STANDARD TERMS AND CONDITIONS OF SALE

Hardware, Software, Vehicle Technology, Mission-Critical Communications and Professional Services

Governed by the Laws of England and Wales

Version: 1.3
Effective Date: 1st January 2026
MXVi: MXVI Ltd

1. Definitions

MXVi means MXVI Ltd.

Customer means the individual, business, organisation, or public body purchasing Goods and/or Services from MXVi.

Goods means all hardware, communications equipment, telematics equipment, vehicle technology, radio systems, mobile data terminals, body-worn cameras, accessories, networking equipment, and related products supplied by MXVi.

Software means any software, firmware, cloud services, hosted applications, subscriptions, licences, mobile applications, updates, patches, and associated documentation.

Services means consultancy, design, installation, commissioning, maintenance, support, project management, training, engineering services, managed services, and professional services.

Mission-Critical System means any system used for operational communications, fleet management, public safety, transport operations, utilities, emergency response, business continuity, or security purposes.

2. Application of Terms

2.1 These Terms and Conditions apply to all quotations, sales, supplies, installations, licences, support agreements, and services provided by MXVi.

2.2 No variation shall be binding unless agreed in writing by an authorised representative of MXVi.

2.3 Any terms submitted by the Customer shall not apply unless expressly accepted in writing by MXVi.

3. Quotations

3.1 Quotations are valid for thirty (30) days unless otherwise stated.

3.2 Prices may be amended to reflect increases in manufacturer costs, exchange rate fluctuations, duties, taxes, freight charges, or supply chain costs.

3.3 A quotation does not constitute a contractual offer and may be withdrawn at any time prior to acceptance.

4. Orders and Acceptance

4.1 Orders become binding only when accepted in writing by MXVi.

4.2 Orders for bespoke, configured, customised, programmed, licensed, or specially procured Goods may not be cancelled without MXVi's written consent.

4.3 Cancellation charges may include costs incurred, engineering time, supplier charges, non-returnable items, and loss of anticipated margin.

5. Prices and Payment

5.1 All prices are exclusive of VAT unless expressly stated otherwise.

5.2 Payment terms are thirty (30) days from invoice date, for credit accounts unless formally agreed. (Subject to approved credit limit)

5.3 MXVi reserves the right to charge statutory interest and recovery costs on overdue invoices.

5.4 The Customer shall not withhold payment due to disputes not accepted by MXVi.

5.5 MXVi may suspend services, support, maintenance, software licences, cloud services, and deliveries where payments are overdue.

6. Delivery

6.1 Delivery dates are estimates only.

6.2 MXVi shall not be liable for delays caused by manufacturers, carriers, customs authorities, supply chain interruptions, labour shortages, transport issues, or other events beyond its reasonable control.

6.3 Risk in Goods passes upon delivery.

6.4 Any shortages, damage, or discrepancies must be reported within five (5) working days of delivery.

7. Retention of Title

7.1 Ownership of Goods shall remain with MXVi until all sums due have been paid in full.

7.2 Until title passes, the Customer shall:

- Store Goods separately.
- Keep Goods identifiable.
- Maintain adequate insurance.
- Protect Goods from damage.

7.3 Software licences remain the property of the relevant software owner or licensor.

8. Software Licensing

8.1 Software is supplied subject to the software publisher's licence terms.

8.2 The Customer shall comply with all licence obligations.

8.3 MXVi is not responsible for:

- Vendor licensing changes.
- Withdrawal of software products.
- Third-party subscription increases.
- Changes in software functionality by vendors.

9. Installation and Commissioning

9.1 The Customer shall provide safe and unrestricted access to premises, vehicles, systems, and infrastructure.

9.2 Delays caused by the Customer may incur additional charges.

9.3 Additional works outside the agreed scope shall be chargeable.

9.4 Systems shall be deemed accepted upon commissioning, operational use, or seven (7) days after handover, whichever occurs first.

