

Terms and Conditions for Fixed Price Development

Version 1.4 | 13 October 2026

Shared terms for business and consumer customers

Your Statement of Work describes the project and is the main document you sign. Read it with these Terms before signing. Consumer rights are explained in section 10; the short business-only section is section 11. The forms at the end are optional, and Appendix C applies only when physical goods are supplied.

1 Who we are and how the Agreement works

John Taylor is a sole trader trading as Protoworks ("we", "us"). You are the customer named in the Statement of Work ("SOW"). Our address is 17 Blenheim Drive, Newtownards, BT23 4QY, Northern Ireland. Email: enquiries@protoworks.uk. Telephone: +44 2891 621976. Website: <https://www.protoworks.uk>. Use these details for questions, complaints and cancellation notices.

These Terms and the SOW signed by both parties form the Agreement. The SOW sets the fixed project fee, scope, deliverables, intended use, acceptance criteria, timetable and payment arrangements. We record the contracting person or organisation and the actual project purpose before signing.

The core project terms apply to everyone. An individual acting wholly or mainly outside their trade, business, craft or profession is a Consumer. A customer who is not a Consumer is a Business Customer. An occupation, trading name, future business plan or declaration alone does not settle status. Section 10 preserves consumer rights; section 11 applies only to Business Customers.

The SOW takes priority over inconsistent wording in these Terms, except that mandatory legal rights and the consumer protections in these Terms take priority over the SOW and any change request. Nothing in the Agreement removes a right that cannot lawfully be excluded. An unenforceable provision does not apply to that extent; the rest continues where it can do so. This does not permit an unfair consumer term to be rewritten to make it binding.

You do not need to sign these Terms separately. The SOW may be signed electronically or in counterparts. Unless the SOW says otherwise, the contract date is the date of the last of its two signatures. Optional consumer consent signatures do not change that date. We supply completed documents and required consent confirmations in a form you can keep. A business day is Monday to Friday, excluding public holidays in Northern Ireland.

2 Project scope and starting work

The SOW describes what we will do and provide, what you must supply, any dependencies, and any prototype or experimental limitations. A prototype must still meet the agreed scope and applicable legal standards. We do not promise an unagreed commercial result.

We record the agreed test inputs, environment, objective completion criteria and material limitations in the SOW or an agreed written project record. Before agreeing a fixed price, we check representative materials and technical details supplied to us where reasonably practicable. Later selections must remain consistent with the Agreement; any change to scope or price needs the change process in section 4.

Before a Consumer is bound, we provide the required contract information, including the total price and charges, performance and delivery arrangements, digital functionality and compatibility, ongoing costs and any cancellation rights or exceptions. For distance and off-premises contracts, we provide the required copy or confirmation on paper or another permitted durable medium, such as an addressed email with attachments, within the required time and before Services begin.

Work starts on the agreed authorised date after the deposit and required inputs are received. Where a consumer cancellation period applies, we wait until it expires unless you make a valid

early-start request under section 10. Early digital supply requires its own consent where applicable. Signing the SOW or paying a deposit alone does not give either consent.

3 Price payments and expenses

We complete the agreed scope for the fixed project fee in the SOW. The price includes the applicable taxes and mandatory charges explained before signing. Extra effort needed to meet the agreed scope does not itself justify an extra charge.

Unless the SOW says otherwise, we invoice a 50% deposit on signing and the remaining 50% on acceptance. Invoices are payable within 14 days of receipt. The deposit is an advance against the fee, subject to the cancellation and refund rules; it is not automatically forfeited.

We provide a testable review version before requiring final payment. Final files are released promptly after acceptance and payment of amounts properly due. Any lawful right to withhold an appropriate disputed amount or seek a price reduction is preserved; undisputed amounts remain payable.

We charge separately only for expenses expressly approved in advance, at cost. Any paid licence, recurring charge or additional work must be explained and agreed before commitment. Additional consumer payments need express consent and cannot be inferred from silence or a preselected option. Business late-payment interest is covered only by section 11.

