



Terms and Conditions of Sale

1 . Background

These comprehensive Terms and Conditions govern the sale of goods by 'the Company' (referred to as **Pulse PA Limited**) to 'the Buyer' (referred to as *the Customer*). These terms establish the rights, obligations, and responsibilities of both parties involved in the transaction. By engaging in any purchase from the Company, the Buyer acknowledges and agrees to abide by these Terms and Conditions, which form an integral part of the contractual agreement between the Company and the Buyer.

2 . Definitions

Definition	Description
'Deposit'	The sum payable at the time of the Buyer's Order, that is required to secure the Order.
'Business Day'	Any day other than a Saturday, Sunday or Bank Holiday
'the Buyer'	The person, persons or Organisations who accepts the Quotation or offer for the sale of the Goods
'Month'	A calendar month.
'Order Confirmation' 'Order Agreement'	Our acceptance and confirmation of the Buyer's Order of the Goods
'Calendar Day'	Any day of the year.
'the Price'	The Price payable for the Goods
'the Company'	Pulse PA Limited is a Private Limited Company, registered in England 07763339
'the Contract'	The Contract for the Sale of the Goods by the Buyer from the Company.
'the Goods'	The Goods (including any installments of the Goods or any parts for them) which are to be supplied by the Company to the Buyer as specified in the Buyer's Order Agreement.
'the Order'	The Buyer's order of the Goods forming the basis of the Contract between both parties

Each reference in these Terms and Conditions to "writing" and any similar expression includes electronic communications whether sent by e-mail or text or other means.

3 . Information about the Company

3.1 - Pulse PA Limited is a Private Limited Company registered in England under company number 07763339, whose registered address is 4 Brackley Close,

Bournemouth International Airport, Christchurch, Dorset, BH23 6SE.

3.2 - 'the Company's' VAT number is GB123233950.

4 . Basis of Sale

4.1 - Representations: The Company's employees or agents are not authorized to make any representations concerning the Goods unless those representations are confirmed by the Company in writing. The Buyer acknowledges and agrees that it does not rely on any representations made by the Company's employees or agents unless they are explicitly confirmed in writing. By waiving any claim for breach of unconfirmed representations, the Buyer recognizes that it is responsible for independently verifying any information

4.2 - Variation of Terms: No changes or variations to the Terms and Conditions or the Contract shall be binding unless they are agreed upon in writing by authorized representatives of both the Buyer and the Company. This provision ensures that any modifications to the terms of the sale are properly documented and agreed upon by both parties, reducing the potential for misunderstandings or disputes.

4.3 - Sales Literature and Price Lists: Sales literature, price lists, and other documents issued by the Company in relation to the Goods are subject to alteration without notice. These materials are provided for informational purposes only and do not constitute offers to sell the Goods that are capable of acceptance. The Company reserves the right to update or revise its sales literature and price lists as necessary, reflecting changes in product specifications, availability, or pricing. Therefore, the Buyer should not consider the sales literature as a binding offer from the Company.

4.4 - Formation of Contract: A contract for the sale of the Goods shall only be binding on the Company under the following conditions:

4.4.1 - Issuance of Quotation: The Company may issue a written quotation that is explicitly expressed to be an offer to sell the Goods. If the Buyer accepts the quotation, the contract becomes binding at the moment of acceptance.

4.4.2 - Written Acceptance: The Company may provide a written acceptance of the Buyer's order. Once the Company reviews and accepts the Buyer's order, it will issue a written confirmation to formalize the acceptance. The contract becomes binding at the moment the Company sends the written acceptance to the Buyer.

4.4.3 - Delivery of Goods: If the Goods are delivered to the Buyer before the Company issues a written acceptance or quotation, the contract becomes binding upon delivery. In such cases, the act of delivering the Goods to the Buyer indicates the Company's acceptance of the order, and the contract takes effect.

4.4.4 - Company's Invoice: The contract may also become binding upon receipt of the Company's invoice by the Buyer.

4.5 - Correction of Errors or Omissions: Any typographical, clerical, or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice, or other document or information issued by the Company shall be

subject to correction without any liability on the part of the Company. The Company reserves the right to rectify any mistakes promptly and without incurring any responsibility for the errors or omissions.

5 . Order and Specifications

5.1 - Order Acceptance: The Company will only consider an order submitted by the Buyer as accepted when it is confirmed in writing with an Order Confirmation by an authorized representative of the Company. Until the Buyer receives written confirmation, the order shall not be deemed accepted, and the Company is not obligated to fulfill the order.

