

**LITTLE PINE LIMITED**  
**Terms and Conditions**

**AGREED TERMS**

**1. These terms**

- 1.1. **What these terms cover.** These are the terms and conditions on which we supply our Product to you.
- 1.2. **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.
- 1.3. **The Little Pine FLA.** Please also read our Firmware Licence Agreement which governs the use of the firmware contained within the Product.

**2. Information about us and how to contact us**

- 2.1. **Who we are.** We are Little Pine Limited a company registered in England and Wales. Our company registration number is 09499456 and our registered office is at 74 Lairgate, Beverley, East Yorkshire HU17 8EU.
- 2.2. **How to contact us.** You can contact us by writing to us at [info@littlepine.co.uk](mailto:info@littlepine.co.uk) or via the Portal.
- 2.3. **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order or via the Portal.
- 2.4. **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails and messages via the Portal.

**3. Our contract with you**

- 3.1. **How we will accept your order.** The Order process will work like this:
- (a) You put the Product into the cart;
  - (b) You confirm your Order by pressing the "confirm button";
  - (c) We send you an email accepting the Order (or not as set out in clause 3.2 below);
  - (d) You click to accept the Order and make the payment;
  - (e) Once payment has been received by us, a contract will come into existence between you and us.

- 3.2. **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.
- 3.3. **Your order number.** We will assign an order number to your order and tell you what it is when you confirm your order. It will help us if you can tell us the order number whenever you contact us about your order.

#### 4. Our Products

- 4.1. **Bespoke.** The Product we will supply you is a bespoke firmware-microprocessor system. The Product is based on our proprietary control algorithms modified for your specific circumstances using our interactive portal and is implemented on a microprocessor. The Product is intended to be used primarily in regulation and control applications.
- 4.2. **The Portal.** You may design and select the software required by you through our online portal (“the Portal”). The Portal is an internet application which is available on <http://regulaz.azurewebsites.net/> and through which the Products are offered for sale
- 4.3. **Product packaging may vary.** The packaging of the Product may vary from that shown on images on our website.
- 4.4. **Making sure the parameters are accurate.** The parameters of the program are your responsibility. The Portal allows you to make unlimited iterations of the program until it best fits your requirements, with interactive graphs demonstrating how the program will work when implemented on your system as described. If you are unsure about the suitability of your designed program for your application, please contact us or use the Portal and its forum to seek advice. Due to the bespoke nature of the Product we cannot accept the return of a Product due to user error.

#### 5. Your rights to make changes

- 5.1. If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. This will usually depend on whether your program has been loaded onto the microprocessor, checked and dispatched or not. If it is possible we will let you know about any changes to the

price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

## **6. Our rights to make changes**

**6.1. Minor changes to the products.** We may change the product:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the product unless specified otherwise.

## **7. Providing the products**

**7.1. Delivery costs.** The costs of delivery will be as displayed to you on the Portal.

**7.2. When we will provide the product.** We will deliver the Product to you as soon as reasonably possible and in any event within 30 days after the day on which the contract is formed between you and us.

**7.3. We are not responsible for delays outside our control.** If our supply of the Product is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

**7.4. When you become responsible for the product.** The product will be your responsibility from the time we deliver the product to the address you gave us.

**7.5. Reasons we may suspend the supply of the Product to you.** We may have to suspend the supply of a Product to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the Product to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the product as requested by you or notified by us to you (see clause 6).

**7.6. Your rights if we suspend the supply of Products.** We will contact you in advance to tell you we will be suspending supply of the Product, unless the problem is urgent or an emergency.

7.7. **We may also suspend supply of the Product if you do not pay.** If you do not pay us for the Product when you are supposed to (see clause 14.4) and you still do not make payment within 7 days of confirming the order, we may cancel the Order. We will contact you to tell you we are cancelling the Order.

## 8. Warranty

8.1. We guarantee to you that the Product shall be free from defects in material and workmanship for a period of two years from the date of purchase.

8.2. This warranty will not apply to products that have been misused, abused, or altered. The warranty claims will be considered by us via an e-mail contact, or via alternative means if agreed

8.3. If you are a Consumer (as defined by the Consumer Rights Act 2015) then your rights under the Consumer Rights Act 2015 will take precedent.

## 9. Use of the Product by you

9.1. The Product is a complex device comprising of a microprocessor (hardware) and a program which is developed for the particular microprocessor (software).

9.2. You will be in breach of these Terms and Conditions if you:

- (a) Use the Product differently to the description of use on Portal and catalogue page of the microprocessor manufacturer;
- (b) Use of the product in breach of our FLA;
- (c) attempt (either successfully or unsuccessfully) to lead to the conversion or extraction of the program from the microprocessor;
- (d) Release and share the code gained in such way; or publishing or sharing links to such sharing – in such case it is decisive who made such sharing possible.

## 10. Your rights to end the contract

10.1. You may end the contract:

- (a) If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see clause 13;
- (b) **If you want to end the contract because of something we have done or have told you we are going to do, see clause 10.2;**
- (c) **If you have just changed your mind about the product, see clause 10.3.** You may be able to get a refund if you are within the cooling-off period, but

this may be subject to deductions and you will have to pay the costs of return of any goods;

(d) **In all other cases (if we are not at fault and there is no right to change your mind), see clause 10.5.**

10.2. **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (d) below the contract will end immediately and we will refund you in full for any Product which have not been provided. The reasons are:

(a) we have told you about an error in the price or description of the Product and you do not wish to proceed;

(b) there is a risk that supply of the Product may be significantly delayed because of events outside our control;

(c) we have suspended supply of the Product for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 4 weeks; or

(d) you have a legal right to end the contract because of something we have done wrong.