4 Changes and your inputs

For work outside the scope, we provide a written change quotation stating the effect on price, deliverables and timetable. Work on the change begins only after your written approval; email is sufficient. Discussion or demonstrations alone do not authorise extra charges. Work needed to meet the agreed scope remains included. Consumer rights concerning binding statements and expressly agreed changes are preserved.

Please supply the materials, access and feedback reasonably needed, within the agreed times. We will tell you promptly if something is missing and explain the likely effect. Schedule changes must reflect the delay reasonably caused, and we will take reasonable steps to reduce its effect. Additional costs require prior written approval. This does not excuse delays or faults caused by us.

You must have permission to supply your materials and keep reasonable backups where relevant. These responsibilities do not exclude our liability for our own breach or lack of reasonable care and skill.

5 Review acceptance and warranty

On completion, we notify you and provide usable access to a testable review version, instructions and supporting materials sufficient to check the work against the Agreement. You have ten business days from receipt of both the notice and usable review access to test and report material defects. The review period pauses while access is unavailable for reasons attributable to us.

A material defect substantially affects the agreed intended use, judged against the Agreement and applicable legal standards. The SOW may give examples. Minor issues do not prevent acceptance unless individually or together they have that substantial effect; they remain subject to correction obligations and legal remedies.

Please give enough detail to identify and, where possible, reproduce a fault. Written reports help keep a record but are not a condition of a Consumer exercising legal rights. Within five business days of a report, we provide a written assessment identifying the relevant completion criterion, initial test findings and proposed correction or reasons for disagreement. If further investigation is needed, we explain what is needed and give a response timetable. We correct faults for which we are responsible, at no extra charge and within a reasonable time, and provide an expected timetable and updated review version.

If a material-defect disagreement continues, we offer a discussion to take place within ten business days of the original report, subject to your availability. We compare the agreed criteria, test results and reported problem. Mediation, independent technical review or other alternative dispute resolution is voluntary unless legally required; arrangements and any costs need agreement. This process is not a condition of exercising legal rights and does not make our assessment conclusive.

After a correction, you have a fresh ten business days to retest the corrected work and affected functionality. Acceptance remains pending while a notified material defect is unresolved; other faults remain subject to correction obligations and legal remedies.

Acceptance must not be unreasonably withheld. It occurs on your written confirmation or, for the payment milestone, when the applicable review or retest period expires without notice of a material defect. We send a reminder at least three business days before relying on that expiry and extend the period if necessary. A disputed material defect keeps acceptance and the related final-payment milestone pending; our own opinion is not conclusive.

Acceptance, payment and expiry of a review period do not waive rights that cannot be excluded or claims for faults not reasonably discoverable during review. Requests for additional features are handled separately from faults in the agreed scope.

An additional 30-day warranty starts on final acceptance and covers faults within the original agreed scope at no extra charge. It excludes faults caused solely by misuse, unauthorised changes or later environmental changes for which we are not responsible. It does not excuse our own selection, configuration or integration of third-party software. This warranty supplements legal rights and does not set a deadline for all claims.

6 Ownership and licences

When the fees properly due for a SOW have been paid, we assign to you the intellectual property rights we own in the bespoke code, designs and other project-specific deliverables. The SOW must be signed by us as well as you to record that written assignment. Your own materials remain yours.

We retain our pre-existing libraries, tools and general-purpose code. We also retain newly developed general-purpose components only where their categories are expressly identified as retained in the SOW before contracting. They must perform common programming functions, be usable independently of your particular project and contain no customer confidential information or customer-specific implementation. Bespoke code and project-specific functionality remain subject to the assignment above. A component is not retained merely because it could be reused.

We identify incorporated retained components in the handover documentation. This records the agreed reservation and does not create a new reservation after contracting. Newly

developed components outside the agreed retained categories are treated as project-specific for assignment. Third-party materials remain subject to their own licences.