5.2 - Goods Specifications: The specification for the Goods shall generally be as set out in the Company's sales documentation. However, if the Buyer's order expressly varies the specification and such variation is accepted by the Company, the Goods will be supplied according to the modified specifications. It is important to note that the Goods will be provided in the minimum units specified in the Company's Price list or in multiples of those units. Orders for quantities other than these will be adjusted accordingly.

5.3 - Illustrations and Descriptions: Illustrations, photographs, or descriptions found in catalogs, brochures, price lists, or other documents issued by the Company are intended for guidance purposes only. They serve as a visual representation or description of the Goods but are not binding on the Company. The actual Goods provided may have variations or differences from what is shown or described in the materials.

5.4 - Changes to Goods Specifications: The Company reserves the right to make any changes to the specification of the Goods that are necessary to comply with applicable safety regulations, statutory requirements, or other regulatory obligations. In cases where the Goods are to be supplied based on the Buyer's specific requirements, the Company may make changes that do not significantly affect the quality or performance of the Goods.

5.5 - Order Cancellation: Once the Company accepts an order, the Buyer may not cancel it without obtaining the written agreement of the Company. In such cases, the Buyer must agree to indemnify the Company fully against all losses, including loss of profit, costs (including labor and materials used), damages, charges, and expenses incurred by the Company as a result of the cancellation.

6. Pricing

6.1 - Contract Price: The Contract Price for the Goods shall be determined based on the Price listed in the Company's quotation or price list at the time of the Buyer's Order acceptance. Alternatively, if agreed upon in writing between the Company and the Buyer, an alternative Price may be established. The Contract Price represents the agreed-upon amount that the Buyer shall pay for the Goods.

6.2 - Currency and VAT: Unless explicitly agreed otherwise, all Prices for Goods will be quoted in Pounds Sterling (GBP) and will be subject to Value Added Tax (VAT). In case the rate of VAT changes between the date of the Buyer's Order and the date of payment, the Company will adjust the VAT rate accordingly. However, any changes in VAT will not affect Prices if the Company has already received full payment from the Buyer.

6.3 - Validity of Quoted Prices: If the Company provides a Price quotation for the Goods that deviates from its published Price list, the quoted Price shall remain valid for a period of 14 days from the date of the quotation, unless otherwise specified by the Company. After the specified validity period expires, the Price may be subject to revision or adjustment by the Company.

6.4 - Additional Charges: Prices quoted by the Company exclude the cost of carriage, packaging, or any other applicable charges. The final amount payable by the Buyer will include additional costs for carriage, packaging, or any other specified charges. These additional charges will be added to the total sum due from the Buyer.

6.5 - Price Adjustment: The Company reserves the right, through written notice to the Buyer prior to delivery, to increase the Price of the Goods under certain circumstances. Such circumstances may include factors beyond the control of the Company, such as foreign exchange fluctuations, currency regulations, alterations in duties, significant increases in labor costs, material costs, or other manufacturing costs. Price adjustments may also occur if there are changes in delivery dates, quantities, or specifications requested by the Buyer, or if there are delays caused by the Buyer's instructions or failure to provide adequate information or instructions to the Company.

6.6 - Quantity Discounts and Special Prices: The Company may offer quantity discounts, special Prices, or discounts to the Buyer based on the conditions outlined in the Company's published Price list for the Goods applicable at the time of the Buyer's order acceptance. These discounts or special Prices are subject to the terms and conditions specified in the Price list.

6.7 - Additional Taxes and Levies: The Price specified is exclusive of any applicable value-added tax (VAT), excise duties, sales taxes, or similar levies imposed or charged by competent fiscal authorities on the Goods. The Buyer shall be responsible for paying these additional taxes or levies to the Company in addition to the agreed-upon Price.

7. Payment Terms

7.1 - Invoicing: Unless payment has already been received through a pro-forma invoice, the Company has the right to invoice the Buyer for the Contract Price at any time after notifying the Buyer of the readiness for collection or tendering delivery of the Goods.

7.2 - Payment Obligation: The Buyer is required to pay the Contract Price in full prior to delivery, unless credit terms have been allowed and agreed upon by the

Company. Standard credit terms entail payment within 30 calendar days from the date of the Company's invoice, or as per the specific credit terms agreed upon in writing between the Buyer and the Company for the Contract.

7.3 - Payment Prior to Delivery: Payment of the Contract Price shall be made on the due date, regardless of whether delivery has occurred or the property in the Goods has passed to the Buyer. The timely payment of the Contract Price is a crucial aspect of the Contract and must be honored as an essential obligation.