10. Vehicle Technology and Telematics

10.1 The Customer remains responsible for the suitability and condition of its vehicles.

10.2 MXVi shall not be liable for failures caused by:

- Existing vehicle defects.
- Vehicle electrical faults.
- Prior vehicle modifications.
- Third-party equipment.

10.3 The Customer remains responsible for compliance with all vehicle regulations and legal requirements.

10.4 Vehicle downtime shall not create a right to compensation unless otherwise agreed in writing.

11. Mission-Critical Communications

11.1 The Customer acknowledges that communications systems may be affected by factors beyond MXVi's control including:

- Mobile network outages.
- Radio interference.
- Satellite outages.
- Power failures.
- Environmental factors.
- Third-party infrastructure failures.

11.2 Unless specifically stated within a Service Level Agreement, uninterrupted operation is not guaranteed.

11.3 The Customer shall maintain suitable contingency arrangements and backup procedures.

11.4 No communications system should be treated as the sole means of emergency communication unless suitably protected through redundancy.

12. Professional Services

12.1 Services shall be performed using reasonable skill and care.

12.2 Support response times apply only where covered by an active support contract.

12.3 Remote support may be used where appropriate.

12.4 Planned maintenance may result in temporary service interruptions.

13. Warranty

13.1 Standard Warranty

Hardware supplied by MXVi is covered by the manufacturer's warranty unless otherwise specified.

MXVi warrants its professional services for ninety (90) days from completion.

13.2 Warranty Exclusions

The Warranty shall not apply where faults result from:

Misuse and Abuse

- Operation outside specifications.
- Failure to follow operating procedures.
- Improper storage.
- Environmental misuse.
- Excessive vibration, impact, or contamination.

Deliberate Damage and Sabotage

- Vandalism.
- Sabotage.
- Malicious acts.
- Theft or attempted theft.
- Intentional damage.
- Tampering.

User Damage

- Dropped equipment.
- Cracked displays.
- Liquid damage.
- Broken connectors.
- Damaged cabling.
- Impact damage.
- Vehicle collision damage.

User Error

- Incorrect configuration.
- Incorrect programming.
- Accidental deletion of settings.
- Failure to maintain passwords or encryption keys.
- Software misconfiguration.
- Failure to follow documented procedures.

Unauthorised Repair or Modification

- Repair by unauthorised persons.
- Opening sealed equipment.
- Firmware modification.
- Hardware modification.
- Removal of tamper seals.

Unapproved Accessories

- Third-party batteries.
- Chargers.
- Power supplies.
- Cradles.
- Docks.
- Interfaces.
- Peripherals.
- Accessories not approved by MXVi or manufacturer.

Unapproved Antennas and RF Equipment

- Non-approved antennas.
- Incorrect antenna types.
- Incorrect gain configurations.
- Damaged RF cabling.
- Non-approved amplifiers.
- RF system modifications.

Resulting failures including excessive VSWR, transmitter damage, modem failure, poor coverage, or receiver degradation shall not be covered.

Electrical Damage

- Reverse polarity.
- Voltage spikes.
- Vehicle electrical faults.
- Lightning strikes.

- Battery failures.
- Alternator failures.
- Poor grounding.

Cyber Incidents

- Malware.
- Ransomware.
- Hacking.
- Unauthorised access.
- Third-party software conflicts.

Environmental Damage

- Flood.
- Fire.
- Smoke.
- Corrosion.
- Chemical contamination.
- Extreme weather.

13.3 Warranty Investigation

MXVi may require:

- Diagnostic testing.
- Engineering inspection.
- Photographs.
- System logs.
- Telematics records.

Rejected warranty claims may incur inspection and repair charges.

14. Data Protection and Cyber Security

14.1 Both parties shall comply with applicable UK data protection legislation.

14.2 The Customer remains responsible for:

- Data backups.

- Security controls.
- User access management.
- Cyber security policies.

14.3 MXVi shall not be liable for losses arising from cyber attacks, malware, ransomware, phishing, or unauthorised access unless directly caused by MXVi's negligence.