For retained materials incorporated in paid deliverables, you receive a perpetual, royalty-free, non-exclusive licence to use, copy, modify, maintain and further develop them as part of the deliverables, including in later versions and stages. Your users, support providers and a successor owner may exercise those rights, including when distributing or transferring the deliverables with the incorporated materials. The licence does not permit sale of our materials as a separate standalone product.

Third-party materials remain owned by their rights holders and subject to their licences. We identify incorporated components, provide notices or links and explain material restrictions on intended use. Any paid licence needs prior express agreement. Third-party licences do not remove our contractual responsibilities or mandatory consumer rights.

You may use review versions and supporting materials to test the agreed deliverables before final payment. On cancellation, the assignment and incorporated-material licence apply to work handed over once the applicable charges for that work have been paid.

7 Confidentiality and publicity

Each party keeps the other's confidential information confidential for five years after disclosure, and trade secrets for as long as they remain secret. It may be used only to perform the Agreement and shared with advisers, personnel or support providers only as needed, under appropriate confidentiality duties.

This does not cover information already lawfully known, independently developed, lawfully received from another source, or public without a breach. Disclosure required by law or a court is permitted, with advance notice where lawful and practicable. A separately signed NDA applies according to its terms. We will sign a reasonable mutual NDA protecting the project without preventing work for others in the same field.

Publicity is optional for every customer. We obtain separate written permission before publishing your name, logo, identifying details or an identifiable project description. We agree what may be published and where. If permission is withdrawn, we stop new use and remove material under our control within seven days. Withdrawal does not make earlier lawful publication unlawful.

Publicity does not disclose confidential information, source code, proprietary algorithms, financial or security-sensitive information, or material protected by an NDA. Personal information is handled in accordance with applicable data-protection law and the privacy information supplied to you.

8 Cancelling a project and handover

You may voluntarily cancel a SOW at any time by written notice. This section applies outside a statutory consumer cancellation right and does not set the charges for termination caused by our breach. Statutory cancellation follows section 10 instead.

We stop work promptly and charge for conforming work reasonably completed before notice at the hourly rate in the SOW, capped at its project fee. If no rate was agreed, we use a reasonable

proportion of the fee attributable to that work. We do not charge for correcting our own faults or for work not performed.

Separately approved, unavoidable third-party costs may be charged only where reasonably incurred, non-cancellable and not already included in the work charge. We seek available refunds or alternative uses and deduct savings. Total charges cannot exceed the project fee plus approved expenses. For Consumers, the result must also be fair, proportionate and no more than the reasonable net loss directly resulting from cancellation, without double recovery.

We provide a task and time summary and relevant supporting time entries and work records sufficient to explain the charge. Unrelated client information and confidential internal details may be redacted. This gives no contractual right to audit our internal systems, but preserves disclosure required by law or a court and your right to challenge a charge. Payments are credited and unused advances refunded within 14 days of the cancellation notice.

Either party may end a SOW for the other's material breach if it is not remedied within 14 days after written notice identifying the breach and asking for a remedy. Any legal right to end sooner for a sufficiently serious breach, and consumer statutory remedies, remain available.

If you end because of our breach, the voluntary hourly charge does not automatically apply. We refund sums for work not supplied or not conforming, subject to the remedy or payment properly due under law. Rights to a price reduction, refund or damages remain. We do not demand the remaining fee for work we will no longer supply.

On ending the project, we return your materials and hand over reasonably completed work-in-progress once the charges properly due for it are paid. Unrelated invoices do not prevent that handover. Ownership follows section 6. Legal rights to recover your property or withhold an appropriate disputed payment are preserved.

9 Delays complaints and governing law

Events beyond reasonable control

Neither party is liable for failure caused by an event genuinely beyond its reasonable control, to the extent it could not reasonably have been prevented or overcome. Ordinary resourcing problems, lack of funds or supplier failure are not automatically such events. This does not exclude responsibility for our own fault or mandatory consumer rights.

