

# VOLTIMECH

P O W E R . E N G I N E E R E D

## Terms & Conditions Effective 01/10/2025

### 1. Definitions

"Voltimech Ltd" / "We" / "Us" / "Our" refers to the Company providing services or products.

"Client" / "You" / "Your" refers to the individual, company, or organisation receiving services.

"Services" means all consultancy, labour, and/or sales provided under contract or agreement.

"Agreement" means any accepted quotation, proposal, purchase order, or contract referring to these Terms.

"Commencement" means the scheduled start date of services or delivery.

Cancellation must be made in writing via email or recorded letter.

Any non-recoverable third-party expenses or costs already incurred will be charged in full.

### 5.2 Termination for Cause

Either party may terminate the agreement with immediate effect for material breach, insolvency, or failure to perform.

All fees accrued up to termination remain payable.

### 2. Services Provided

Voltimech Ltd offers the following services, but not limited to:

- Consultancy: Technical, operational, or strategic consulting tailored to the client's business needs.

- Labour: Provision of skilled and semi-skilled technical or trade labour on a short or long-term basis.

- Sales: Supply and delivery of technical equipment, components, and consumables.

All services are provided with reasonable skill and care and in accordance with industry standards.

### 6. Delivery and Performance

We will take all reasonable steps to meet agreed timelines, but are not liable for delays caused by events beyond our control.

Risk in goods passes to the client on delivery. Title in goods remains with Voltimech Ltd until full payment is received.

### 3. Engagement Process

A detailed quotation or scope of work will be provided for each project or supply contract.

Acceptance of a quotation or commencement of work constitutes a binding agreement.

Variations to agreed work must be confirmed in writing and may affect pricing and timelines.

### 7. Client Obligations

You agree to:

- Provide access to sites, equipment, documentation, and personnel as needed.

- Ensure all permits, permissions, and insurances are in place.

- Adhere to all health and safety obligations relevant to the worksite or services.

- Communicate promptly regarding delays, risks, or changes to scope. Delays or additional costs caused by a failure to comply may be billed accordingly.

### 4. Pricing and Payment Terms

Unless agreed otherwise in writing, payment is due within 30 calendar days from the invoice date.

Invoices may be issued:

- Upon completion of work

- At delivery of goods

- At agreed milestones (for longer-term projects)

Late Payments:

- Interest is charged on overdue amounts at 8% per annum above the Bank of England base rate, in line with the Late Payment of Commercial Debts (Interest) Act 1998, including compensation.

- We reserve the right to suspend or terminate ongoing services for late or non-payment.

- All goods remain property of Voltimech Ltd until payment in full is received.

### 8. Warranties and Liability

We warrant that all services will be performed with reasonable care and skill.

We do not warrant the suitability or performance of third-party products unless explicitly agreed.

Limitation of Liability:

- Our total liability under any contract is limited to the total value of the services provided.

- We are not liable for indirect or consequential losses, including profit loss or business interruption.

### 9. Confidentiality

Both parties agree to maintain strict confidentiality regarding all sensitive information. This obligation continues for 2 years post-contract.

### 10. Intellectual Property

All intellectual property developed by Voltimech Ltd remains our property until full payment is received. Upon payment, a non-exclusive, non-transferable license to use the deliverables is granted.

### 11. Force Majeure

Neither party is liable for failure or delay caused by unforeseen events such as natural disasters, pandemics, industrial disputes, or supply chain failures.

### 12. Governing Law and Jurisdiction

These Terms are governed by the laws of England and Wales. Any disputes shall be resolved under the exclusive jurisdiction of the courts of England and Wales.

### 13. General Provisions

These Terms constitute the full agreement between the parties.

No amendment or waiver is valid unless agreed in writing by both parties. If any provision is held invalid, the remainder remains in full force.

### 5. Cancellation & Termination

5.1 Cancellation by Client If the Client cancels an agreed service or order, the following cancellation charges will apply (Ex.VAT):

Timeframe Before Commencement	Cancellation Fee
Within 72 Hrs	100% of agreed contract value or £375.00 whichever is greater
Within 7 calendar days	75% of agreed contract value or £280.00 whichever is greater
Within 14 calendar days	50% of agreed contract value or £190.00 whichever is greater
More than 14 days	25% of agreed contract value or £100.00 whichever is greater
Anytime if PO Raised	100% of agreed contract value or £375.00 whichever is greater