TERMS & CONDITIONS

STUART GROUP LTD

STANDARD TERMS AND CONDITIONS FOR THE SALE OF GOODS AND THE SUPPLY OF SERVICES

1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply to these Conditions:

"**Buyer**" means the person or business who accepts a Quotation from the Seller for the sale of the Goods and/or the supply of Services, and may also be referred to as ("**you**").

"**Buyer Modifications**" means any Buyer required modifications to the manufacturer's standard specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Buyer and the Seller and shall be contained in the Quotation.

"**Conditions**" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller which shall together govern all sales of the Seller to the exclusion of any inconsistent term or terms proposed by the Buyer.

"**Contract**" means the contract between the Buyer and the Seller for the purchase and sale of the Goods and/or the supply of Services as set in the Order and in accordance with these Conditions.

"**Goods**" means the goods (including any instalment of such goods or any parts for them) which the Seller is to supply in accordance with these Conditions as set out in the Order.

"**Intellectual Property Rights**" means patents, rights to inventions, copyright and related rights, trademarks and service marks, business names and domain names, goodwill and the right to sue for passing off, rights in designs, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"**Order**" means the Buyer's order for the supply of the Goods and/or Services in accordance with the Quotation.

"**Order Acknowledgement**" means the Seller's written acceptance and confirmation of the Order.

"**Quotation**" means a document which the Seller provides to the Buyer containing details of the Goods and/or Services (including any Buyer Modifications) following receipt of an enquiry from the Buyer.

"**Seller**" means Stuart Group Limited, trading as Stuart Well Services and Stuart Pumps, a company registered in England and Wales under company number 02114643 whose registered office is at Stuart House, Hargham Road, Shropham, Norfolk NR17 1DT, which submits a Quotation for the Goods and/or Services to the Buyer or which accepts an Order for the Goods and/or Services from the Buyer, and may also be referred to as ("**we**" or "**us**").

"**Services**" means installation, servicing and/or maintenance services supplied by the Seller to the Buyer as set out in the Order.

1.2 Your rights under these Conditions will vary depending on whether you are a business customer purchasing Goods and/or Services for use or re-sale in your business, or an individual consumer, purchasing Goods and/or Services for your own private use. All rights under these Conditions apply to both business and consumer customers. However, if certain rights only apply to business or consumer customers, we have specified this in the Conditions below.

1.3 Where you wish to hire Goods, separate terms and conditions for the hiring of goods (available upon request) shall apply.

1.4 The headings in these Conditions are for convenience only and shall not affect their interpretation.

1.5 Nothing in these Conditions affects the statutory rights of a consumer customer. Any clause stated to apply where you are a business customer does not apply to consumer customers.

2. BASIS OF CONTRACT

2.1 The Buyer may seek, and the Seller may supply a Quotation which shall contain the quantity, quality and description of the Goods and/or Services which the Buyer requires. The Buyer may then make an Order for the Goods and/or Services. The Order constitutes an offer by the Buyer to purchase Goods and/or Services from the Seller in accordance with the Quotation and these Conditions.

2.2 No Order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until the Seller or the Seller's authorised representative issues the Buyer with an Order Acknowledgment, at which point and on which date the Contract shall come into existence.

2.3 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any Order (including any applicable Buyer Modifications) submitted by the Buyer, and for giving the Seller any necessary information relating to the Buyer's requirements for the Goods and/or Services within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

3. SUPPLY AND QUALITY OF GOODS

3.1 The Buyer acknowledges that the Seller may not be the manufacturer of the Goods but acts as a wholesaler and is therefore generally not responsible for the manufacture of the Goods. In such circumstances clauses 3.2 and 3.3 shall apply. However, in any case where Goods are manufactured, processed or amended by the Seller clauses 3.4 to 3.13 shall apply to the extent of such manufacturing, processing or amendment only.

Used Goods

3.2 Where you are a business customer and the Goods being supplied are pre-used or pre-owned, the Goods are sold "as is". The Seller shall provide the Buyer with the best information it has, however the Seller is not responsible for any inaccuracies and makes no representations or warranties as to the quality or suitability of such Goods. The Buyer must make its own inspection prior to purchase of any Goods in every case. Where you are a consumer customer, used Goods will be as described, of satisfactory quality (taking into account their age, price and any faults drawn to your attention before purchase) and fit for purpose, as required by the Consumer Rights Act 2015.