The affected party promptly explains the event and takes reasonable steps to reduce disruption. We agree revised dates where practicable. If performance is prevented for more than 30 consecutive days, either party may end the SOW by notice. We refund advances for work not performed within 14 days and hand over paid, conforming work. Earlier legal termination and refund rights remain; suspension does not accelerate payment for work not performed.

Complaints

Contact us using section 1 with the project reference and problem. We acknowledge complaints within five business days and investigate and respond within a reasonable time, explaining any delay. You do not have to use this process before exercising a legal right. For unresolved consumer complaints, we provide any legally required information about a competent alternative dispute resolution provider and whether we are obliged or willing to use

it. Mediation or other voluntary dispute resolution requires agreement; neither party must accept binding arbitration or give up the courts.

Law and courts

Northern Ireland law governs the Agreement. For Consumers, this does not remove mandatory protections under the law applicable to you or any legal right to use courts where you live. We bring proceedings against a Consumer only in a court permitted by the applicable rules. The business-only court provision is in section 11.

For every customer, nothing in the Agreement excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability or protection that cannot lawfully be excluded.

10 Consumer rights

This section applies where you are legally a Consumer. It supplements the core terms and cannot be overridden by the SOW. The factual purpose of the purchase determines your status; signing does not waive statutory rights.

Quality and remedies

Services must be performed with reasonable care and skill, meet legally binding information and commitments, and be completed within the agreed time or, if none is agreed, within a reasonable time. Where the statutory conditions are met, you can require repeat performance at our cost, within a reasonable time and without significant inconvenience. If that remedy is impossible or not provided as required, you may receive a price reduction, including a full refund where appropriate.

Paid digital content must be of satisfactory quality, match its description and be fit for a particular purpose made known to us where you reasonably rely on our skill or judgment. Where it fails these standards, repair or replacement and then a price reduction are available under the statutory conditions. Damage to your device or other digital content caused by our lack of reasonable care and skill may entitle you to repair or compensation. Physical-goods rights are set out in Appendix C when goods are supplied.

Information and statements about us or the Services that the law treats as binding form part of the Agreement, including statements you took into account when deciding to contract or making a later decision about the Services. Qualifications or changes need express agreement where the law requires it.

These remedies supplement other legal remedies, including damages and any lawful withholding of an appropriate disputed amount. Rights are not conditional on our confirming a fault, your signing a waiver, or reporting within the contractual review or warranty period. Statutory refunds follow the applicable time limit and original payment method unless you agree otherwise, without a refund fee.

Cooling-off cancellation

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 normally provide cancellation rights for qualifying distance and off-premises contracts. We explain before signing whether a right applies and any relevant exception. Bespoke

development Services or digital deliverables are not automatically exempt just because they are custom-made.

For Services and digital content supplied without a physical medium, the right normally runs from the time the contract is made until the end of 14 days after that day, subject to the valid early-performance exceptions below. Physical-goods periods are explained in Appendix C. If required cancellation information is missing, the period can extend by up to 12 months; if it is supplied during that extension, you normally have 14 days after receipt to cancel.

Tell us clearly that you wish to cancel using the contact details in section 1. Appendix A is optional: any clear statement, including by telephone, is sufficient. Sending notice before the deadline is enough. Email or post helps you keep evidence. We acknowledge receipt promptly.

Starting Services during cooling-off

We start during the period only after your express request. For off-premises contracts, the request must be on paper or another durable medium. Appendix B provides an optional form. We explain beforehand that, if you cancel after a valid request and the required information, any payment is the proportion of the agreed total price attributable to Services supplied up to cancellation. An excessive total price is assessed using their market value.