15. Intellectual Property

15.1 All intellectual property rights remain vested in MXVi or its licensors.

15.2 Intellectual property includes:

- Designs.
- Drawings.
- System architectures.
- Documentation.
- Proposals.
- Software.
- Reports.
- Training materials.
- Marketing content.

15.3 No licence is granted except as necessary for the Customer's internal use.

16. Confidentiality

16.1 Each party shall keep confidential all technical, commercial, operational, and security-sensitive information.

16.2 This obligation shall continue for five (5) years after termination.

17. Website Terms

17.1 Content on MXVi's website is provided for general information only.

17.2 Product specifications, images, technical details, and pricing may change without notice.

17.3 Website content does not form part of a contract unless expressly incorporated into a quotation or agreement.

18. Marketing and Customer References

18.1 Unless otherwise agreed in writing, MXVi may identify the Customer as a customer in:

- Tenders.
- Proposals.
- Marketing materials.
- Customer lists.
- Presentations.
- Case studies.

18.2 No confidential, security-sensitive, or commercially sensitive information shall be disclosed without consent.

19. Project Photography

19.1 MXVi may photograph installations, equipment, vehicles, and completed projects for quality assurance and marketing purposes.

19.2 Sensitive information shall be removed or obscured where appropriate.

19.3 Personnel photographs shall not be published without consent.

20. Social Media and Reputation Protection

20.1 The Customer shall not knowingly publish false, misleading, defamatory, or malicious statements concerning MXVi.

20.2 Nothing in this clause prevents lawful criticism, honest reviews, or statutory rights.

20.3 The parties agree to attempt to resolve disputes before making public statements likely to damage the reputation of the other party.

21. Brand Protection

21.1 MXVi logos, trademarks, branding, product names, and marketing materials may not be used without written consent.

21.2 MXVi may withdraw branding permissions at any time.

22. Security-Sensitive Deployments

22.1 Neither party shall publish technical details relating to:

- Emergency services.
- Law enforcement.

- Defence contracts.
- Critical infrastructure.
- Security-sensitive communications systems.

without prior written approval.

23. Limitation of Liability

23.1 Nothing in these Terms excludes liability for:

- Death or personal injury caused by negligence.
- Fraud or fraudulent misrepresentation.
- Any liability that cannot legally be excluded under the laws of England and Wales.

23.2 Subject to Clause 23.1, MXVi's total aggregate liability shall not exceed the total fees paid by the Customer under the applicable contract during the preceding twelve (12) months.

23.3 MXVi shall not be liable for:

- Loss of profit.
- Loss of revenue.
- Loss of contracts.
- Loss of goodwill.
- Loss of anticipated savings.
- Loss of business opportunity.
- Loss of data.
- Operational downtime.
- Loss arising from communications outages.
- Indirect or consequential losses.

23.4 The Customer acknowledges that no mission-critical communications system can be guaranteed to be entirely free from faults or interruptions.

24. Force Majeure

MXVi shall not be liable for delays or failures caused by:

- Natural disasters.

- Extreme weather.
- War.
- Terrorism.
- Industrial action.
- Supply chain disruption.
- Utility outages.
- Telecommunications failures.
- Cyber incidents.
- Government action.
- Events beyond its reasonable control.

25. Termination

25.1 Either party may terminate for material breach upon thirty (30) days written notice if the breach remains unremedied.

25.2 MXVi may terminate immediately for non-payment.

25.3 All outstanding invoices shall become immediately due upon termination.

26. Export Control and Compliance

26.1 The Customer shall comply with all applicable:

- Export controls.
- Trade sanctions.
- Anti-bribery legislation.
- Anti-corruption legislation.

26.2 The Customer shall obtain all required licences and approvals for export or use.

27. Governing Law and Jurisdiction

27.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales.

27.2 The Courts of England and Wales shall have exclusive jurisdiction over any dispute arising under or in connection with these Terms and Conditions.