

1. DEFINITIONS

"Applicable Laws" means all statutes, statutory instruments, regulations, by-laws, directives, regulatory requirements, legally binding codes of practice, court orders and other applicable legal requirements relating to the Goods, Services, environmental obligations, waste management, health and safety, data protection, taxation, modern slavery, anti-bribery, anti-corruption or performance of the Contract.

"Business Day" means any day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

"Buyer" means the person, firm, company, or other legal entity purchasing the Goods from the Seller.

"Defect" means any defect, fault, deficiency or failure in the Goods which causes the Goods not to conform in all material respects with their description, Specification or applicable manufacturer requirements, but excluding any defect arising from fair wear and tear, misuse, incorrect Installation (where not carried out by or on behalf of the Seller), unauthorised alteration, improper maintenance, accidental damage, failure to follow operating instructions, or any matter outside the Seller's reasonable control.

"Contract" means the agreement between the Seller and Buyer for the sale of Goods incorporating these Terms and Conditions, the Seller's Quotation, Order confirmation and any other documents expressly incorporated into the agreement.

"Delivery" means delivery of the Goods to the location agreed between the Parties or collection of the Goods from the Seller's premises.

"Delivery Address" means the location specified by the Buyer and accepted by the Seller for delivery of the Goods.

"Deposit" means any sum paid or payable by the Buyer to the Seller in advance of the Seller's performance of its obligations under the Contract. Unless otherwise agreed in writing by the Seller, the Deposit is non-refundable and may be applied by the Seller towards any amounts due from the Buyer under the Contract, including any losses, costs or liabilities arising from the Buyer's breach or failure to perform its obligations.

"Drawings" means any plans, diagrams, designs, technical drawings or other visual materials provided by the Seller.

"Force Majeure Event" means any event or circumstance beyond the reasonable control of the affected Party which prevents, hinders or delays the performance of its contractual obligations, including (without limitation) acts of God, flood, fire, storm, earthquake, epidemic, pandemic, war, terrorism, civil commotion, riot, industrial dispute, strikes or lock-outs (other than those involving the affected Party's own workforce where reasonably avoidable), interruption or failure of utilities, telecommunications or transport networks, shortages of labour or materials, supply chain disruption, acts or omissions of government or regulatory authorities, import or export restrictions, sanctions, or any other event beyond the reasonable control of the affected Party (although an increase in cost alone shall not constitute a force majeure event).

"Goods" means the goods, equipment, machinery, parts, components, accessories or other products (including any instalment of the Goods or any part thereof) which the Seller agrees to sell to the Buyer under the Contract.

"Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce in force at the date when the Contract is made.

"Insolvency Event" means the Customer entering into administration, liquidation (whether voluntary or compulsory), or any composition, compromise or arrangement with its creditors, being unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, admitting that it is unable to pay its debts as they fall due, or proposing such a composition, compromise or arrangement.

"Installation" means any Installation services provided by the Seller which are subject to the Seller's separate Installation Terms and Conditions.

"Intellectual Property Rights" means patents, Trademarks, copyright, design rights, database rights, confidential information and all other Intellectual property rights whether registered or unregistered.

"Notice" means any written communication required or permitted under these Terms and Conditions.

"Manufacturer" means the original manufacturer of the Goods, or any component part supplied by the Seller.

"Manufacturer Warranty" means any Warranty, guarantee or Manufacturer's support provided by the Manufacturer of the Goods and passed through by the Seller to the Buyer.

"Order" means the Buyer's request to purchase Goods submitted to the Seller.

"Party" means either the Seller or Buyer and "Parties" means both of them.

"Price" means the Price payable by the Buyer for the Goods as stated in the Seller's Quotation, Order confirmation or invoice, including any revised Price notified under Clause 4.3 ("New Price").

"Quotation" means any Quotation, proposal or offer issued by the Seller describing the Goods, Price and any applicable terms.

"Terms and Conditions" means the standard Terms and Conditions of sale set out in this document.

"Trademarks" means any trademarks, brand names, logos, service marks, trading names, designs, get-up, domain names or other indicia of origin owned, licensed or used by the Seller or relating to the Goods.

"Seller" means Edge DPM Limited, a company incorporated in England and Wales whose registered office is Chestnut Field House, Chestnut Field, Rugby, Warwickshire, United Kingdom, CV21 2PD.

"Specification" means any description, drawing, design, technical information, measurement, requirement or Specification relating to the Goods provided by the Seller or agreed between the Parties.

"Subcontractor" means any third party appointed by the Seller to perform any part of its obligations.

"Writing" includes any written communication sent by letter, email or other electronic means capable of being retained and reproduced.

2. BASIS OF THE CONTRACT

2.1 These Terms and Conditions govern the Contract for the sale of the Goods by the Seller to the Buyer and apply to the exclusion of any other terms which the Buyer seeks to impose or incorporate, whether contained in any purchase Order, confirmation of Order or other document, unless expressly agreed in Writing by the Seller.