Resale Goods

3.3 Subject always to clause 3.7, where you are a business customer and the Goods being supplied are Goods which have been obtained from a third-party manufacturer, the Seller shall provide the Buyer any and all manufacturer's warranties relating to the Goods, to the extent permitted by the relevant manufacturer. The Seller makes no additional warranties, express or implied, beyond those provided directly by the manufacturer or as set out in this clause 3.3. The Seller shall provide the Buyer with all relevant warranty documentation, registration details, and instructions necessary for the Buyer to make a warranty claim. All warranty claims shall be handled directly between the Buyer and the relevant manufacturer, unless otherwise required by law. Where you are a consumer customer, this clause 3.3 does not affect your statutory rights against the Seller.

Bespoke Goods

3.4 Where the Goods being supplied are Goods which have been manufactured, processed or amended by the Seller, clauses 3.5 to 3.13 shall apply to the extent of such manufacturing, processing or amendment only.

3.5 Where you are a **business** customer, if the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with the Buyer Modifications, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller as a result of any claim made against the Seller by a third party arising out of or in connection with the Seller's use of or which results from the Seller's use of the Buyer Modifications.

3.6 Where you are a **consumer** customer, to the extent that Goods are to be manufactured to the Buyer Modifications which results in us suffering or incurring a claim for actual or alleged infringement of a third party's Intellectual Property Rights, and you knew or reasonably should have known that such content infringed upon a third party's rights including Intellectual Property Rights, you agree to be responsible and

shall reimburse any losses or expenses we reasonably incur resulting directly from any claim made against us arising out of or in connection with the Buyer Modifications.

3.7 Subject always to clauses 3.2 and 3.3, in the event that the Buyer requires the Goods to be modified or have any process applied thereto in accordance with the Buyer Modifications, then the Seller warranties as set out in clause 3.10 shall only apply to any modifications or processes that the Seller applies. The Seller shall not be held liable or otherwise be responsible where any modifications made pursuant to the Buyer Modifications renders the manufacturer's warranty provided to the Buyer in accordance with clause 3.3 void.

3.8 The Buyer Modifications shall be made entirely at the Buyer's risk and the Seller makes no warranties howsoever that the Goods after such Buyer Modifications shall comply with any applicable safety obligations imposed by any law or regulation and the Buyer shall indemnify the Seller against any claims, costs, demands or actions made against the Seller by any third party for an actual or alleged breach of any such law or regulations as a result of the Seller modifying or processing the Goods in accordance with the Buyer Modifications.

3.9 Without prejudice to clause 3.7 the Seller reserves the right to make any changes to the Buyer Modifications if required by any applicable law or regulatory requirement or, where such changes do not materially affect the quality or performance of the Goods. Where you are a **consumer**, we shall notify you of the date that the changes will take effect from, consult with you on any material changes and, except where changes are needed for legal compliance or the problem is urgent, will agree the changes in advance. You may contact us to end the Contract before the change takes effect and receive a refund for any Services you have paid for, but not received.

3.10 For any Goods which are manufactured by the Seller in accordance with the Buyer Modifications, the Seller warrants that on delivery and for 12 months after delivery, the Goods:

3.10.1 shall conform with their description and the Buyer Modifications (if applicable); and
3.10.2 shall be free from material defects in design, material and workmanship.

3.11 Subject to clause 3.12, if:

3.11.1 the Buyer gives notice in writing to the Seller within a reasonable time of discovery (and in any event within 14 days of discovery and within the warranty period set out in clause 3.10) that some or all of the Goods which are manufactured by the Seller do not comply with the warranty set out in clause 3.10;
3.11.2 the Seller is given a reasonable opportunity to examine such Goods; and
3.11.3 the Buyer returns such Goods to the Seller's place of business at the Buyer's cost,
3.11.4 the Seller shall at its own option and to the extent that it agrees that such Goods do not comply with the warranty set out in clause 3.10, repair or replace the defective Goods, or refund the price of the defective Goods in full.

