



Radioscape Ltd (trading as Factum Radioscape) terms and conditions of sale

Last updated: 30/04/2024

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using any product licences, hardware or services provided or operated by Radioscape Ltd. ("us", "we", or "our"). Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. **By accessing or using any contracted service, product, or 3rd party product provided by Radioscape you agree to be bound by these Terms. If you disagree with any part of the terms as laid out below, then you may not access the Service.**

1. General

Radioscape Ltd trading as Factum Radioscape (hereafter, "FRS") sells its products and services through a mixture of direct sales and sales through authorised distributors with geographically defined territories of operation. The nature of trading is categorised according to three streams: (1) contracted services (2) product sales & (3) third party product sales

2. Pricing

Product prices are set by FRS and are reviewed on a quarterly basis. Price changes are at complete discretion of the management team, other than those services provided under an existing contract. In the case of a written quotation, the price on the quotation remains firm for 30 days or until the expiration date stated on the quotation if later.

3. Hardware

Hardware is defined by 3 categories, (1) general computing hardware such as Industrial PCs, Laptops and Servers, (2) Any third-party product with a predominantly hardware element & (3) Hardware where FRS holds the intellectual property rights.

All category 1 hardware is subject to a mark-up on the FRS purchase price and is payable by the customer in advance of FRS purchase. Category 2 hardware is priced in line with the third-party sales policy for resellers and is payable in advance. Category 3 hardware should be considered in the context of the overall sale, i.e. if the sale is of FRS hardware only with no software element, then immediate payment terms may apply.

4. Software

All software is provided by means of an installer and valid licence (in the form of a licence file or hardware licence key). Software is deemed to be delivered when either of the following criteria is met: (1) The customer is in possession of all installation media and licences purchased or (2) The software is deemed operational after deployment by a trained FRS Engineer.

FRS reserve the right to terminate any licence key(s) or files on non-payment of any fees overdue including any reasonably incurred costs to FRS. In this event, prior warning will be communicated in writing to the customer via email.

5. Order acceptance

FRS is under no obligation to the customer until FRS confirms its acceptance of the order in writing to the customer in the form of a Sales Order Acceptance form. Upon receiving the Sales Order Acceptance from FRS, the customer acknowledges and agrees to abide by the terms and conditions outlined in Sales Policy V.5 such later version of the Sales Policy as may be in place at the time of placement of the order.

6. Delivery – product sales

Delivery of product sales is either through the shipment of hardware to the designated customer address or through either criterion defined in item 4 in the case of software. At the point of delivery invoice(s) shall be issued to the customer for items of software that have been deemed delivered. All hardware shipments are FCA London without exception.

All costs associated with the import/export of goods, customs, duties and tariff are the responsibility of the customer.

7. Returned items

No software or hardware may be returned to FRS for refund without FRS express written consent. Any approved returns must be shipped by the customer on a prepaid freight basis and accompanied by a return notice issued by FRS. If, upon review by FRS personnel the hardware or software is deemed suitably operational, FRS reserve the right to refuse any refund.



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8. Claims for damage

All FRS hardware shipments are provided with an impact sticker label with shock notification sticker. Any shipment that arrives at the customer premises with either visible damage or the red bar visible on the impact sticker label should be rejected by the customer as potentially damaged in transit. FRS accepts no responsibility for any goods accepted by the customer in a damaged state.

Should a shipment arrive in an unacceptable condition, the Customer to notify FRS in writing within 24 hours after the attempted delivery of the goods.

9. Warranty

FRS warrants that (subject to the other provisions of these Conditions) upon delivery and for a period of 24 months thereafter the Goods will comply with the material express requirements contained in the product Data Sheets referenced in item 23 and/or any variation agreed in writing between the two parties forming part of the related Contract or, in the absence of such specification, be of satisfactory quality within the meaning of the Sale of Goods Act 1994.