2.2 The Contract comprises:

- (a) the Seller's Quotation (if any);
- (b) the Seller's Order confirmation;
- (c) these Terms and Conditions; and
- (d) any document expressly incorporated by reference.

In the event of inconsistency, the documents shall take precedence in that Order.

2.3 No Order shall be binding until accepted by the Seller in Writing.

2.4 Any Quotation issued by the Seller is an invitation to treat only and shall remain valid for the period stated within it or, if no period is stated, for thirty (30) days from its date.

2.5 No variation of the Contract shall be effective unless agreed in Writing and signed by authorised representatives of both Parties.

2.6 The Buyer acknowledges that it has not relied upon any representation, statement or Warranty not expressly incorporated into the Contract.

2.7 Nothing in these Terms excludes liability for fraudulent misrepresentation.

2.8 Where the Seller provides Installation, maintenance or servicing services in connection with the Goods, such services shall be subject to the Seller's separate applicable Terms and Conditions for those services, which shall apply in addition to these Terms. In the event of any inconsistency, those terms shall prevail in relation to the relevant services.

3. ORDERS AND SPECIFICATIONS

3.1 All Goods are offered subject to availability and acceptance by the Seller.

3.2 No Order submitted by the Buyer shall be deemed accepted by the Seller unless and until it is confirmed by the Seller, either orally or in Writing. The Seller reserves the right to refuse any Order without liability.

3.3 The Seller may, before accepting an Order or at any time during the Contract, carry out credit, financial and other due diligence checks to assess the Buyer's creditworthiness and ability to meet its payment obligations. The Buyer shall promptly provide any information reasonably requested by the Seller for this purpose.

3.4 The Seller may require the Buyer to pay a Deposit, make advance payment or provide other security within a period specified by the Seller:

- (a) as a condition of accepting an Order or entering into the Contract;
- (b) where the Seller reasonably considers the Buyer's financial position, payment history or creditworthiness has deteriorated or presents an increased credit risk; or
- (c) where the value, scope or duration of the Contract increases.

3.5 Where the Buyer fails to provide the Deposit if requested under clause 3.4, then the Seller may suspend performance of the Contract, including Delivery of Goods, until payment or security is received in cleared funds. Such suspension shall not constitute breach, and Delivery dates shall be adjusted accordingly. If the Buyer continues to fail to provide the required deposit, advance payment or security within the specified period, the Seller may terminate the Contract by written Notice without liability, without prejudice to any other rights or remedies available to the Seller.

3.6 Any descriptions, catalogues, brochures, drawings, technical data, illustrations or advertising material are provided for general guidance only and do not form part of the Contract.

3.7 The Seller may make reasonable changes to the design, Specification or construction of the Goods where such changes:

- (a) improve performance or safety;
- (b) are required by the Manufacturer;
- (c) are necessary to comply with Applicable Laws; or
- (d) do not materially affect the nature or quality of the Goods.

3.8 Where Goods are Manufactured or supplied to the Buyer's Specification, the Buyer Warrants that the Specification does not infringe any Intellectual Property Rights or Applicable Laws and shall indemnify the Seller against all resulting claims, losses, costs and liabilities.

3.9 The Buyer is responsible for ensuring the accuracy of any Order, Specification or information supplied to the Seller.

4. PRICE

4.1 The Buyer shall pay the Price together with any VAT and other applicable taxes, duties or charges payable in connection with the sale of the Goods.

4.2 Unless otherwise stated in the Quotation or Contract, the Price includes standard packaging but excludes:

- (a) carriage;
- (b) insurance;
- (c) Installation;
- (d) commissioning;
- (e) export costs;
- (f) customs duties; and
- (g) any other applicable surcharges or additional costs.

4.3 The Seller may increase the Price before Delivery where reasonably necessary to reflect increases in costs incurred by the Seller, including increases in:

- (a) raw material costs;
- (b) labour costs;
- (c) transport costs;
- (d) import duties, taxes or regulatory charges;
- (e) foreign exchange fluctuations;
- (f) Manufacturer price increases; or
- (g) any other costs arising outside the Seller's reasonable control.

4.4 Where the Seller increases the Price in accordance with Clause 4.3, the revised Price notified by the Seller shall constitute the "New Price". The Seller shall notify the Buyer of the New Price before Delivery.

4.5 The Buyer may cancel the affected Order by giving Written Notice to the Seller within two (2) Business Days of receiving notification of the New Price. If the Buyer does not provide such Notice within that period, the Buyer shall be deemed to have accepted the New Price and the Contract shall continue on the basis of the revised Price.

4.6 If the Buyer cancels an Order under Clause 4.5, the Seller shall have no obligation to deliver the affected Goods and shall not be liable to the Buyer for any loss arising from such cancellation.

5. WARRANTY

5.1 Subject to this Clause, the Seller warrants that at Delivery, the Goods shall materially conform to their Specification.

5.2 Manufacturer warranties shall apply where provided by the Manufacturer and are passed to the Buyer only to the extent permitted by the Manufacturer.