3.12 The Seller shall not be liable for the Goods' failure to comply with the warranty set out in clause 3.10 if:

3.12.1 the Goods are pre-used or pre-owned as set out in clause 3.2, or are re-sold as set out in clause 3.3;
3.12.2 the Buyer makes any further use of such Goods after giving a notice in accordance with clause 3.11;
3.12.3 the defect arises because the Buyer failed to follow the Seller's oral or written instructions as to the storage, commissioning, installation, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;
3.12.4 the defect arises as a result of the Seller following the Buyer Modifications;
3.12.5 the defect arises as a result of faulty installation, where the installation is not carried out by the Seller as part of the Services;
3.12.6 the total price for the Goods has not been paid by the due date for payment;
3.12.7 the defect arises as a result of fair wear and tear, wilful damage, negligence, misuse or abnormal storage or working conditions; or
3.12.8 the Goods differ from their description or the Buyer Modifications as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

3.13 Any warranty under this clause 3 does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as given by the manufacturer to the Seller.

3.14 Any warranty under this clause 3 does not extend to hour meter readings on used products. They are shown for guidance only and cannot be guaranteed. The Buyer should satisfy themselves as to the condition, usage and suitability of pre-owned equipment prior to purchase.

3.15 Where you are a business customer, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

3.16 The Conditions shall apply to any repaired or replacement Goods supplied by the Seller.

4. PRICE OF THE GOODS

4.1 The price of the Goods shall be set out in the Quotation, or where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of the Order (a copy of which is available in digital or hard copy upon request). Unless withdrawn earlier, Quotations are valid for 30 days from the date of issue. A Quotation is not an offer, and the Seller may withdraw or amend a Quotation at any time before it issues an Order Acknowledgement, including to reflect any change in the price charged to the Seller by its suppliers.

4.2 The Seller reserves the right by giving notice to the Buyer at any time before delivery, to increase the price of the Goods (including Goods manufactured to the Buyer Modifications), to reflect any increase in the cost of such Goods to the Seller which is due to:

4.2.1 any factor beyond the control of the Seller (such as, without limitation, any increase in the price charged to the Seller by the manufacturer or supplier of the Goods, any foreign exchange fluctuation, currency regulation, increases in taxes, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture);

4.2.2 any change to the delivery dates, quantities or the Buyer Modifications for the Goods which is requested by the Buyer; or

4.2.3 any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

4.3 If you are a **consumer** customer, we may only increase the price of the Goods which have been manufactured to the Buyer Modifications where we must do so to reflect changes in relevant laws and regulatory requirements, or to make a minor technical adjustment or improvement which does not affect your use of the Goods. Where we increase the price of the Goods as set out in clause 4.2, we shall provide you notice and you shall be entitled to terminate the contract with 14 days' prior written notice to us.

4.4 Except as otherwise stated in the Quotation or in any price list of the Seller, and unless otherwise agreed in writing between the Buyer and the Seller, all prices are given by the Seller on an ex works basis, and where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, and subject to clause 11.10 below, the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance. Such charges shall be set out in the Quotation.

4.5 Where you are a business customer, the price is exclusive of any applicable value added tax, or any tax introduced of a similar nature in addition to or in substitution thereof which the Buyer shall be additionally liable to pay to the Seller. Where you are a consumer customer, all prices quoted to you shall include VAT at the applicable rate.

4.6 The charges for the Services shall be as set out in the Quotation. The Seller may charge for additional work, time or materials required as a result of the Buyer's instructions, or of information provided by the Buyer being inaccurate or incomplete, provided that the Seller notifies the Buyer before carrying out such additional work.

5. TERMS OF PAYMENT

5.1 Subject to any special terms agreed in writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the price any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.

The Seller shall be entitled to invoice the Buyer for the Services on completion or, where the Services are provided over a period of more than one month, monthly in arrears.

5.2 The Buyer shall pay the price of the Goods and/or the charges for the Services in full and cleared funds within 30 days of the date of the Seller's invoice, notwithstanding that delivery may not have taken place and title in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon written request from the Buyer.

5.3 If the Buyer fails to make payment on the due date then, without prejudice to any other right or remedy available to the Seller, including those under clause 10, the Seller shall be entitled to:

5.3.1 suspend any further deliveries to the Buyer until payment is made;

5.3.2 appropriate any payment made by the Buyer to such of the Goods (or the Goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and

5.3.3 charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of 4% per annum above the Bank of England base rate from time to time, until payment in full is made together with all reasonable and proper recovery costs.