7.4 - Payment Method: All payments must be made to the Company as indicated on the acceptance form or invoice issued by the Company. The Buyer is responsible for ensuring that payments are made to the designated payment details provided by the Company.

7.5 - Creditworthiness and Orders: The Company reserves the right to assess the creditworthiness of the Buyer before accepting orders. The Buyer must provide satisfactory references to the Company. If, at any time, the Company is not satisfied with the Buyer's creditworthiness, the Company may provide written notice to the Buyer that no further credit will be allowed. In such an event, the Company will only deliver Goods against cash payment, and all outstanding amounts owed by the Buyer to the Company shall become immediately payable in cash, overriding any agreed credit terms.

7.6 - Late Payment and Interest Charges: If the Buyer fails to make payment to the Company by the due date specified in the invoice or order confirmation, the Company reserves the right to charge interest on the overdue sum. The interest rate will be calculated at 3.5% per annum above the base lending rate of the Bank of England prevailing at the time. Interest will accrue on a daily basis from the due date until the actual payment date of the overdue sum, irrespective of whether legal proceedings are initiated. The Buyer is responsible for paying any accrued interest along with the overdue sum.

8. Delivery

8.1 - Delivery Location: The Company shall deliver the Goods to the specific place indicated in the Buyer's order, the Company's acceptance, or the Contract as the designated delivery location. In the absence of a specified place of delivery, the Buyer may collect the Goods from the Company's premises after receiving notification from the Company that the Goods are ready for collection.

8.2 - Approximate Delivery Date: The Delivery Date provided is approximate and serves as an estimation. Unless explicitly agreed upon in writing by the Company, time for delivery is not of the essence. The Company reserves the right to deliver the Goods in advance of the Delivery Date, subject to reasonable notice given to the Buyer.

8.3 - Delivery in Installments: If the Goods are to be delivered in installments, each delivery constitutes a separate contract. Failure by the Company to deliver any one or more installments in accordance with the Terms and Conditions or any claims

by the Buyer regarding a particular installment shall not entitle the Buyer to consider the entire Contract as repudiated.

8.4 - Buyer's Failure to Take Delivery: If the Buyer fails to take delivery of the Goods or provide necessary instructions, documents, licenses, consents, or authorizations required for delivery on the Delivery Date, the Company reserves the right to take the following actions upon providing written notice to the Buyer:

8.4.1 - Store or arrange for storage of the Goods.

8.4.2 - Transfer the risk in the Goods to the Buyer.

8.4.3 - Deem delivery to have taken place.

8.4.4 - Charge the Buyer for all associated costs and expenses, including storage and insurance charges, arising from the Buyer's failure to take delivery.

9. Import/Export Responsibilities

9.1 - Carriage Charges for Export Orders: For orders involving Export, the Company will charge carriage fees at the prevailing rate applicable on the date of dispatch. The specific rate will be determined based on the transportation requirements and associated costs for international shipping.

9.2 - Customer's Import/Export Responsibilities: The Customer holds the responsibility, at their own expense, to obtain any necessary import or export licenses, permits, or any other documentation required by relevant regulatory authorities. These requirements may vary depending on the nature of the Goods, the destination country, and applicable international trade regulations.

9.3 - Compliance with Import/Export Regulations: It is the Customer's duty to ensure full compliance with all import and export regulations and laws governing the shipment of Goods. This includes obtaining any mandatory licenses or permits, adhering to customs procedures, and providing accurate and complete documentation as required by relevant authorities.

9.4 - Additional Costs and Consequences: Any costs, penalties, or consequences resulting from the Customer's failure to comply with import/export regulations or obtain necessary licenses or permits shall be borne solely by the Customer. The Company shall not be held liable for any delays, losses, or additional expenses incurred as a result of the Customer's failure to fulfill their import/export responsibilities.

10. Failure to Deliver

10.1 - Company's Failure to Deliver Goods on the Delivery Date: In the event that the Company fails to deliver the Goods or any part thereof on the agreed Delivery Date, excluding circumstances beyond the Company's reasonable control or the fault of the Buyer or its carrier (such as manufacturer lead times or carrier delays), the following provisions apply:

10.1.1 - Reasonable Time for Delivery: If the Company is able to deliver the Goods within a reasonable time after the Delivery Date, the Company shall

bear no liability for the delay in delivery. A reasonable time frame takes into account factors such as the nature of the Goods, manufacturing processes, and transportation logistics.