The hourly voluntary-cancellation calculation, a separate penalty or an automatic third-party-cost deduction does not replace that statutory calculation. No charge is due for Services supplied during the period if the required request or cancellation and payment information was not obtained or supplied. Starting work alone does not end the cancellation right. It ends on full performance only if you requested the early start and acknowledged beforehand that full performance would end it.

Supplying digital content during cooling-off

Before supplying identified digital content without a physical medium during the period, we obtain your separate express consent and acknowledgment that the cancellation right for that digital supply will be lost when supply begins. We provide the legally required confirmation. Appendix B has a separate optional form. Where the statutory rules provide, you bear no cost for supply during the period if the required consent, acknowledgment or confirmation is missing.

Digital-supply consent does not by itself remove cancellation rights for separate development Services. Neither early-performance consent removes remedies for faulty work or content. We identify the relevant Services or content before asking for consent. Signing the SOW or paying the deposit alone is not consent.

For statutory cancellation of Services or digital content, we refund without undue delay and within 14 days after notification, less only a payment permitted by the statutory rules above. Refunds use the original payment method unless expressly agreed otherwise and carry no refund fee.

Our responsibility to Consumers

We are responsible for reasonably foreseeable loss or damage caused by our breach or lack of reasonable care and skill. A loss is foreseeable if it is an obvious consequence or we and you knew, when contracting, that it might result. We are not responsible for loss we did not cause or that was not reasonably foreseeable, without limiting responsibility imposed by law. The business fee cap and commercial-loss exclusions in section 11 do not apply to Consumers.

11 Additional terms for Business Customers

This section applies only where you are legally a Business Customer. Nothing in it excludes death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability or protection that cannot lawfully be excluded.

The Terms and signed SOW are the entire agreement, subject to those exceptions. No additional feature or outcome is implied solely by prior discussions or assumptions where the law permits that exclusion. Agreed changes are recorded in writing; email is sufficient.

We may charge simple interest on undisputed overdue amounts at 4% per annum above the Bank of England base rate for the overdue period. This contractual interest does not apply to Consumers.

Subject to legal restrictions, including any applicable reasonableness requirement, our total liability arising from a SOW is capped at its full agreed project fee, whether paid or payable. We exclude indirect or consequential loss and loss of profit, revenue, business, anticipated savings or goodwill where lawful. Data loss is not automatically classified as indirect or consequential; liability for it remains subject to the lawful cap.

The courts of Northern Ireland have exclusive jurisdiction for Business Customers. These business-only rules do not reduce the core project protections we expressly give every customer.

Appendix A Consumer model cancellation form

Complete and send this form only if you wish to cancel. Leave it blank when accepting the Agreement. You may instead communicate any clear statement of cancellation. See section 10 for the applicable period and conditions.

Send to: John Taylor trading as Protoworks

17 Blenheim Drive, Newtownards, BT23 4QY, Northern Ireland

Email: enquiries@protoworks.uk

Telephone: +44 2891 621976

I/We (*) hereby give notice that I/We (*) cancel my/our (*) contract of sale of the following goods (*) / for the provision of the following service (*).

For digital content, identify the digital content in the description below.

Description of goods, service or digital content:

SOW or contract reference:

Ordered on (*) / received on (*):

Name of consumer or consumers:

Address of consumer or consumers:

Email or telephone for acknowledgment:

Signature of consumer or consumers:

A signature is needed only if this form is submitted on paper.

Date:

(*) Delete as appropriate. No reason for cancellation is required.

Appendix B Optional request to start Services early

Optional consumer form. Use only if you want the identified Services to start before your cancellation period ends. Leave it blank to wait. Signing the SOW or paying a deposit does not request an early start.

Consumer name:

SOW or contract reference:

Contract date, as completed or confirmed by Protoworks after SOW signature:

Services requested to start early:

Requested Services start date:

Appendix B Early Services request continued

Select each statement yourself only if you agree. Sign this form only if making the early-start request.

☐ I expressly request that Protoworks begin the Services identified above before my statutory cancellation period ends.

