for the Company and take proper care of them.

(b) Store or keep the Goods separately so as to show clearly that they belong to the Company.

(c) Not sell or part with possession of the Goods except for sales in the ordinary course of the Purchasers business.

(d) Comply fully with all storage safety and/or environmental requirements applicable to or marked on the Goods specified by the Company and/or required by law.

(e) Keep the Goods free from any mortgage, charge, lien or other encumbrance.

(f) Not remove, alter, obscure, or otherwise interfere with any identifying marks, label, or storage instructions placed on the Goods or their packaging by the Company.

6.4. Before title has passed to the Purchaser and without prejudice to any of its other rights, the Company may repossess and/or sell the Goods or any at them at any time and the Company's

employee or agents may enter upon any or all of the Purchasers premises or vehicles for that purpose, with or without vehicles. This right and licence shall continue after and despite the termination for any reason of any contract and is without prejudice to any accrued right of the Company under such contract.

6.5. Until title in the Goods passes to the Purchaser, the Purchaser shall so long as the Goods are in the Purchaser's possession, custody or control:-

6.5.1 Keep the Goods (and all goods, equipment and other items together with which the Goods are stored) insured at the Purchaser's expense with an insurer of good repute against all insurable risks including (but not limited to) loss or damage by fire or theft for an amount not less than the total of:-

(a) The Company's list price (which may vary from time to time) of the Goods: and

(b) The cost or current market value of other goods, equipment and other items with which the Goods are stored.

6.5.2. Promptly on the Company's request send to the Company a total of all the relevant policies of insurance and proof of payment at all premiums due in respect of them;

6.5.3. In the event of a claim, pay to the Company immediately on receipt of the proceeds of the claim, such proportion as relates to the Goods; and

6.5.4. Keep the Company fully indemnified in respect of any loss or damage to or deterioration of any of the Goods.

7. DELIVERY ARRANGEMENTS

7.1. Delivery dates are approximate only, dependant on whether the software is electronically or physically delivered, and, whilst the Company will use all reasonable endeavours to meet such dates, the Company will not accept responsibility or liability if any delivery dates are not met.

7.2. The Company may, without prejudice to any rights it may otherwise have in respect of undespatched Goods:

(a) Deliver any portion of the Goods ordered: and

(b) Invoice the Purchaser separately for each such delivery.

7.3. The Company shall have no liability to the Purchaser for any claim for short delivery or loss or damage upon delivery unless it is notified to the Company within 7 days of delivery.

7.4. The Company shall have no liability, to the Purchaser for claim for non-delivery unless it Is notified by the Purchaser In writing to the Company within 10 days of the date of the invoice in respect of the Goods.

7.5. If the Purchaser does not by the agreed date for delivery give all instructions reasonably required by the Company, or otherwise causes or requests delay in delivery, the Purchaser shall pay to the Company all storage and other charges incurred by the Company arising from such delay immediately on demand.

7.6. If delivery of Goods is to a mutually agreed written schedule, each instalment shall be deemed to be a separate sale and the default of the Company in respect of any one or more instalments shall not entitle the Purchaser to repudiate the contract with regard to all or other instalments.

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8. WARRANTY

8.1 The Company warrants that for a period of 90 days after the date of delivery to the Purchaser (the Warranty Period) 'the Goods are substantially free from defects in materials and workmanship.

8.2. The Purchaser's sole and exclusive remedy for any breach of this warranty is the repair or replacement of the Software. No refund, damages or other remedy shall be due..

8.3 Warranty claims must be made in writing to the Company during the Warranty Period within seven days of the first observation of the defect, accompanied by evidence satisfactory to the Company. The Purchaser may return the defective Goods to the Company at the Purchasers expense.

8.4 No representation or warranty is given by the Company as to the suitability or fitness of the Goods for any purpose.

8A. SOFTWARE MAINTENANCE AND UPDATES

8A.1 The perpetual licence grants the right to use the Software indefinitely. Software updates and enhancements are not included in the licence itself but are provided under a separate maintenance entitlement. Maintenance is distinct from the licence model. It does not convert a locally hosted licence into a cloud licence and does not provide access to the cloud licensing portal unless the Purchaser already holds a Cloud Licence.