5.4 Where you are a business customer, all amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6. DELIVERY

6.1 Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed with the Seller in writing, by the Seller delivering the Goods to that place.

6.2 Where you are a business customer, any dates quoted for delivery of the Goods are approximate only and, save as set out in clause 6.4, the Seller shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer. Where you are a consumer customer, we will deliver the Goods on the date agreed or, if no date is agreed, within 30 days of the Contract coming into existence.

6.3 The Seller may at its discretion make partial delivery of the Buyer’s Order which shall be invoiced separately. Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claims by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat that Contract as a whole as repudiated.

6.4 If the Seller fails to deliver the Goods within a reasonable period after the quoted delivery date for any reason other than any cause beyond the Seller's reasonable control or the Buyer's act, omission or fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited only to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.

6.5 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's material default) then, without prejudice to any other right or remedy available to the Seller, the Seller may without prior notification to the Buyer:

6.5.1 store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or

6.5.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for any excess over the price paid under the Contract or charge the Buyer for any shortfall below the price paid under the Contract.

6.6 Where the Seller arranges for delivery of the Goods by an independent carrier and the Goods do not arrive within 14 days of the notified date of dispatch, the Buyer shall immediately give written notice of the non-arrival to the Seller and the carrier, and if the Goods are damaged or broken in transit the Buyer shall immediately upon receipt notify the Seller by telephone of the particulars of such damage and thereafter

confirm the same in writing within 5 days of receipt of the Goods, following which the Seller may arrange for inspection of the Goods at a convenient time as agreed between the parties.

7. TITLE AND RISK

7.1 The risk in the Goods shall pass to the Buyer:

7.1.1 in the case of Goods to be collected from the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection; or

7.1.2 in the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, title in the Goods shall not pass to the Buyer until the earlier of the Seller receiving (in cash or cleared funds) payment in full of the price of the Goods, or the Buyer reselling the Goods, in which case title to the Goods shall pass at the time as specified in clause 7.4.

7.3 Until such time as title in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property.

7.4 The Buyer shall be entitled to resell or use the Goods in the ordinary course of its business before the Seller receives payment for the Goods, but the Buyer does so as principal and not the Seller's agent and title to the Goods shall pass from the Seller to the Buyer immediately before the time at which resale by the Buyer occurs. The Buyer shall account to the Seller for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any monies or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

7.5 Where you are a business customer, until such time as the title in the Goods passes to the Buyer, the Seller may by notice in writing to the Buyer, terminate the Buyer's right under clause 7.4 to resell the Goods or use them in the ordinary course of its business, and the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, the Seller is hereby authorised to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

7.6 Subject to clause 7.4 the Buyer shall not permit or suffer any lien, charge or encumbrance to arise in respect of the Goods prior to title thereto passing to the Buyer.

8. SUPPLY OF SERVICES

8.1 The Seller shall supply the Services to the Buyer as set out in the Quotation (or as otherwise agreed between the parties in writing) and the Seller shall use reasonable endeavours to meet any performance dates for the Services as estimated in the Quotation or as updated by the Seller after the date of the Order Acknowledgment or as otherwise agreed between the parties, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

8.2 The Seller reserves the right to amend the Services if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Seller shall notify the Buyer in any such event.

8.3 The Seller warrants to the Buyer that the Services will be provided using reasonable care and skill.

8.4 The Buyer shall:

8.4.1 co-operate with the Seller in all matters relating to the Services;

8.4.2 provide the Seller, its employees, agents, consultants and subcontractors, with access to the Buyer's premises, office accommodation and other facilities as reasonably required by the Seller to provide the Services; and

8.4.3 provide the Seller with such information and materials as the Seller may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects.

8.5 If the Seller's performance of any of its obligations under the Contract is prevented or delayed by any act or omission of the Buyer or failure by the Buyer to perform any relevant obligation, the Seller, without limiting or affecting any other right or remedy available to it, may suspend performance of the Services until the Buyer remedies the default and the Buyer shall reimburse the Seller on written demand for any costs or losses sustained or incurred by the Seller arising directly or indirectly from the Buyer's default.

8.6 The Seller shall not be liable for any costs or losses sustained or incurred by the Buyer arising directly or indirectly from the Seller's failure or delay to perform any of its obligations where such failure or delay is caused by the Buyer as set out in clause 8.5.