☐ I understand that if I cancel while those Services are being performed, after receiving the required information and making this request, I must pay the proportion of the agreed total price attributable to Services actually supplied up to cancellation. This is not an automatic forfeiture of my deposit.

☐ I acknowledge that, if the Services are fully performed during the cancellation period after my request, I will lose the statutory right to cancel those fully performed Services.

The request does not remove rights concerning faulty Services. Cancellation rights concerning digital content require the separate consent on the following page. If you do not request an early start, we will wait until the applicable period expires.

Consumer signature or affirmative electronic confirmation:

Date:

Protoworks will retain and send a copy of this request. For off-premises contracts it must be on paper or another durable medium. An affirmative email recording the Services, request and acknowledgments may be used instead.

Appendix B Optional consent to early digital supply

Optional consumer form. Complete and sign only if you want the identified digital content supplied without a physical medium before your cancellation period ends. Leave it blank if you choose to wait. This separate consent does not automatically end a cancellation right for development Services.

Consumer name:

SOW or contract reference:

Digital content to be supplied early:

Proposed supply date and method:

Select both statements yourself only if you agree. Sign this form only if consenting to early digital supply.

☐ I expressly consent to Protoworks beginning supply of the digital content identified above before my statutory cancellation period ends.

☐ I acknowledge that, once that supply begins after my consent, I will lose the statutory right to cancel the contract for that digital supply.

This does not remove my rights if the digital content is faulty, misdescribed or otherwise fails to meet the legal requirements. If I do not consent, Protoworks will wait until the cancellation period expires before beginning that supply.

Consumer signature or affirmative electronic confirmation:

Date:

Protoworks will confirm this consent and acknowledgment in a copy or confirmation of the contract that you can retain, as required by law. An affirmative email clearly identifying the digital content and recording both statements can be used instead of this form.

Appendix C Physical goods only

This annex applies only when your SOW includes physical goods. It does not apply to a software-only commission. Before signing, the SOW identifies the goods, price, delivery arrangements and any genuine custom-made exception. If Services, digital content and goods are combined, we explain the applicable cancellation arrangements.

Consumer quality rights

Goods must be of satisfactory quality, match their description and be fit for a particular purpose where the law requires. Agreed installation must also meet legal requirements. Faulty or non-conforming goods may give a Consumer a short-term right to reject, normally within 30 days, or rights to repair or replacement followed by a price reduction or final rejection under the statutory conditions. These rights remain even for custom-made goods. We bear the reasonable return costs required by law for faulty-goods remedies.

Consumer change-of-mind cancellation

Where a statutory cancellation right applies, the period normally ends 14 days after you or your nominated recipient receive the goods. For goods ordered together but delivered separately, it normally runs from receipt of the last goods. The information, notice and extension rules in section 10 also apply.

The statutory change-of-mind right does not apply to goods genuinely made to your specifications or clearly personalised. Merely making an item to order from a standard range does not necessarily qualify. We identify any exception before you contract. This does not remove faulty-goods rights or any contractual right to cancel under section 8, with the charges that section permits.

For goods that can be cancelled, send them back promptly and within 14 days after telling us, to the address in section 1 unless we arrange collection. You pay the direct return cost only if told before contracting; otherwise we pay. For goods not normally returnable by post, the required return-cost information or reasonable estimate is supplied beforehand. Where an off-premises contract involves goods delivered to your home when the contract was made and not normally returnable by post, we collect them at our expense as required by law.

We may make a legally permitted deduction for handling beyond what is needed to establish the goods' nature, characteristics and functioning, only where required cancellation information was supplied. We refund without undue delay. If collection is offered, the refund is due within 14 days after cancellation notice. Otherwise we may withhold it until we receive the goods or evidence of their return, whichever comes first, and refund within 14 days of that point. Refunds include our least expensive standard outbound delivery where applicable, use the original payment method unless expressly agreed otherwise, and carry no refund fee.