

## SOLUTIONS LIMITED

### Terms and Conditions of Sale

*Trading as IAutoSolutions*

*Knox, Blackford Road, Mark, TA9 4NR*

Email: [info@iautosolutions.co.uk](mailto:info@iautosolutions.co.uk)

Web: [www.iautosolutions.co.uk](http://www.iautosolutions.co.uk)

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These Terms and Conditions set out the basis on which Integrated Automation Solutions Limited, trading as IAuto Solutions (the Company), supplies services, labour, software, equipment, and associated works to its Clients.

By accepting a quotation, issuing a purchase order, or instructing the Company to proceed with works, the client (the Client) agrees to be bound by these Terms and Conditions.

## Terms and conditions

### 1. Definitions

- “Company” means Integrated Automation Solutions Limited, trading as IAuto Solutions, registered office at Knox, Blackford Road, Mark, TA9 4NR.
- “Client” means the person, company, or organisation engaging the Company.
- “Services” means labour, design, software, installation, commissioning, fault finding, and related works supplied by the Company.
- “Goods” means equipment or materials supplied by the Company.
- “Contract” means the agreement formed by acceptance of a quotation issued by the Company.
- “FAT” means Factory Acceptance Testing.
- “URS” means User Requirement Specification.
- “FDS” means Functional Design Specification.
- “QMS” means the Company’s Quality Management System.
- “Variation” means any change to the agreed scope, programme, or deliverables.

### 2. Scope of Work

- 2.1. The Company shall provide the Services and/or Goods strictly in accordance with the written quotation, specification, or contract agreed with the Client.

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2.2. Any work not expressly included in the agreed scope shall constitute a variation and shall be chargeable.

### 3. Breakdown and Fault-Finding Services

- 3.2. Where Services are provided in response to breakdowns, faults, or operational issues, the Company provides skilled labour and technical assistance only.
- 3.3. Fault-finding and diagnostic activities are undertaken on a reasonable endeavours basis and do not constitute a guarantee that the underlying issue will be identified or resolved.
- 3.4. Unless expressly stated in writing, materials, replacement components, consumables, and third-party services are not included within day rates and shall be charged separately.
- 3.5. The Company shall not be liable for failures arising from pre-existing conditions, historic installation defects, undocumented modifications, or equipment operating outside manufacturer specifications.

### 4. Software Development and Change Control

- 4.1. Software development Services shall be delivered in accordance with the functionality and requirements expressly defined in the agreed quotation, User Requirement Specification (URS), Functional Design Specification (FDS), or written scope.
- 4.2. Any additional functionality, changes in control philosophy, interfaces, alarms, communications, or performance criteria requested after acceptance of the agreed scope shall constitute a variation and shall be chargeable.
- 4.3. The Company shall not be responsible for delays or additional costs arising from late changes, incomplete information, or delayed approvals by the Client.

### 5. Design Acceptance and Quality Management

- 5.1. Where the Services include design activities (including electrical, automation, network, or process design), such design shall be developed and delivered in accordance with the Company's Quality Management System (QMS), unless expressly agreed otherwise in writing.
- 5.2. Design documentation shall be issued to the Client for review and written acceptance prior to implementation.
- 5.3. Written acceptance of design documentation constitutes approval for implementation and confirms that the design meets the Client's stated requirements at the time of approval.

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5.4. Following design acceptance, responsibility for the approved design transfers to the Client. The Company shall not be liable for defects, omissions, or performance issues arising from the implementation of designs approved by the Client.

5.5. Any changes requested after design acceptance shall constitute a variation and may impact cost, programme, and delivery timescales.

#### 6. Variations

6.1. All variations must be agreed in writing prior to commencement.

6.2. Emergency or safety-critical works may be undertaken without prior written approval and shall be chargeable.

6.3. Verbal agreements shall not constitute approval of variations.

#### 7. Payment Terms

7.1. Invoices shall be issued in accordance with the agreed quotation or contract.

7.2. Payment terms are 30 days from the invoice date, unless otherwise agreed in writing.

7.3. The Company reserves the right to charge statutory interest and recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998.