5.3 Laundry (Electrolux) Parts fitted to Electrolux Laundry Equipment purchased from Edge DPM Limited for installation in the UK carry a warranty against all mechanical and electrical defects arising from faulty workmanship or materials for a period of twelve (12) months from the date of installation, Monday to Friday, between 9am and 5pm

5.4 Microwave ovens are supplied with a twelve (12) month parts and labour Warranty only.

5.5 The Warranty shall not apply where any Defect arises from:

- (a) fair wear and tear;
- (b) accidental damage;
- (c) misuse;
- (d) neglect;
- (e) improper storage;
- (f) failure to follow operating instructions;
- (g) unauthorised modification or repair;
- (h) installation by persons other than the Seller or its authorised Subcontractors; or
- (i) any cause beyond the Seller's reasonable control.

5.6 The Seller's sole obligation under this Warranty shall be, at its option, to repair, replace or refund the defective Goods.

5.7 Except to the extent that any term is implied by law and cannot lawfully be excluded, the Seller excludes all warranties, conditions and terms implied by statute, common law or otherwise.

5.8 Nothing in these Terms excludes any statutory rights which cannot lawfully be excluded.

6. PAYMENT, APPLICATION OF PAYMENT, LATE PAYMENT AND DEBT RECOVERY

6.1 Unless otherwise agreed in Writing, the Buyer shall pay the Price and all other sums due under the Contract in full within thirty (30) days of the date of the Seller's invoice. Time for payment shall be of the essence.

6.2 All payments shall be made in cleared funds without any deduction, withholding, counterclaim or set-off unless such deduction or withholding is required by law.

6.3 The Buyer shall not withhold payment of any amount due under the Contract because of any alleged defect, dispute, delay, claim or breach unless expressly agreed by the Seller in Writing.

6.4 If any amount due from the Buyer remains unpaid after the due date, the Seller shall, without prejudice to any other rights or remedies available to it, be entitled to:

- (a) recover statutory interest on the overdue amount pursuant to the Late Payment of Commercial Debts (Interest) Act 1998, together with any compensation and recovery costs available under the Late Payment of Commercial Debts Regulations 2002 (as amended or replaced from time to time);
- (b) where the statutory provisions referred to in Clause 6.4(a) do not apply, charge interest on overdue sums at the rate of eight per cent (8%) per annum above the Bank of England base rate from time to time, calculated daily from the due date until payment in full;
- (c) recover all reasonable costs and expenses incurred in recovering overdue sums, including legal costs, debt recovery fees, collection agency charges, tracing fees, court fees and enforcement costs, to the extent permitted by law;
- (d) suspend performance of the Contract, including delivery of Goods or provision of Services;
- (e) refuse or delay further Orders or deliveries;
- (f) require payment in advance or additional security before accepting further Orders; and
- (g) terminate the Contract in accordance with Clause 16.

6.5 Any payment received from the Buyer shall be applied by the Seller towards any sums owed by the Buyer under the Contract. Unless otherwise required by law, the Seller may allocate payments between outstanding principal, interest, compensation, costs and charges at its discretion. The Seller's allocation of payments shall not prejudice any statutory rights or remedies available to the Seller.

6.6 The Buyer shall remain liable for all sums due under the Contract notwithstanding any dispute relating to any other Goods, Services or agreement between the Parties.

6.7 The Seller may assign, transfer, sell or otherwise dispose of any unpaid debt arising under the Contract to any third party, including a debt collection agency, solicitor, factoring company, finance provider or debt purchaser, without obtaining further consent from the Buyer.

6.8 The Buyer consents to the Seller disclosing information reasonably required for the purposes of debt recovery, enforcement, administration or assignment of any debt.

6.9 Nothing in these Terms shall restrict or prejudice any statutory rights or remedies available to the Seller in relation to late payment, including those arising under the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts Regulations 2002 or any amendment, replacement or equivalent legislation.

6.10 The rights and remedies contained in this Clause are cumulative and are in addition to any other rights or remedies available to the Seller at law or under the Contract.

7. COMPLIANCE WITH LAWS AND REGULATORY REQUIREMENTS

7.1 The Seller shall comply with Applicable Laws relating to the Manufacture, supply and sale of the Goods to the extent applicable to the Seller's obligations under the Contract.

7.2 The Buyer shall comply with all Applicable Laws relating to the purchase, resale, distribution, storage, Installation, operation, use and disposal of the Goods, including any requirements applicable to the Buyer's premises, facilities, utilities, access arrangements and operating conditions.

7.3 The Buyer shall ensure that the Goods are used, stored, installed, operated and maintained in accordance with:

- (a) Applicable Laws;
- (b) the Manufacturer's instructions and recommendations;
- (c) all relevant health and safety requirements; and
- (d) any reasonable guidance provided by the Seller.

7.4 The Buyer shall be responsible for obtaining and maintaining all licences, consents, approvals, permits and permissions required for the Installation, operation, use, resale or disposal of the Goods, unless expressly agreed otherwise in Writing.