10.3. **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought online, if you are a consumer, you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

10.4. **When you don't have the right to change your mind.** You do not have a right to change your mind if you have changed your mind regarding the Product and you have already opened the Product.

10.5. **Ending the contract where we are not at fault and there is no right to change your mind.** If you do not have any other rights to end the contract, you can still contact us before it is completed and tell us you want to end it. If you do this the contract will end immediately and we will refund any sums paid by you for Product not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) up to 50% as compensation for the net costs we will incur as a result of your ending the contract.

## **11. How to end the contract with us (including if you have changed your mind)**

11.1. **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

- (a) **Email.** Email us at [info@littlepine.co.uk](mailto:info@littlepine.co.uk). Please provide your name, address, details of the order and, where available, your phone number and email address.
- (b) **Online.** Complete the form on the Portal
- 11.2. **Returning products after ending the contract.** If you end the contract for any reason after the Product has been dispatched to you or you have received them, you must return them to us by post.
- 11.3. **When we will pay the costs of return.** We will pay the costs of return:
- (a) if the products are faulty or misdescribed;
- (b) in all other circumstances you must pay the costs of return.
- 11.4. **How we will refund you.** We will refund you the price you paid for the Product including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.
- 11.5. **Deductions from refunds.** If you are exercising your right to change your mind:
- (a) If you notify us that you wish to return the Product, and you return it unopened and unused within 14 days of delivery, we will refund you 50% of the purchase price plus the delivery cost if you are a Consumer.
- (b) If you notify us that you wish to return the Product, and you return it but you have opened it, within 14 days of delivery, we will refund you 10% of the purchase price plus the delivery cost if you are a Consumer.
- (c) If you are a Consumer the maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.
- 11.6. **When your refund will be made.** We will make any refunds due to you as soon as possible upon receipt of return of the Product. If you are exercising your right to change your mind then it will be within 14 days of your telling us you have changed your mind or receipt of return of the Product. Whichever is the latest.

## 12. Our rights to end the contract

- 12.1. **We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:
- (a) you do not make any payment to us when it is due and you still do not make payment within 7 days;

- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Product;
- (c) you do not, within a reasonable time, allow us to deliver the Product to you;
- (d) you fail to comply with Clause 9 of these terms and conditions.

12.2. **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 12.1 we will refund any money you have paid in advance for Product we have not provided but we may deduct or charge you 50% of the purchase price as compensation for the net costs we will incur as a result of your breaking the contract.

12.3. **We may withdraw the Product.** We may write to you to let you know that we are going to stop providing the Product. We will let you know in advance of our stopping the supply of the product and will refund any sums you have paid in advance for Product which will not be provided.

### 13. If there is a problem with the product

13.1. **How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can contact us via [info@littlepine.co.uk](mailto:info@littlepine.co.uk) or via the Portal.

13.2. **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract.

13.3. **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject the Product you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. If you are a Consumer we will pay the costs of postage or collection. Please email us at [info@littlepine.co.uk](mailto:info@littlepine.co.uk) for a return label.

### 14. Price and payment

14.1. **14.1 Where to find the price for the Product.** The price of the Product (which includes VAT where applicable) will be the Price indicated on the order pages when you placed your order on the Portal. The Confirmation e-mail also includes the Pro Forma Invoice. We take all reasonable care to ensure that the price of product advised to you is correct. However please see clause 14.3 for what happens if we discover an error in the price of the product you order.

14.2. **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the

rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

14.3. **What happens if we got the price wrong.** It is always possible that, despite our best efforts, we may incorrectly price the Product. We will normally check prices before accepting your order so that, where the Product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

14.4. **When you must pay and how you must pay.** We accept payment with MasterCard Credit, MasterCard Debit, MasterCard International Maestro, MasterCard International Maestro, MasterCard/Diners Club, MasterCard Purchasing, MasterCard Domestic Maestro (UK), Visa Credit, Visa Debt, Visa Electron, Visa ATM, Visa Purchasing, American Express, JCB or via bank transfer. Bank details are available on the Portal. Payment must be made in full before there is a Contract formed between you and us.

## 15. Our responsibility for loss or damage suffered by you

15.1. **If you are a Consumer then we are responsible to you for foreseeable loss and damage caused by us.** If you are a Consumer as defined by the Consumer Rights Act 2015 and we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

15.2. **We are not liable for business losses.** If you use the Products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## 16. How we may use your personal information



16.1. **How we will use your personal information.** We will use the personal information you provide to us:

- (a) to supply the Products to you;
- (b) to process your payment for the products;
- (c) to allow you to access the Portal; and
- (d) if you agreed to this during the order process, to inform you about similar products that we provide, but you may stop receiving these at any time by contacting us.

16.2. **We will only give your personal information to third parties where the law either requires or allows us to do so.**

## 17. Other important terms

17.1. **We may transfer this Agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.

17.2. **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

17.3. **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms

17.4. **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

17.5. **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

17.6. **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the

Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.