Addendum to Conditions of Sale: Authorised Dealer Provisions

This Addendum supplements AWM Limited Conditions of Sale and applies strictly to any Buyer purchasing Goods, Services, Calibration Contracts, or Software for the purpose of commercial resale, distribution, or third-party onboarding.

1. Termination for Subscription Default

The Seller reserves the right to terminate any or all subsisting Contracts, service schedules, or software allocations immediately, without prejudice to any other rights or remedies it may have, if the Buyer (acting as a Dealer):

a) Fails to pay any undisputed monthly software subscription or service fees within 14 days of the invoice due date; or

b) Suffers an event of insolvency, administration, receivership, or business cessation as detailed under Clause 17 of the Conditions of Sale.

2. Seller Step-In Rights

In the event of termination under Paragraph 1, or where the Seller reasonably determines that the Buyer has abandoned its operational or servicing obligations to its end customers, the Seller shall have the immediate and unconditional right (but not the obligation) to "step in" and protect the service, calibration, and operational continuity of the supplied systems.

3. Direct Customer Migration & Trade Continuity

Upon the triggering of Step-In Rights under Paragraph 2, the Buyer explicitly grants the Seller the right to:

a) Communicate directly with any and all third-party businesses onboarded, supplied, or managed by the Buyer;

b) Offer such businesses the opportunity to enter into a direct commercial contract with the Seller to maintain hardware operational and calibration continuity; and

c) Migrate customer profiles, software configurations, and historical weighbridge data to a direct account managed by the Seller.

4. Data Protection & Indemnity

The Buyer agrees that the sharing of customer contact and system details for this purpose is strictly necessary to prevent severe commercial disruption and ensure data preservation under the Data Protection Act 2018 and UK GDPR. The Buyer shall fully indemnify the Seller against any claims arising from a failure by the Buyer to inform their customers of this operational continuity framework.