8.7 Where you are a business customer, if the Services do not comply with clause 8.3 and the Buyer notifies the Seller in writing within 30 days of completion of the relevant Services, the Seller shall, at its option, re-perform the non-conforming Services or refund the charges paid for them, and this shall be the Buyer's sole remedy for such non-compliance. Where you are a consumer customer and the Services are not provided with reasonable care and skill, you may ask us to repeat them or, if that is not possible, receive a price reduction, in accordance with the Consumer Rights Act 2015.

9. LIMITATION OF LIABILITY

9.1 References to liability in this clause 9 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence) or otherwise.

9.2 Nothing in the Contract limits any liability for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation or any liability that legally cannot be limited.

9.3 Where you are a **business** customer, any claim by the Buyer resulting from any alleged defect in the quality or condition of the Goods which have been modified to the Buyer's Modifications or the Goods' failure to correspond with the Buyer Modifications must (whether or not delivery is refused by the Buyer) be notified in writing to the Seller as soon as reasonably practicable after discovery of the defect, and in any event within 14 days of the date of delivery in relation to any apparent defect, and, in relation to any latent defect, within 14 days of discovery and in any event within the warranty period set out in clause 3.10. Time shall be of the essence as regards the time for notification.

9.4 Where you are a **consumer** customer, nothing in these Conditions affects your statutory rights under the Consumer Rights Act 2015. In summary, if the Goods are faulty or not as described: (a) within 30 days of delivery you may reject them and receive a full refund; (b) after 30 days you may ask us to repair or replace them and, if repair or replacement is not possible or is unsuccessful, you may receive a price reduction or reject the Goods for a refund (which may be reduced to reflect your use of them if more than six months have passed since delivery); and (c) you may have further rights for up to six years from delivery. A fault which appears within six months of delivery is presumed to have been present on delivery unless we can show otherwise.

9.5 Where you are a business customer, if the Buyer does not notify the Seller in accordance with clause 9.3, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

9.6 Where the Buyer brings any valid claim against the Seller in accordance with clause 9.3, the Seller shall be entitled to replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer.

9.7 Where any claim is brought against the Seller for any reason as set out in clause 3.5, 3.6 or 3.8, the Seller is given full control of any proceeding or negotiations in connection with any such claim, and the Buyer shall give the Seller all reasonable assistance for the purposes of any such proceedings or negotiations and the Seller shall be entitled to require the Buyer to take such steps as the Seller may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which the Buyer is liable to indemnify the Seller.

9.8 Where you are a business customer, and except as set out in clause 9.2, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profits, loss of sales or business, loss of agreements or contracts, loss of or damage to goodwill and any indirect or consequential loss (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, except as expressly provided in these Conditions.

9.9 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay or failure to carry out the Contract due wholly or in part of a force majeure event as described in clause 12.1.

9.10 Where you are a **consumer**, we will be responsible for losses you suffer should we breach this Contract, unless the loss is:

9.10.1 **Unexpected**. It was not obvious that it would happen and nothing you said to us before we accepted your Order meant we should have expected it (so, in the law, the loss was unforeseeable).
9.10.2 **Caused by a delaying event outside our control**. As long as we have taken the steps to notify you of the delay as required by these terms.
9.10.3 **Avoidable**. Something you could have avoided by taking reasonable action.
9.10.4 **A business loss**. We only supply the Goods and/or Services to consumer customers for domestic and private use, and we are not liable for any loss of profit, loss of business, business interruption or loss of business opportunity.

9.11 Where you are a consumer, if the supply of our Goods and/or Services to you is delayed by an event described in clause 12.1, we will contact you as soon as possible to let you know and do what we can to reduce the delay.
9.12 Where you are a business customer, and subject to clause 9.2, the Seller's total liability to the Buyer arising under or in connection with the Contract shall not exceed the total price paid or payable for the Goods and/or Services under the Contract.

10. TERMINATION

10.1 Where you are a business customer, without affecting any other right or remedy available to it, the Seller may terminate the Contract with immediate effect by giving written notice to the Buyer if:

10.1.1 the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
10.1.2 an encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
10.1.3 the Buyer ceases, or threatens to cease, to carry on business; or
10.1.4 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly; or
10.1.5 the Buyer commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified to do so; or
10.1.6 the Buyer fails to pay any amount due under the Contract on the due date for payment.