7.5 The Buyer shall comply with all applicable tax laws and regulations in connection with the purchase, resale, distribution, import, export, use or disposal of the Goods and shall not knowingly use the Goods, the Contract or any transaction contemplated by the Contract to facilitate tax evasion, fraud or any unlawful tax arrangement.

7.6 Where the Buyer resells, distributes or supplies the Goods to any third party, the Buyer shall be responsible for ensuring that such resale, distribution or supply complies with all Applicable Laws and the Buyer shall remain responsible for all acts and omissions of its customers, distributors and onward purchasers.

7.7 The Buyer shall provide the Seller and its Subcontractors with all information, access, facilities and cooperation reasonably required to enable the Seller to perform its obligations under the Contract.

7.8 The Seller shall not be liable for any failure, delay, loss or additional cost arising from the Buyer's failure to comply with this Clause 7 or from any act or omission of the Buyer, its employees, agents, contractors or customers.

8. ENVIRONMENTAL, WASTE AND WEEE OBLIGATIONS

8.1 Each Party shall comply with all Applicable Laws relating to environmental protection, waste management, pollution prevention, recycling and disposal, including the Environmental Protection Act 1990, the Waste Electrical and Electronic Equipment Regulations 2013 ("WEEE Regulations") and any replacement or amended legislation.

8.2 The Buyer shall remain responsible for all waste, materials, equipment and items owned, supplied or controlled by the Buyer, including existing equipment, redundant machinery, packaging, site waste and any items requiring removal or disposal, unless expressly agreed otherwise in Writing.

8.3 Where the Seller removes, handles, transports or disposes of waste as part of the Goods or Services, it shall do so in accordance with Applicable Laws. Unless expressly included within the Price, the Seller may recover from the Buyer all reasonable costs associated with collection, handling, transportation, treatment, recycling or disposal of waste, including any specialist or hazardous waste requirements.

8.4 The Buyer shall provide accurate information regarding any site conditions, hazardous materials, waste requirements or environmental risks relevant to the Contract and shall ensure that the Seller, its employees and Subcontractors have safe and suitable access and facilities to perform the Contract.

8.5 Waste generated by the Seller or its Subcontractors during Installation, maintenance or other works shall be managed, stored, transported and disposed of in accordance with Applicable Laws. The Seller and its Subcontractors may use appropriately authorised waste carriers and disposal facilities where required.

8.6 The Buyer shall indemnify the Seller against any losses, costs, penalties, liabilities or expenses arising from the Buyer's breach of this Clause or from inaccurate information supplied by the Buyer regarding waste, materials or site conditions.

8.7 Where the Goods constitute business-to-business electrical or electronic equipment, responsibility for end-of-life collection, treatment, recovery and disposal shall be allocated in accordance with Applicable Laws and any written agreement between the Parties. Where legally permissible, the Buyer shall be responsible for arranging and funding compliant disposal of such Goods at the end of their useful life.

8.8 Nothing in this Clause shall transfer any statutory environmental obligation which cannot lawfully be transferred, and each Party shall remain responsible for its own obligations under Applicable Laws.

9. EXPORT RESTRICTIONS

9.1 The Buyer shall not export the Goods outside the European Economic Area ("EEA") and shall not sell the Goods to any customer in any country which is outside the EEA; or within the EEA if to the knowledge of the Buyer that customer intends to resell the Goods in any country which is outside the EEA.

9.2 The Buyer shall be responsible for ensuring compliance with all applicable export control laws, sanctions, customs requirements and import regulations.

9.3 The Buyer shall indemnify the Seller against any losses, penalties, claims, costs or liabilities arising from the Buyer's breach of this Clause.

9.4 Any Manufacturer Warranty shall not apply where the Buyer exports or resells the Goods in breach of this Clause 9.

10. DELIVERY

10.1 The Seller shall deliver the Goods to the delivery address agreed between the Parties (the "Delivery Address") or make them available for collection, as agreed between the Parties. If no place of Delivery has been agreed, the Seller may, at its option:

- (a) notify the Buyer that the Goods are available for collection from premises nominated by the Seller; or
- (b) tendering the Goods at an address agreed between the Seller and the Buyer.

10.2 Where the Goods are collected by the Buyer, the Buyer shall be responsible for loading the Goods and shall bear the risk of any loss of or damage to the Goods occurring during loading. Where the Seller delivers the Goods to the Delivery Address, the Buyer shall be responsible for unloading the Goods (or shall be deemed to have unloaded them) and shall bear the risk of any loss of or damage to the Goods occurring during unloading.

10.3 Any delivery dates provided by the Seller are estimates only and time shall not be of the essence unless expressly agreed otherwise in Writing.

10.4 The Seller shall not be liable for any delay in Delivery arising from:

- (a) circumstances beyond its reasonable control;
- (b) delay by suppliers or Manufacturers;
- (c) the Buyer's failure to provide information, instructions, access or assistance reasonably required for Delivery; or
- (d) any Force Majeure Event.