If any of the Goods do not conform with the warranty, FRS shall at its option repair or replace such Goods (or the defective part thereof) or refund the price of such Goods at the pro rata Contract rate provided. If FRS so requests, the Buyer shall, at FRS's expense, return the Goods or the part of such Goods which is defective to the Seller.

10. Claims for Shortage

All claims for shortage should be made in writing by email to our Customer Service Department within 15 days of receipt of goods.

11. Notices

The communication of a notice from one party to a Contract to the other must be in writing via email. Notices shall be deemed to have been received within 24 hours (excluding Saturdays, Sundays and bank and public holidays) in addition to a confirmation phone-call from The Buyer.

12. Limitation of Liability

The following provisions set out the entire financial liability of FRS (including any liability for the acts or omissions of its employees, agents, and sub-contractors) to the Buyer in respect of any breach of these Conditions; and any representation, statement or tortious act or omission including negligence arising under or in connection with any Contract.

All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from all Contracts.

FRS's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of any Contract shall be limited to an amount equal to the purchase price for the Goods stipulated in that Contract; and the Seller shall not be liable to the Buyer for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with any Contract.

13. Claims for Credit

All claims for credit should be made to our Customer Service Department immediately upon receipt of potential discrepancy.

14. Custom Products

A custom product is defined as any product that is modified or customised for the customer prior to delivery. By way of example, custom-engineering, modification or configuration may include, but is not limited to, custom firmware, software, size, packaging, configuration of a standard FRS product. Except for valid warranty claims, no order cancellation or returns for customer projects are permitted after FRS's order acceptance.

15. Credit Limits

The establishment of any credit limits by FRS and any decisions regarding the extension or continuation of credit limits are within the sole discretion of FRS. The continued availability of any credit limit is subject to re-determination each time that an order is placed, and any credit limit may be terminated at any time and for any reason in the sole discretion of FRS.

16. Contracted Services

Contracted services are subject to the terms and conditions as agreed upon signature of a subscription services agreement. Invoicing frequency is flexible but any agreement that has a greater than quarterly invoice terms is subject to payment upfront for the services.



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17. Terms

Unless stated otherwise in writing by FRS, all software invoices are due and payable within 30 days from the invoice date.

18. Payment

A payment is deemed to be made when it is received by FRS, not when it is enacted by the customer. Payments on delinquent accounts will be applied to account balances in the following order: (1) To late charges, in chronological order, oldest first (2) To invoice amounts, in chronological order, oldest first.

19. Delinquent Accounts

A late charge of 8% will automatically be assessed on the last day of each month on all past due amounts. Late charges will only appear on the month-end statement when added to the account balance. FRS reserve the right to terminate licences or services should an account become delinquent more than 45 days of invoice date.

20. Product Availability/End of Life

FRS reserves the right to discontinue the manufacturing of any of its products, to make changes in any product design, or to make modifications to the products at any time. Any End-of-Life notice must be issued at least 3 months in advance of the end-of-life date. In the case where a customer has an existing support agreement in place that finishes after the end-of-life date, FRS will make all reasonable endeavours to continue to support the product through the support agreement period.

21. Governing Law

Unless explicitly agreed in writing by a company director, all sales and contract agreements shall be construed and interpreted exclusively in accordance with the laws of England and Wales.

22. FRS Contacts

Please ensure correspondence in relation to this Sales Policy are directed to the corresponding departments at FRS:

Finance: finance@radioscape.com

Technical Assistance: support@radioscape.com

General enquiries: info@radioscape.com

23. Product Data Sheets

A list of FRS products is shown below with corresponding Data Sheet references:

Multimuxa: [multimuxa_data_sheet_v1_1.pdf](#)

Infini-Switch EDI: [infiniswitch_data_sheet_v1_1.pdf](#)

Multimonitor: [multimonitor_data_sheet_v1_1.pdf](#)

OBSERVA Field Monitor: [fmon_data_sheet_v1_1.pdf](#)

The product Data sheets are available to download from the Factum Radioscape website and can be sent by FRS upon request.