10.2 Without affecting any other right or remedy available to it, the Seller may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Buyer and the Seller if the Buyer fails to pay any amount due under the Contract on the due date for payment.

10.3 On termination or expiry of the Contract, the Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest and, in respect of Goods and Services supplied but for which no invoice has been submitted, the Seller shall submit an invoice, which shall be payable by the Buyer immediately on receipt.

10.4 Subject to clause 10.8, where you are a **consumer** customer, you will be entitled to cancel your Contract with us early if:

10.4.1 **you change your mind within the cancellation period** (which applies where the Contract was made at a distance, for example by telephone, email or online, or away from our premises, and

ends 14 days after the day you receive the Goods or, for Services, 14 days after the day the Contract comes into existence) – in these circumstances you will be entitled to a full refund of any amounts you have paid, less the cost of returning the Goods (which you shall bear) and, where you expressly asked us to start the Services within the cancellation period, a proportionate charge for the Services provided up to the date you cancel. You do not have the right to change your mind once the Services have been fully performed at your express request;

10.4.2 **you are unhappy with a proposed change to the Buyer Modifications or Goods and/or Services we have suggested** - in these circumstances you will be entitled to a refund of any amounts you've paid us in advance less any charges for the Goods and/or Services we have provided or for unrecoverable costs for your Goods and/or Services we have committed to before you cancelled; or

10.4.3 **you have a legal right to cancel because we have failed to comply with our legal obligations in respect of the Goods and/or Services** – in these circumstances you may be entitled to a refund depending on the specific issue and when it was notified to us.

10.5 Where you are a **consumer** customer and you wish to cancel your Contract with us early as provided by clause 10.4, you should notify us in writing using the details in clause 12.5 below. You may use the model cancellation form which we provide with your Order Acknowledgement, but you do not have to. You do not need to give a reason where you are cancelling under clause 10.4.1. If you are entitled to a refund of any charges for cancelling, this will be paid to you within 14 days of your Contract being cancelled or, where Goods are to be returned to us, within 14 days of us receiving them back (or, if earlier, of you providing evidence that you have returned them). We will refund you by the method you used for payment. We don't charge a fee for the refund.

10.6 Where you are a **consumer** customer and you end the Contract early for any other reason than those listed above, we will charge you for the work carried out up until the end of the Contract, as well as any charges we have already incurred which can't be refunded.

10.7 Where you are a **consumer** customer, we can end the Contract and claim any compensation due to us (including enforcement costs) if:

10.7.1 you don't make any payment to us when it's due and you still don't make payment within 7 days of our reminding you that payment is due;

10.7.2 you don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the Goods and/or Services;

10.7.3 you fail to obtain, within a reasonable time, any consents or any other permissions or approvals required for us to provide the Services; or

10.7.4 you fail to comply with any of your other obligations in these terms when required;

10.8 There is no statutory right of withdrawal/cancellation regarding personalised Goods (Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013/3134: Regulation 28). You cannot change your mind about an order for Goods that are made to the Buyer Modifications or are clearly personalised.

11. EXPORT TERMS

11.1 Where the Goods are supplied for export from the United Kingdom, the provisions of this clause 11 shall (subject to any special terms agreed in writing between the Buyer and the Seller) apply notwithstanding any other provision of these Conditions.

11.2 The Buyer shall, at the time of placing an Order with the Seller, notify the Seller where any Goods are supplied for export, directly or indirectly, from the country of supply, including any intended destination of supply and all intended recipients of supply. If any of the Goods are subject to any Export Control Laws (as defined under clause 11.3), the Buyer shall support the Seller, free of charge and in a timely manner, to obtain all necessary UK clearances, licences, permissions, approvals, authorisations, and/or determinations that may be required by the Seller in connection with its supply of the Goods to the Buyer.

11.3 Buyer shall not, directly or indirectly, export any Goods or technical data acquired from the Seller in breach of any applicable export control laws or regulations, including the Export Control Act 2002, the Export Control Order 2008 and, where applicable, United States export laws and regulations ("**Export Control Laws"**) to any country for which government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.