10.5 The Seller may deliver the Goods by instalments. Each instalment shall constitute a separate Contract and any failure to deliver one or more instalments, or any claim relating to one or more instalments, shall not entitle the Buyer to treat the Contract as repudiated.

10.6 The Buyer shall inspect the Goods on Delivery and shall sign any proof of delivery or collection document where requested. A signed proof of delivery or collection document shall constitute prima facie evidence that the quantity of Goods stated has been received and that the Goods were free from any apparent damage or defect at the time of Delivery. The Buyer shall notify the Seller in Writing of any apparent damage, shortage or defect within seven (7) days of Delivery. Failure to provide such Notice shall not affect the Buyer's statutory rights but shall be evidence that the Goods were delivered in accordance with the Contract.

10.7 The Buyer may not reject the Goods solely by reason of a short or partial Delivery and shall remain liable to pay for the Goods actually delivered, without prejudice to any right to claim for any proven shortfall.

10.8 If the Buyer fails to accept Delivery of the Goods or fails to provide access for Delivery, the Seller may:

- (a) store the Goods at the Buyer's risk and expense;
- (b) charge the Buyer the reasonable costs of storage, insurance and any incidental expenses;
- (c) resell the Goods; and
- (d) recover from the Buyer any resulting shortfall and any additional losses reasonably incurred.

10.9 Unless otherwise agreed in Writing, where the Goods are delivered outside the United Kingdom, Delivery shall be made F.O.B. (Free On Board) the port or airport of shipment in accordance with the Incoterms Rules published by the International Chamber of Commerce in force at the date of the Contract. The Seller shall have no obligation to give Notice under section 32(3) of the Sale of Goods Act 1979.

11. RISK AND RETENTION OF TITLE

11.1 Risk in the Goods shall pass to the Buyer:

- (a) upon Delivery; or
- (b) where the Goods are collected from the Seller's premises, when the Buyer is notified that the Goods are available for collection. Risk shall pass notwithstanding that ownership of the Goods has not passed to the Buyer.

11.2 Legal and beneficial ownership of the Goods shall remain with the Seller until the Seller has received payment in full in cleared funds for:

- (a) the Price;
- (b) VAT;

(c) all other sums owed by the Buyer to the Seller under any Contract.
Any Deposit paid by the Buyer shall not transfer title to the Goods or affect the Seller's retention of title rights unless otherwise agreed in writing.

11.3 Until ownership of the Goods passes to the Buyer, the Buyer shall:

- (a) hold the Goods as fiduciary bailee for the Seller;
- (b) store the Goods separately from goods owned by the Buyer or any third party where reasonably practicable;
- (c) ensure that the Goods remain clearly identifiable as belonging to the Seller;
- (d) maintain adequate insurance cover for the Goods against loss, damage, theft or destruction; and
- (e) not remove, alter, deface, obscure or interfere with any identifying marks, labels, packaging or documentation relating to the Goods.

11.4 The Buyer shall not remove the Goods from the Delivery Address or any location notified to the Seller without the Seller's prior written consent where ownership of the Goods has not passed to the Buyer, except where such removal is reasonably necessary for the ordinary course of the Buyer's business and the Buyer continues to comply with its obligations under this Clause 11.

11.5 The Buyer may resell the Goods in the ordinary course of its business before ownership passes provided that:

- (a) the Buyer remains liable for all sums due to the Seller;
- (b) the Buyer does not grant any charge, lien, security interest or other encumbrance over the Goods; and
- (c) any proceeds received from such resale shall be held on trust for the Seller to the extent of all sums owed by the Buyer to the Seller.

11.6 The Buyer's right to resell the Goods shall immediately cease if:

- (a) payment for the Goods becomes overdue;
- (b) the Buyer suffers an Insolvency Event;
- (c) the Buyer ceases, threatens to cease, or indicates an intention to cease trading;
- (d) the Buyer grants security over the Goods; or
- (e) the Seller reasonably believes that the Buyer's ability to pay any sums owed to the Seller is at risk.

11.7 If any event occurs under Clause 11.6, or if the Buyer fails to make payment when due, the Seller may by written Notice require the immediate return of any Goods in which ownership has not passed to the Buyer.

11.8 The Buyer irrevocably grants the Seller, its employees, agents, representatives and Subcontractors authority to enter any premises, property, vehicle, storage facility or location:

- (a) owned, occupied, controlled or used by the Buyer; or
- (b) where the Goods are stored or reasonably believed to be stored, for the purposes of:
 - (i) inspecting the Goods;
 - (ii) identifying Goods owned by the Seller;
 - (iii) recovering, removing and taking possession of such Goods; or
 - (iv) protecting the Seller's ownership rights.

11.9 The authority granted under Clause 11.8 shall apply notwithstanding that the Goods are stored at premises not owned by the Buyer, provided that the Buyer has possession, control or an interest in the location where the Goods are stored. The Buyer shall use reasonable endeavours to ensure that any third party in control of such premises permits the Seller to exercise its rights under this Clause.