7.4. The Company may suspend Services for non-payment without liability.

7.5. All work completed up to the date of suspension or termination shall remain payable.

#### 8. Time and Materials

8.1. Where Services are supplied on a time and materials basis, charges shall be calculated using the agreed day rates.

8.2. Time spent due to Client delays, access restrictions, site readiness issues, or inaccurate information shall be chargeable.

#### 9. Client Responsibilities

9.1. The Client shall:

- Provide safe and unrestricted site access.
- Ensure information supplied is accurate and complete.

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- Comply with all applicable site rules and statutory obligations.

The Company shall not be liable for delays or defects arising from failures in Client responsibilities.

#### 10. Software, Intellectual Property, and Licensing

10.1. All PLC, SCADA, and software code developed by the Company shall become the property of the Client upon full payment.

10.2. The Company retains the right to reuse generic libraries, function blocks, templates, and non-Client-specific elements developed by the company.

10.3. Where the Client modifies software after handover, the Company shall have no liability for resulting faults or performance issues.

10.4. Any subsequent support required following Client modifications shall be chargeable.

10.5. The Services shall be developed, tested, and validated against the software environment, firmware versions, compiler versions, and hardware revisions in use at the time of FAT or commissioning, unless otherwise agreed in writing. Any remedial work shall be chargeable.

10.6. The Company shall not be liable for faults or failures arising from changes made by the Client or third parties after FAT or handover, including changes to firmware, compilers, operating systems, libraries, or hardware configuration. Any remedial work shall be chargeable.

10.7. Tools, Equipment, and Cybersecurity Controls;

- The Company shall provide its own hardware, software tools, licences, and development environments required to deliver the Services.
- Where access to Client systems, hardware, or software is required due to cybersecurity, operational, or regulatory constraints, including compliance with the Network and Information Systems (NIS) Regulations or site-specific security policies, the Company may use Client-provided equipment or systems solely for the purposes of delivering the Services.
- The use of Client equipment or systems shall not be construed as evidence of employment, worker status, or control, and the Company remains an independent contractor at all times.
- Responsibility for the configuration, security posture, and ongoing management of Client-provided systems remains with the Client, unless expressly agreed otherwise in writing.

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#### 11. Goods and Third-Party Equipment

11.1. Goods supplied remain at the Client's risk upon delivery.

11.2. The Company is not responsible for defects arising from third-party equipment, manufacturer limitations, or supplier failures.

#### 12. Delays and Suspension

12.1. The Company shall not be liable for delays caused by Client actions or omissions, site conditions, third-party suppliers, or operational constraints at live sites.

12.2. Where Services are delayed, suspended, or prevented for such reasons, the Company reserves the right to invoice for time incurred and costs committed.

12.3. Extended delays may result in remobilisation costs and revised delivery dates, which shall be chargeable.

12.4. The occurrence of delay or suspension shall not prevent the Company from issuing invoices for Services performed or costs incurred.

#### 13. Liability

13.1. The Company's total liability shall be limited to the contract value.

13.2. The Company shall not be liable for loss of profit, loss of production, or indirect or consequential loss.

13.3. The Company shall not be responsible for process performance or outcomes beyond the defined scope of Services.

#### 14. VAT

14.1. VAT shall be charged in accordance with applicable legislation at the rate in force at the time of supply. Where the Company is not VAT registered, VAT shall not be charged.

#### 15. Termination

15.1. The Company may terminate the Contract immediately for non-payment, safety concerns, or material breach by the Client.

15.2. Upon termination, all work completed to date shall be invoiced and payable.

#### 16. Governing Law

16.1. This Contract shall be governed by the laws of England and subject to the exclusive jurisdiction of the English courts.