10.1.2 - Buyer's Notice and Cancellation Option: If the Buyer provides written notice to the Company within 14 Calendar Days after the Delivery Date, and the Company fails to deliver the Goods within 14 Calendar Days after receiving such notice, the Buyer may choose to cancel the order. In such cases, the Company's liability shall be limited to the excess (if any) of the cost to the Buyer, based on the cheapest available market, for similar Goods to those not delivered, over the Price of the Goods not delivered.

10.2 - Mitigating Circumstances: It is important to note that the Company shall not be held liable for delays in delivery caused by circumstances outside its reasonable control, including but not limited to delays caused by manufacturers or carrier companies. Such circumstances may impact lead times and transportation schedules, and the Company shall make reasonable efforts to mitigate any resulting delays.

11. Inspection, Damage and Shortages

11.1 - Duty to Inspect Goods: The Buyer has a duty to inspect the Goods upon delivery or collection, whenever possible. This inspection allows the Buyer to identify any visible damage or shortages promptly.

11.2 - Goods Unavailable for Inspection: If the Goods cannot be examined at the time of delivery or collection, the carrier's note or an appropriate note should be marked as "not examined" to indicate that a thorough inspection was not possible.

11.3 - Liability for Damage or Shortages: The Company shall not be held liable for any damage or shortages that would have been apparent through reasonable and careful inspection if the Buyer fails to comply with the provisions outlined in this Clause 11. Furthermore, the Company will not be liable if a written complaint regarding the alleged damage or shortage is not delivered to the Company within 2 Business Days of delivery, providing a detailed account of the issue.

11.4 - Opportunity to Inspect: In cases where defects or shortages are reported, the Company will not be held liable unless the Buyer provides an opportunity for the Company to inspect the Goods before any use is made of them or before any alterations or modifications are made by the Buyer.

11.5 - Resolution of Shortages and Transit Damage: Subject to the provisions of sub-Clause 11.3 and 11.4, the Company will rectify any shortage in the Goods and, if necessary, replace any Goods that have been damaged during transit as soon as reasonably possible. However, the Company holds no liability for any other damages arising from such shortage or damage, beyond fulfilling its obligation to address the specific issue at hand.

12. Passing of Risk and Ownership

12.1 - Passing of Risk: The risk of damage to or loss of the Goods shall pass to the Buyer under the following circumstances:

12.1.1 - For Goods to be collected at the Company's premises, the risk passes when the Company notifies the Buyer that the Goods are available for collection.

12.1.2 - For Goods to be delivered elsewhere, the risk passes at the time of delivery. However, if the Buyer wrongfully fails to take delivery, the risk passes when the Company tenders delivery of the Goods.

12.2 - Title of Goods: Regardless of the passing of risk or any other provision in these Terms and Conditions, legal and beneficial title of the Goods shall not transfer to the Buyer until the following conditions are met:

12.2.1 - The Company has received full payment of the Price of the Goods in cash or cleared funds.

12.2.2 - The Company has received full payment of the Contract Price for the Goods and any other Goods supplied by the Company.

12.2.3 - The Buyer has repaid all amounts owed to the Company, irrespective of the origin of such indebtedness.

12.3 - Buyer's Responsibilities: Until payment is made in accordance with the Terms and Conditions and the Contract, and title of the Goods is transferred to the Buyer, the Buyer shall:

12.3.1 - Possess the Goods as a bailee for the Company.

12.3.2 - Store the Goods separately and in an appropriate environment.

12.3.3 - Ensure the Goods are identifiable as being supplied by the Company.

12.3.4 - Insure the Goods against all reasonable risks.

12.4 - Prohibition on Pledging or Charging: The Buyer is prohibited from pledging or using the Goods, which remain the property of the Company, as security for any indebtedness. If the Buyer breaches this provision, all outstanding amounts owed by the Buyer to the Company shall become immediately due and payable, without prejudice to any other rights or remedies of the Company.

12.5 - Right of Repossession: The Company reserves the right to repossess any Goods for which it retains title without prior notice. The Buyer authorizes the Company irrevocably to enter the Buyer's premises during normal business hours for the purpose of repossessing the Goods or inspecting them to ensure compliance with the storage and identification requirements specified in sub-Clause 12.3.

12.6 - Termination of Buyer's Possession: The Buyer's right to possess the Goods, in which the Company maintains legal and beneficial title, shall terminate if any of the following events occur:

12.5.1 - The Buyer commits or permits a material breach of obligations under these Terms and Conditions.

12.5.2 - The Buyer enters into a voluntary arrangement under relevant insolvency legislation, such as the Insolvency Act 1986 or the Insolvent Partnerships Order 1994.

12.5.3 - The Buyer becomes subject to a bankruptcy order or takes advantage of any statutory provision for the relief of insolvent debtors.