11.10 The Buyer acknowledges and agrees that any entry undertaken by the Seller or its authorised representatives pursuant to this Clause is carried out with the Buyer's express authority and consent and shall not constitute trespass or unlawful interference with the Buyer's property rights, provided that:

- (a) the Seller acts reasonably;
- (b) the Seller acts in accordance with Applicable Laws; and
- (c) the Seller does not commit or threaten any breach of the peace.

11.11 The Seller shall be entitled to recover and remove the Goods and may arrange for their transportation, storage, protection, repair or disposal where reasonably necessary to preserve its rights.

The Buyer shall reimburse the Seller for all reasonable costs and expenses incurred in exercising its rights under this Clause.

11.12 Where the Goods have been installed, incorporated into, attached to or connected with other equipment, machinery, fixtures or property before ownership has passed, the Buyer shall, to the extent legally permissible, permit the Seller to remove such Goods. The Buyer shall provide reasonable access, assistance and cooperation to enable removal. Where removal cannot reasonably be achieved without causing substantial damage to other property, the Seller shall be entitled to recover the unpaid value of the Goods together with any reasonable recovery costs.

11.13 The Seller's rights under this Clause 11 are in addition to and shall not limit any other rights or remedies available to it at law, including rights arising from non-payment, Insolvency Event or breach of contract.

11.14 The Buyer shall immediately notify the Seller if:

- (a) it becomes subject to any Insolvency Event;
- (b) any creditor or third party attempts to seize, charge or claim an interest in the Goods;
- (c) the Goods are moved from the location notified to the Seller without the Seller's consent; or
- (d) any circumstance arises which may prejudice the Seller's ownership rights.

12. FORCE MAJEURE

12.1 Neither Party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay results from a Force Majeure Event.

12.2 The Party affected by a Force Majeure Event shall notify the other Party as soon as reasonably practicable, providing reasonable details of the event and its expected impact, and shall use reasonable endeavours to mitigate the effects of the Force Majeure Event and resume performance as soon as reasonably practicable.

12.3 If a Force Majeure Event continues for more than sixty (60) days, either Party may terminate the affected Contract by giving written Notice to the other Party. Such termination shall not affect any rights or liabilities accrued prior to the date of termination.

12.4 Termination under this Clause shall not affect any rights accrued before termination, including the Seller's right to payment for Goods supplied or costs incurred.

13. LIABILITY, LIMITATION OF LIABILITY AND BUYER INDEMNITY

13.1 Nothing in these Terms shall limit or exclude the Seller's liability for:

- (a) death or personal injury caused by the Seller's negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) fraudulent concealment;
- (d) breach of any obligation as to title implied by law;
- (e) any liability which cannot lawfully be limited or excluded.

13.2 Subject to Clause 13.1, the Seller shall not be liable to the Buyer for any:

- (a) loss of profit;
- (b) loss of revenue;
- (c) loss of business;
- (d) loss of contracts or opportunities;
- (e) loss of anticipated savings;
- (f) loss of goodwill or reputation;

(g) loss or corruption of data; or

(h) indirect, special or consequential loss, in each case arising out of or in connection with the Contract, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise.

13.3 Subject to Clause 13.1 and Clause 13.2, the Seller's total aggregate liability arising out of or in connection with any Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall be limited to the lower of:

- (a) the total Price paid or payable by the Buyer under the Contract giving rise to the claim; or
- (b) the amount recoverable under applicable insurance policies in respect of that claim.

13.4 The Seller shall maintain insurance cover which is appropriate having regard to the nature of its business and the Goods supplied. Nothing in these Terms shall:

- (a) constitute a Warranty that any particular level of insurance cover will be available;
- (b) increase the Seller's liability beyond the limitations set out in these Terms; or
- (c) make the Seller liable for any uninsured loss suffered by the Buyer.

13.5 The Seller shall not be liable for any loss, damage, defect or failure arising from:

- (a) misuse, incorrect operation or abnormal use of the Goods;
- (b) failure to follow Manufacturer or Seller instructions;
- (c) improper storage, handling or maintenance;
- (d) unauthorised modification, alteration or repair;
- (e) Installation carried out by anyone other than the Seller or its authorised Subcontractors;
- (f) use of the Goods outside their intended purpose;
- (g) normal wear and tear;
- (h) compliance with any Buyer Specification; or
- (i) any act or omission of the Buyer, its employees, agents, contractors or third parties.

13.6 Where the Seller supplies Goods by instalments, each instalment shall constitute a separate contract for the purposes of these Terms. Any failure, delay, defect or breach relating to one instalment shall not entitle the Buyer to:

- (a) reject or return Goods supplied under any other instalment;
- (b) cancel any unaffected instalment;
- (c) treat the Contract as a whole as repudiated; or
- (d) withhold payment for Goods which have been properly delivered and accepted,

unless the Seller's breach is such that it fundamentally affects the entire Contract or applicable law requires otherwise.

