Addendum to Conditions of Sale: End User Software License and Terms of Service

IMPORTANT: BY LOGGING INTO, ACTIVATING, OR UTILISING AWM SOFTWARE, YOU AGREE TO BE BOUND BY THESE B2B TERMS ON BEHALF OF YOUR BUSINESS ENTITY.

1.Software Licence Dependency

Where this Software, associated weighing equipment, or ongoing calibration/servicing is accessed via a package or commercial subscription managed through a third-party dealer or reseller (the "Intermediary"), you explicitly acknowledge and agree that your continuous legal licence to utilise the Software is strictly conditional upon the developer (AWM Limited) receiving timely and full monthly payments from said Intermediary.

2.Right of Service Suspension

If the Intermediary fails to pay the developer for your software allocation, or if the wholesale commercial agreement between the developer and the Intermediary is terminated or suspended for any reason, the developer reserves the absolute right to suspend or terminate your access to the Software, with or without prior notice.

3.Complete Exclusion of Consequential Loss

You explicitly acknowledge that a software suspension resulting from an Intermediary payment default may result in the immediate inability to operate connected hardware, including industrial weighbridges. Under no circumstances shall the developer (AWM Limited) be held liable to your business or any third party for any direct, indirect, incidental, or consequential damages, including but not limited to loss of commercial profits, revenue, business interruption, loss of operational data, transport delays, or statutory/environmental fines incurred resulting from such suspension.

4.Sole Remedy & Emergency Transition

In the event of an Intermediary default, your sole legal remedy for the loss of software or weighbridge operational service lies strictly against the Intermediary. The developer may, at its sole discretion and without creating any ongoing legal obligation, offer your business an emergency commercial transition path to convert your terminal into a direct commercial subscription to restore or maintain weighbridge service continuity.