12.5.4 - The Buyer convenes a meeting with its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator, or administrative receiver appointed, or any proceedings relating to the insolvency or possible insolvency of the Buyer are commenced.

13. Ex-Hire and Used Stock

13.1 - Introduction: The Company occasionally sells used goods, including ex-hire or ex-demonstration items. The sale of these goods is governed by special terms and conditions outlined in this clause 13. When an order is received, the Company will provide written confirmation if the Goods are available.

13.2 - Non-Returnable Goods: Goods classified as used, ex-hire, or ex-demonstration are generally non-returnable unless specific conditions are met:

13.2.1 - Error or Fault: Goods can be returned if the Company has made an error in fulfilling the order or if the Goods are faulty.

13.2.2 - Used Goods for Parts: If the used Goods are intended for parts, they are non-returnable under any circumstances.

14. Assignment

14.1 - Company's Right to Assign: The Company reserves the right to assign the Contract, in whole or in part, to any person, firm, or company without the prior consent of the Buyer. This means that the Company has the option to transfer its rights and obligations under the Contract to a third party.

14.2 - Buyer's Assignment Restrictions: On the other hand, the Buyer is not entitled to assign the Contract or any part of it without obtaining the prior written consent of the Company. This means that the Buyer cannot transfer their rights or obligations under the Contract to another party without the Company's approval.

15. Defective Goods and Returns

The Company's commitment to quality and customer satisfaction is paramount. In the event that any of the Goods are found to be defective upon delivery, the Company takes responsibility for addressing the issue. The following provisions outline the Company's approach to handling defective Goods and the Buyer's responsibilities:

15.1 - Defective Goods on Delivery: If any of the Goods are defective in any material respect upon delivery, the Buyer has the right to refuse delivery or provide written notice of the defect within 2 Business Days if the Goods are signed for as "condition and contents unknown." Upon receiving such notice, the Company offers the following options:

15.1.1 - Replacement: The Company will replace the defective Goods within the current lead times upon receiving the Buyer's notice.

15.1.2 - Refund: Alternatively, the Company will refund the Price of the defective Goods (*or parts thereof, as appropriate*) to the Buyer.

It's important to note that once the Buyer accepts the Goods without refusal or fails to provide notice as mentioned above, they may not reject the Goods and the Company's liability is limited to the aforementioned options.

15.2 - Suitability and Specifications: The Company advises the Buyer to thoroughly check the suitability and specifications of the Goods before placing an order. As a general policy, the Company does not sell products on a trial basis. Unless there was an error on the Company's part or the Goods are faulty, non-defective used Goods, Goods sold for parts, or Goods with defects not apparent on inspection are non-returnable.

15.3 - Returning Unwanted Goods: If the Company agrees, at its discretion, to accept the return of unwanted Goods for credit, the following conditions apply:

15.3.1 - Prior Agreement: The Goods must be returned with the Company's prior written agreement within 14 days of delivery.

15.3.2 - Unopened and Resalable Condition: The Goods must be unopened, with the manufacturers' seals intact, and in perfect re-saleable condition.

15.3.3 - Restocking Fee: All Goods returned under these circumstances will be subject to a restocking fee of 15% of the Price.

15.3.4 - The Buyer is urged to ensure that the purchased Goods meet their specifications before breaking the manufacturers' seals to avoid any disappointment or rejection upon return.

15.4 - Limitations of Liability: The Company's liability for defects is subject to certain limitations:

15.4.1 - Fair Wear and Tear: The Company is not liable for defects arising from fair wear and tear, wilful damage, negligence, failure to follow the Company's instructions, misuse, alteration of the Goods without the Company's approval, or any act or omission on the part of the Buyer, its employees, or agents, or any third party.

15.4.2 - Damaged Goods in Transit: The Company cannot accept liability for Goods damaged during transit. The Buyer is responsible for adequately packaging the Goods to prevent damage. The Buyer is strongly advised to use recorded delivery, registered post, or courier services and insure the Goods for their full value.

15.4.3 - Testing Process: If the returned Goods are found to be in good working order without defect after the testing process, the Company will return the product to the Buyer, and the carriage costs for this return will be the Buyer's responsibility. If replacement Goods were provided before completion of the testing process, the Buyer will be responsible for the associated costs as well.

15.5 - Exclusion of Warranties: Except where the Goods are sold under a consumer sale, all warranties, conditions, or other terms implied by statute or common law are excluded to the fullest extent permitted by law unless expressly provided in these Terms and Conditions.