13.7 The Buyer shall notify the Seller in Writing of any claim under the Contract within a reasonable period after becoming aware of the circumstances giving rise to the claim and shall provide reasonable details of the claim and supporting evidence.

13.8 The Buyer shall take all reasonable steps to mitigate any loss arising from any breach of Contract or alleged breach by the Seller.

13.9 The limitations and exclusions contained in these Terms shall apply to the fullest extent permitted by law and shall be interpreted as reflecting the commercial allocation of risk agreed between the Parties.

13.10 Nothing in these Terms affects any statutory rights of the Buyer which cannot lawfully be excluded.

13.11 The Buyer shall indemnify the Seller against all losses, liabilities, damages, costs, claims, expenses and proceedings arising from:

- (a) any breach of these Terms by the Buyer;
- (b) any incorrect Specification, instruction or information supplied by the Buyer;
- (c) any misuse, unauthorised modification or improper Installation of the Goods;
- (d) any breach of Applicable Laws by the Buyer;
- (e) any waste, environmental or disposal obligations which are the Buyer's responsibility under the Contract; or
- (f) any claim arising from materials, designs, branding or instructions supplied by the Buyer.

13.12 The indemnity in this Clause 13 shall not apply to the extent that the relevant loss arises directly from the Seller's negligence, breach of Contract or breach of statutory duty.

14. INTELLECTUAL PROPERTY, TRADEMARKS AND DRAWINGS

14.1 All Intellectual Property Rights belonging to the Seller or its suppliers shall remain the property of the Seller or the relevant owner.

14.2 The Buyer shall not copy, reproduce, modify, distribute or use any drawings, designs, Specifications, technical documents or other materials supplied by the Seller except for the purpose of using the Goods.

14.3 Any drawings, designs, calculations, proposals or technical documents provided by the Seller remain the Seller's property and shall not be disclosed, copied or used without the Seller's prior written consent. The Buyer shall return such materials to the Seller upon written request.

14.4 The Seller grants the Buyer a non-exclusive, non-transferable right to use any Trademarks supplied with the Goods solely for the purpose of promoting and reselling the Goods within the United Kingdom and any other territory approved by the Seller.

14.5 The Buyer shall not:

- (a) alter Trademarks or branding;
- (b) remove Manufacturer identification;
- (c) represent itself as the owner of the Seller's Intellectual Property Rights; or
- (d) use the Seller's Intellectual Property Rights in any manner which may damage the Seller's reputation.

14.6 Where the Buyer supplies any designs, branding, artwork, labels or Specifications, the Buyer warrants that these do not infringe any third-party Intellectual Property Rights and shall indemnify the Seller against any resulting claims, losses or liabilities.

15. CONFIDENTIALITY

15.1 Each Party shall keep confidential all technical, commercial, financial and business information disclosed by or obtained from the other Party in connection with the Contract ("Confidential Information").

15.2 A Party shall not use or disclose Confidential Information except:

- (a) for the purpose of performing its obligations or exercising its rights under the Contract;
- (b) to its employees, professional advisers, insurers, suppliers or Subcontractors who need to know such information and are subject to appropriate confidentiality obligations; or
- (c) where disclosure is required by law or by a competent authority.

15.3 The obligations in this Clause shall not apply to information which:

- (a) is or becomes publicly available other than through breach of this Clause;
- (b) was lawfully known by the receiving Party before disclosure; or
- (c) is independently developed without reference to the Confidential Information.

15.4 This Clause shall survive termination of the Contract.

16. CANCELLATION AND TERMINATION

16.1 The Buyer may not cancel an Order after acceptance by the Seller unless otherwise agreed by the Seller or where cancellation is required by law.

16.2 Where cancellation is accepted by the Seller, the Buyer shall reimburse the Seller for:

- (a) costs incurred;
- (b) Goods purchased or Manufactured;
- (c) work undertaken;
- (d) administration costs; and
- (e) any other reasonable losses arising from cancellation.

16.3 Bespoke, customised, special-order or made-to-measure Goods may not be cancelled unless agreed by the Seller in Writing.

- 16.4** The Seller may terminate or suspend the Contract immediately by written Notice if:
- (a) the Buyer fails to pay any amount due;
 - (b) the Buyer commits a material breach which is not remedied within a reasonable period;
 - (c) the Buyer suffers an Insolvency Event;
 - (d) the Seller reasonably believes the Buyer may be unable to pay its debts; or
 - (e) continued performance would breach Applicable Laws.
- 16.5** Termination shall not affect any accrued rights or liabilities of either Party.
- 16.6** Any provision intended to survive termination shall remain effective.