8A.2 An initial maintenance period is included with the purchase of the Software. For Single-User Licences, the initial maintenance period is six (6) months, and for LAN Server or WAN Server Licences the initial maintenance period is twelve (12) months.

8A.3 During a valid maintenance period the Purchaser is entitled to receive all updates, upgrades, new features, enhancements, patches and bug fixes released during that period, including major version upgrades.

8A.4 Upon expiry of the maintenance period, the Purchaser may renew maintenance for further periods at the Company's then-current rates.

8A.5 If maintenance is allowed to lapse and is later renewed, a reinstatement charge or uplift may be applied to re-enter maintenance. The Purchaser is not entitled to renew at the ordinary renewal rate after a lapse unless the Company expressly waives the reinstatement requirement.

8A.6 Maintenance does not obligate the Company to develop specific features or enhancements, but entitles the Purchaser to receive those features and improvements made generally available during the period of valid maintenance.

8A.7 Upon expiry or non-renewal of maintenance, the Purchaser retains the right to continue using the last version of the Software received during the valid maintenance period. However, no further updates, upgrades, enhancements or technical support will be provided unless maintenance is subsequently renewed.

8B. HARDWARE DONGLE REPLACEMENT

The Company is under no obligation to replace a lost, stolen or damaged hardware dongle. Where a replacement is offered, it is provided entirely at the Company's sole discretion and may be refused for any reason. Any replacement dongle is chargeable to the Purchaser, including all hardware costs, programming costs, handling charges, shipping fees, taxes and import duties.

Where a dongle is reported as damaged, the Company may require photographic evidence of physical damage or the return of the damaged unit to a location specified by the Company before any replacement is considered.

Where a dongle is reported as stolen, the Company may require a valid crime reference number or equivalent police report. The Purchaser remains responsible for all costs associated with any replacement process.

Providing a replacement dongle does not reinstate any prior period during which Physical Custody was not held and does not retroactively revive the Licence for any intervening period.

8C. TECHNICAL SUPPORT

8C.1 Technical support is available to all users, but priority is given to Purchasers with an active maintenance entitlement.

8C.2 Support covers assistance with installation, configuration and normal operation of the Software.

8C.3 Support does not include custom circuit design, PCB layout services, consultancy, training, or general electronics tuition.

8C.4 Support is provided in English by email or web portal during UK business hours (09:00–17:00 GMT/BST, Monday–Friday, excluding UK public holidays).

8C.5 The Company provides support on a best-efforts basis and does not guarantee response times or resolution times.

8C.6 Where a fix requires a software update, the Purchaser must have an active maintenance entitlement. Fixes are not retrofitted to older versions.

9. TERMINATION

9.1 If:-

(a) The Purchaser defaults or commits any breach of any of its obligations to the Company, or ceases or threatens to cease to carry on its business or a substantial part of it;

(b) Any distress or is levied on any of the Purchaser's property;

(c) In respect of the Purchaser (being an individual) an application is made under section VIII of the insolvency act, or if the Purchaser otherwise makes or offers to make any arrangement or composition with its creditors, or a bankruptcy petition is presented to the court;

(d) in respect of the Purchaser (being a company) a proposal is made under Part 1 of the Act, or any resolution or petition to wind up the Purchaser is passed or presented, or a receiver or administrative receiver is appointed over the Purchaser's undertaking, property or assets or any material part of them, or a petition is presented to the court for an administrative order;

(e) the Purchaser takes or suffers any similar or analogous action due to debt in any relevant jurisdiction, or commits a breach of any contract made under these conditions the Company may (without prejudice to any of its other rights) suspend further deliveries to the Purchaser and/or (by notice in writing to the Purchaser) terminate any contract with the Purchaser.

9.2. Upon termination of any contracts pursuant to Condition 10.1, any indebtedness of the Purchaser to the Company shall become due and payable immediately and the Company shall be relived of any further obligation to supply any Goods to the Purchaser under such contracts.

10. LIABILITY OF THE COMPANY

10.1. Nothing in these conditions shall exclude or restrict the Company's liability for death or personal injury resulting from its negligence.