15.6 - Limitation of Liability: Except in cases of death or personal injury caused by the Company's negligence or as expressly provided in these Terms and Conditions, the

Company shall not be liable to the Buyer for any direct or consequential loss or damage, including loss of profit or indirect or special loss, costs, expenses, or other claims for consequential compensation arising out of or in connection with the supply, use, or resale of the Goods, regardless of whether caused by the negligence of the Company, its servants, agents, or any other cause.

15.7 - Buyer's Responsibilities: The Buyer is responsible for ensuring compliance with applicable statutory requirements regarding the use or sale of the Goods, unless instructions are provided in the packaging or labeling of the Goods. The Buyer must handle and sell the Goods according to directions given by the Company or any competent governmental or regulatory authority. The Buyer agrees to indemnify the Company against any liability, loss, or damage resulting from the Buyer's failure to comply with these conditions.

16. Manufacture Warranty

16.1 - Warranty Coverage: Unless otherwise stated in the manufacturer's documentation, Goods delivered to a UK mainland address may come with a specified manufacturer's warranty. This warranty is provided by the manufacturer and covers any defects or issues that may arise with the Goods.

16.2 - Warranty Claim Process: If the Buyer wishes to make a warranty claim, they must follow the manufacturer's instructions and warranty procedure. The Buyer will be required to contact the manufacturer directly to initiate the warranty claim process. To facilitate this, the Company will provide the Buyer with the necessary contact information for the relevant manufacturer.

16.3 - Direct Manufacturer Communication: In order to resolve the warranty issue efficiently, the Buyer will be directed to communicate directly with the manufacturer. The manufacturer will handle the return and provide assistance with resolving the problem in accordance with their warranty terms and procedures.

16.4 - Exclusions from Warranty: The manufacturer's warranty will not apply if the Goods have been worked upon, altered, or damaged by the Buyer, its employees, or agents. Additionally, the warranty will not cover Goods that haven't been used in accordance with the manufacturer's instructions. It is important for the Buyer to adhere to the recommended usage guidelines and instructions provided by the manufacturer to ensure warranty coverage.

17. Buyers Default

17.1 - Payment Default: If the Buyer fails to make a payment on the due date, the Company reserves the right to take appropriate action, without prejudice to any other rights or remedies available. In such cases, the Company is entitled to:

17.1.1 - Cancel the order or suspend further deliveries: The Company may choose to cancel the order or suspend any future deliveries to the Buyer until the outstanding payment is made. This ensures that the Company's interests are protected in the event of payment default.

17.1.2 - Appropriation of payments: The Company has the right to allocate any payment made by the Buyer to any outstanding amounts owed, whether it is for the specific Goods in question or for any other Goods supplied under a different contract between the Buyer and the Company. This right to appropriation remains with the Company, regardless of any previous allocation attempted by the Buyer.

17.1.3 - Charge interest on unpaid amounts: In the event of non-payment, the Company is entitled to charge the Buyer interest on the outstanding amount. The interest rate will be 3.5% per annum above the Bank of England base rate at the time. Interest will be calculated from the due date until the payment is made in full, considering a part of a month as a full month for interest calculation purposes.

17.2 - Application of Buyer's Default: This condition applies in the following circumstances:

17.2.1 - Failure to fulfill obligations: If the Buyer fails to perform or observe any obligations stated in the Contract or is in breach of any provisions within, this condition comes into effect.

17.2.2 - Insolvency or bankruptcy: If the Buyer becomes subject to an administration order, enters into a voluntary arrangement under the Insolvency Act 1986 or the Insolvent Partnerships Order 1994, or becomes bankrupt (if an individual or firm) or goes into liquidation (if a company), the condition is triggered.

17.2.3 - Creditor's actions or business cessation: If an encumbrancer takes possession of the Buyer's assets, or a receiver is appointed, or if the Buyer ceases or threatens to cease carrying on business, the condition applies.

17.2.4 - Reasonable apprehension: If the Company reasonably anticipates that any of the events mentioned above is likely to occur concerning the Buyer, the Company reserves the right to invoke this condition by notifying the Buyer accordingly.

17.3 - Consequences of Buyer's Default: If sub-Clause 17.2 (*Buyer's Default*) applies, the Company, without any liability to the Buyer, is entitled to:

17.3.1 - Cancel the Contract or suspend further deliveries: The Company can choose to cancel the Contract in its entirety or suspend any further deliveries under the Contract. This action is taken to safeguard the Company's interests in light of the Buyer's default.

17.3.2 - Immediate payment obligation: If Goods have been delivered but remain unpaid, regardless of any prior agreements or arrangements, the Price for those Goods becomes immediately due and payable.