17. DISPUTE RESOLUTION

- 17.1** The Parties shall attempt in good faith to resolve any dispute arising out of or in connection with the Contract through discussions between authorised representatives.
- 17.2** If the dispute cannot be resolved within thirty (30) days, either Party may refer the matter to mediation or another appropriate form of alternative dispute resolution ("ADR"). The mediation shall take place in England and Wales unless otherwise agreed.
- 17.3** The Parties shall cooperate in good faith in any ADR process, including agreeing the appointment of an independent mediator.
- 17.4** Nothing in this Clause prevents either Party from:
- (a) commencing court proceedings where necessary to protect its rights;
 - (b) seeking urgent injunctive relief; or
 - (c) pursuing recovery of undisputed debts.
- 17.5** The existence of any dispute shall not entitle the Buyer to withhold payment of sums properly due and payable.

18. NOTICES

- 18.1** Any Notice given under these Terms shall be in Writing and delivered:
- (a) by hand;
 - (b) by first-class post; or
 - (c) by email to the address notified by the relevant Party.
- 18.2** A Notice shall be deemed received:
- (a) if delivered by hand, at the time of delivery;
 - (b) if sent by first-class post, two Business Days after posting;
 - (c) if sent by email, when sent, provided no delivery failure notification is received.
- 18.3** This Clause 18 does not apply to service of legal proceedings or court documents.

19. ASSIGNMENT AND SUBCONTRACTING

- 19.1** The Seller may assign, transfer, subcontract, charge or otherwise deal with any of its rights or obligations under the Contract without the consent of the Buyer.
- 19.2** The Buyer may not assign, transfer, charge, hold on trust or otherwise dispose of any of its rights or obligations under the Contract without the prior written consent of the Seller.
- 19.3** The Seller may source Goods from third party Manufacturers and suppliers and may appoint Subcontractors to perform any part of its obligations under the Contract. The Buyer acknowledges that the Seller may rely on such third parties in the performance of the Contract, provided that the Seller remains responsible for its obligations under these Terms.
- 19.4** The Buyer acknowledges and agrees that the Seller may disclose relevant information to designers, consultants, Manufacturers, suppliers and Subcontractors where reasonably necessary for the performance of the Contract.
- 19.5** The Buyer acknowledges that the Seller may receive commercial benefits, including discounts or rebates, from Manufacturers or suppliers in connection with the supply of Goods, provided that such arrangements do not affect the Seller's obligations under the Contract.

20. THIRD PARTY RIGHTS

- 20.1** A person who is not a Party to the Contract shall not have any rights to enforce any term of the Contract under the Contracts (Rights of Third Parties) Act 1999.
- 20.2** This Clause 20 does not affect any right or remedy available to a person which exists independently of that Act.

21. ENTIRE AGREEMENT

- 21.1** The Contract constitutes the entire agreement between the Parties and supersedes all previous discussions, negotiations, correspondence, representations and understandings relating to its subject matter.
- 21.2** Each Party acknowledges that it has not relied upon any statement, representation, assurance or Warranty except as expressly set out in the Contract.
- 21.3** Nothing in this Clause limits or excludes liability for fraud or fraudulent misrepresentation.

22. PRESERVATION OF STATUTORY RIGHTS

- 22.1** Nothing in these Terms is intended to exclude, restrict or limit any rights or remedies available to the Buyer which cannot lawfully be excluded.
- 22.2** Where the Buyer is entitled to any statutory remedy, that remedy shall remain available in addition to any contractual rights provided under these Terms.
- 22.3** Where the Buyer is acting in the course of business, the Parties agree that these Terms represent a fair and reasonable allocation of risk having regard to the commercial relationship between them.

23. SEVERANCE

- 23.1** If any provision or part of a provision of these Terms is found by any court, tribunal or competent authority to be invalid, unlawful or unenforceable, that provision shall be modified to the minimum extent necessary to make it valid and enforceable.
- 23.2** If such modification is not possible, the relevant provision shall be deemed deleted and the remaining provisions shall continue in full force and effect.

24. WAIVER

- 24.1** A failure or delay by the Seller to exercise any right or remedy under these Terms shall not constitute a waiver of that right or remedy.
- 24.2** Any waiver shall only be effective if given in Writing and shall apply only to the specific circumstances for which it is given.
- 24.3** The rights and remedies of the Seller under these Terms are cumulative and are in addition to, and not exclusive of, any rights or remedies available at law or otherwise.

25. GOVERNING LAW AND JURISDICTION

- 25.1** These Terms and any Contract arising from them shall be governed by and construed in accordance with the laws of England and Wales.
- 25.2** The Buyer irrevocably submits to the exclusive jurisdiction of the courts of England and Wales. Nothing in this Clause shall prevent the Seller from bringing proceedings against the Buyer in any other court of competent jurisdiction where necessary to enforce its rights or recover sums due under the Contract.

26. GENERAL COMPLIANCE AND COMMERCIAL INTERPRETATION

- 26.1** The Parties acknowledge that these Terms are intended for commercial use between businesses and have been drafted to provide a reasonable allocation of risk, responsibility and liability.
- 26.2** Where any provision of these Terms limits or excludes liability, such limitation shall apply only to the extent permitted by Applicable Laws.

- 26.3** These Terms shall be interpreted in a manner consistent with the intention of the Parties to establish a fair and commercially reasonable agreement for the supply of Goods.