10.2. The Purchaser acknowledges that the price of the Goods would be higher were the following exclusions not agreed.

10.3. Subject to Clause 11.1

10.3.1. Except as expressly provided in these Conditions, the Company shall not be liable to the Purchaser for any loss of profit, loss of business, loss of contracts, loss of data or any indirect, incidental, special or consequential loss or damage, whether caused by negligence or otherwise.

10.3.2. Where liability is accepted by the Company under these Conditions the Company's only obligation shall be, at its option, to replace or repair any Goods found to be damaged or defective and/or to refund the cost of such Goods to the Purchaser.

10.3.3 The total aggregate liability of the Company under these Conditions with respect to the supply or use of the Software Licence is limited to the original purchase price of the Licence..

10.4 For the avoidance of doubt, maintenance fees, subscription fees or cloud access fees do not increase or extend this liability cap, and no additional liability arises in respect of the Entitlement mechanism or the method by which the Licence is delivered or administered.

11. FORCE MAJEURE

11.1 The performance of all contracts is subject to variation or cancellation by the Company owing to:

11.1.1 Any Act of God, war, strike, fire, flood, drought, tempest or any other cause beyond the control of the Company; or

11.1.2 Any inability by the Company to procure materials or articles required for the performance of the contract.

11.2 The Company shall not be liable for any inability to deliver or to perform its obligations caused by any such event.

12. INTELLECTUAL PROPERTY AND THIRD PARTY RIGHTS

12.1 The Company shall indemnify the Purchaser for any loss, damage, demand, claim, cost and/or expense suffered or incurred by the Purchaser as a direct result of claim for any infringement or alleged infringement of any intellectual property right or any third party (whether in the United Kingdom or elsewhere) resulting from the authorised conventional and expected use of the Goods, provided that the Purchaser:

12.1.1 Gives prompt notice in writing to the Company or any such third party claim and giving full details of it

12.1.2 Makes no admission of liability without the Company's consent; and

12.1.3 Allows the Company, if so required, to have sole conduct and control of the defence of any such claim (at the Company's own expense) and the Purchaser shall give the Company all assistance reasonably required in connection therein.

12.2. All intellectual property rights in the Goods shall remain the property of the Company.

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13. NOTICES

Except as expressly stated otherwise in these Conditions, any notice required to be given under these Conditions shall be in writing in English and shall be given by:-

13.1 Delivering it personally to the relevant party; or

13.2 Sending it by prepaid first class post (or by airmail if sent abroad to the last known address to the relevant party; or

13.3 Sending it by electronic mail which may from time to time be notified by either party in writing to the other in accordance with these Conditions providing that any party sending a notice or other communication by facsimile shall send a confirmatory copy by prepaid first class post to the relevant party on the same day as it sends the facsimile.

14. MISCELLANEOUS

14.1 The Company may alter the Goods from time to time at its discretion. No representation or warranty is given that the Goods are, or will be, identical to goods that may have been sold previously to the Purchaser

14.2 Nothing in these Conditions shall constitute or create the relationship of principal and agent, employer and employee or of a partnership between the parties. Neither party shall have the authority to bind the other for any purpose.

14.3 Each of these Conditions is to be constituted as independent of every other such provision, so that if any of these Conditions is determined to be illegal, invalid and/or unenforceable, that determination will not affect any other or these Conditions, all of which will remain in full force and effect.

14.4 A waiver by either of the parties of any breach of any of these Conditions shall not prejudice that party's right in respect of that breach or be deemed to be a waiver or a subsequent breach or that or any other Condition. No delay or omission by either party in exercising any rights in respect of a breach by the other party shall prejudice its rights as to that or any future breach and no single or partial exercise of any right or remedy under these Conditions shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

14.5 These Conditions shall be governed by and construed in accordance with English law. The English courts shall have exclusive jurisdiction in relation to any claim or difference, which may arise under these Conditions.

14.6 The Purchaser may not transfer or assign this Agreement to another legal entity without the Company’s consent, except where the Purchaser remains the same legal entity following a share acquisition or change of name.