11.4 The Buyer shall not, directly or indirectly, export any Goods acquired from the Seller in contravention of any laws or regulations relating to financial, trade or other sanctions from time to time administered and enforced by any applicable sanctions authority (including those of the United Kingdom, the United Nations, the European Union and the United States, and their respective authorities such as OFSI, the Office of Trade Sanctions Implementation and OFAC) ("Sanctions"). Without limiting the foregoing, the Buyer shall not, and shall procure that its agents and any onward recipient of the Goods shall not, directly or indirectly: (a) sell, supply, export, re-export, transfer or make available any Goods, or any parts, software or technology relating to them, to or for use in any country or territory which is subject to Sanctions from time to time, including the Russian Federation and Belarus; (b) sell, supply or make available any Goods to, or otherwise transact with, any person, entity, vessel or body which is designated, listed or otherwise restricted under any Sanctions, or which is owned or controlled by, or acting for or on behalf of, any such person or entity; or (c) make or receive any payment, or use any funds or economic resources, in connection with the Contract which would breach any Sanctions or which involve any sanctioned bank or financial institution. The Buyer warrants that neither it, nor any of its owners, directors, officers or the end users of the Goods, is designated, listed or otherwise restricted under any Sanctions, and shall notify the Seller immediately in writing if that ceases to be the case.

11.5 The Buyer shall not do, or omit to do, any act that will cause or lead the Seller to contravene any Export Control Laws or Sanctions.

11.6 The Buyer undertakes contractually to oblige any third party to whom it supplies any such Goods (and any third parties to whom such Goods are to be onward supplied) to give an undertaking to the Buyer in terms equivalent to those set out under clauses 11.3 to 11.5 above; and if requested, to provide the Seller (without charge) with any reasonable assistance to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws and Sanctions.

11.7 The Buyer undertakes to as soon as reasonably practicable notify the Seller in writing if at any time there is any fact or circumstance that would give rise to a breach of this clause 11 and it shall provide such information about such fact or circumstance about the breach as the Seller requires to comply with its obligations to any export or sanctions authority or as otherwise reasonably requested.

11.8 Save where prohibited by applicable law, the Buyer shall indemnify the Seller against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, fines and penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Seller arising out of or in connection with any claim made against the Seller for any breach by the Buyer of any provision of this clause 11 and any applicable Export Control Laws and Sanctions and any breach by any third party of any Export Control Laws and Sanctions to whom the Buyer supplies the Goods.

11.9 The Buyer shall comply with all Export Control Laws and Sanctions that may apply to the importation of the Goods into the country of destination and for the payment of any duties thereon. The Buyer shall be responsible in all regards for taking such action as is necessary to ensure the Goods clearance through customs and into the country of destination.

11.10 Unless otherwise agreed in writing between the Buyer and the Seller, the Goods shall be delivered FCA (Free Carrier) the Seller's premises or, for non-containerised shipments by sea, FOB (Free on Board) the port of shipment (Incoterms 2020) and the Seller shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.

12. GENERAL

12.1 **Force Majeure**: Neither party shall be liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from events, circumstances or causes beyond its reasonable control (including act of God, action by any government, war or civil war, strikes, lock-outs or trade disputes, fire, flood or severe weather, or any material becoming unavailable or irreplaceable, whether at all or at commercially acceptable prices). If the period of delay or non-performance continues for 14 days, the party not affected may terminate this agreement by giving not less than 14 days' written notice to the affected party.

12.2 **Third Party Rights**: These Conditions do not give rise to any rights of any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any provision of the Contract.

12.3 **Assignment and other dealings**: The Buyer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Seller. The Seller may transfer the Contract to another person; where you are a consumer, we will ensure that the transfer won't affect your rights under the Contract.

12.4 **Data Protection**: Each party shall, in relation to any personal data processed by it in connection with the Contract, comply with all laws applicable to it concerning data protection.

12.5 **Notices**: Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. Letters sent by first class post shall be deemed to have been received two clear business days following postage, and notices sent by email shall be deemed to have been received at the time of transmission or, if sent outside business hours (9.00am to 5.00pm on a working day), at 9.00am on the next working day.

12.6 **Waiver**: No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

12.7 **Entire Agreement**: The Contract constitutes the entire agreement between the parties relating to its subject matter. Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.

12.8 **Severance**: If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

12.9 **Governing Law and Jurisdiction**: This Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by the laws of England and Wales and the parties agree that the courts of England and Wales shall have exclusive jurisdiction, except that if you are a consumer resident in Scotland or Northern Ireland you may also bring proceedings in the courts of the country where you live.