18. Limitation of Liability

18.1 - Scope of Liability: The following provisions outline the extent of the Company's financial liability to the Buyer, encompassing breaches of these Terms and Conditions, the Contract, as well as any acts, omissions, representations, statements, or tortious conduct, including negligence, arising in connection with the Contract. This

limitation of liability applies to the Company, its employees, agents, and subcontractors.

18.2 - Exclusion of Implied Warranties: All warranties, conditions, and other terms implied by statute or common law, except for the conditions implied by section 12 of the Sale of Goods Act 1979, are fully excluded from the Contract to the maximum extent permitted by law. This ensures that the Contract defines the scope of the Company's liability rather than relying on any implied terms.

18.3 - Exceptions to Exclusion: The limitations and exclusions of liability set forth in these Terms and Conditions shall not apply to the following:

18.3.1 - Liability for death or personal injury caused by the Company's negligence: The Company remains fully liable for any harm or injury resulting from its negligence that leads to death or personal injury.

18.3.2 - Liability for matters that cannot be legally excluded: The Company's liability cannot be limited or excluded in cases where it would be unlawful to do so, thereby ensuring that the Company remains accountable for any legally protected rights or obligations.

18.3.3 - Liability for fraud or fraudulent misrepresentation: The Company's liability for fraudulent acts or misrepresentation, including fraudulent inducement into the Contract, remains unrestricted.

18.4 - Limitation of Liability:

18.4.1 - Overall financial liability: Except as otherwise provided in sub-Clauses 18.2 and 18.3, the Company's total liability, whether arising from contract, tort (*including negligence or breach of statutory duty*), misrepresentation, restitution, or any other legal basis, shall be limited to the Contract Price. This limitation reflects the maximum amount for which the Company can be held liable under the Contract.

18.4.2 - Exclusion of pure economic loss: The Company shall not be liable to the Buyer for any pure economic loss, including but not limited to loss of profit, loss of business, or depletion of goodwill. This exclusion applies to direct, indirect, and consequential losses, regardless of the cause, arising out of or in connection with the Contract.

19. Confidentiality

19.1 - Confidentiality Obligation: The Buyer acknowledges and agrees that all information obtained by the Buyer relating to the business and/or products of the Company, as well as the terms of the Contract itself, shall be treated as confidential. The Buyer is obligated to maintain the confidentiality of such information and shall not use or disclose it to any third party without the prior written consent of the Company. This obligation extends to any confidential information disclosed during the course of the business relationship between the Parties.

19.2 - Exceptions to Confidentiality: The confidentiality obligation of the Buyer shall not apply to information that is in the public domain through no fault or default of the Buyer. If the information becomes publicly available without the Buyer's involvement, the Buyer shall not be held responsible for maintaining its confidentiality.

19.3 - Usage of Company Names and Trademarks: The Buyer shall not use, authorize, or permit any other person to use any name, trademark, house mark, emblem, or symbol owned or licensed by the Company, without obtaining the Company's prior written consent. This restriction applies to the display of such names, trademarks, or symbols on premises, note paper, visiting cards, advertisements, or any other printed matter. Any authorized use must be obtained in writing from the Company, and in the case of licensed marks, from the licensor as well.

19.4 - Compliance by Employees, Servants, and Agents: The Buyer shall make reasonable efforts to ensure that its employees, servants, and agents also comply with the confidentiality obligations set forth in this Clause. The Buyer shall educate and inform its personnel about the sensitive nature of the Company's confidential information and the importance of maintaining its confidentiality.

19.5 - Survival of Confidentiality Obligations: The provisions of this Clause 19 shall survive the termination of the Contract. Even after the termination of the business relationship, the Buyer shall continue to uphold its duty of confidentiality with respect to the Company's confidential information.

19.6 - Confidentiality is crucial for protecting the interests and competitive advantage of the Company. By agreeing to these provisions, the Buyer acknowledges the importance of safeguarding confidential information and undertakes to fulfill their obligations even beyond the termination of the Contract.

20. Communication

20.1 - Form of Notices: All notices under these Terms and Conditions and the Contract shall be in writing to ensure clarity and accuracy of communication. A notice is considered valid if it is signed by, or on behalf of, a duly authorized officer of the Party giving the notice.

20.2 - Methods of Giving Notice:

20.2.1 - Delivery by Courier or Messenger: If a notice is delivered by a courier or other messenger, including registered mail, during the normal business hours of the recipient, it shall be deemed to have been duly given upon delivery. This method ensures timely receipt of the notice and provides a reliable means of communication.

20.2.2 - Transmission by Facsimile or Email: If a notice is transmitted by facsimile or email, it shall be deemed to have been duly given when sent, provided that a successful transmission report or return receipt is generated. This method allows for quick and efficient communication, especially when immediate delivery is required.

20.2.3 - Mailing by National Ordinary Mail: If a notice is mailed by national ordinary mail, postage prepaid, it shall be deemed to have been duly given on the fifth business day following the mailing. This method allows for communication through traditional mail services and provides a reasonable timeframe for the notice to reach the recipient.

20.2.4 - Mailing by Airmail: If a notice is mailed by airmail, postage prepaid, it shall be deemed to have been duly given on the tenth business day following the mailing. This method is applicable when the recipient is located in a different geographical region and allows for an extended delivery period due to international mail transit.

20.4 - Addressing Notices: All notices under this Agreement shall be addressed to the most recent address, email address, or facsimile number notified to the other Party. It is the responsibility of each Party to promptly notify the other Party of any changes to their contact information to ensure effective communication. This ensures that notices are directed to the appropriate recipient and minimizes the risk of miscommunication.

20.5 - Proof of Receipt: In case of any dispute or uncertainty regarding the deemed receipt of a notice, the burden of proof shall rest on the Party seeking to establish the receipt of the notice. Parties may retain evidence of delivery, such as courier receipts, transmission reports, or other relevant documentation, to support their claims of notice delivery.

21. Force Majeure

21.1 - Both Parties acknowledge and agree that neither of them shall be held liable for any failure or delay in the performance of their obligations under these Terms and Conditions or the Contract if such failure or delay is caused by circumstances beyond their reasonable control. These circumstances, commonly referred to as "force majeure" events, may include, but are not limited to:

21.1.1 - Power Failure: Any interruption or failure in the supply of electrical power.

21.1.2 - Internet Service Provider Failure: Any disruption or unavailability of internet services or network connectivity.

21.1.3 - Industrial Action: Strikes, lockouts, or other labor disputes that affect the normal course of business.

21.1.4 - Civil Unrest: Riots, protests, or public disturbances that disrupt operations or pose a threat to safety.

21.1.5 - Fire: Uncontrolled or accidental fires that cause damage or destruction to property.

21.1.6 - Floods: Excessive water accumulation due to heavy rainfall, overflowing rivers, or other natural disasters.

21.1.7 - Storms: Severe weather conditions, including hurricanes, tornadoes, or cyclones.

21.1.8 - Earthquakes: Sudden and violent movements of the earth's crust that result in tremors or quakes.

21.1.9 - Acts of Terrorism: Deliberate acts of violence or intimidation carried out for political or ideological reasons.

21.1.10 - Acts of War: Military conflicts, hostilities, or armed aggression between nations or factions.

21.1.11 - Governmental Action: Decisions, orders, or regulations imposed by government authorities that affect operations.

21.1.12 - Pandemic or Endemic: Outbreaks of widespread infectious diseases or endemic illnesses.

21.1.13 - Other Events Beyond Control: Any other unforeseen events or circumstances that are not reasonably within the control of the Party in question.

21.2 - In the event that a force majeure event occurs, the affected Party shall promptly notify the other Party in writing, providing details of the event and its expected impact on the performance of their obligations. The Party affected by the force majeure event shall take all reasonable steps to mitigate the effects of such an event and resume the performance of their obligations as soon as practicable. During the continuance of a force majeure event, the obligations of the affected Party shall be suspended to the extent that they are affected by the event. The time for performance of those obligations shall be extended for a period equal to the duration of the force majeure event, and the affected Party shall not be deemed to be in breach of its obligations during that period.

21.3 - If a force majeure event continues for an extended period, either Party may choose to terminate the Contract by giving written notice to the other Party. In such a case, neither Party shall be liable to the other for any losses or damages arising from the termination, except for any amounts due for the goods or services already provided.

21.4 - The force majeure provision is intended to protect the Parties from unforeseen and uncontrollable events that may prevent or hinder the performance of their obligations. It provides a fair and equitable solution in situations where circumstances beyond their control impact their ability to fulfill their contractual duties.

22. Waiver

22.1 - The Parties acknowledge and agree that any failure or delay by either Party in exercising any right, power, or remedy under these Terms and Conditions or the Contract, or any failure to enforce any provision, shall not be construed as a waiver of such right, power, remedy, or provision.

22.2 - No waiver by either Party of any breach or default under these Terms and Conditions or the Contract shall be deemed a waiver of any subsequent breach or default. The waiver of any breach or default shall not constitute a continuing waiver or a waiver of any other provision or right contained in these Terms and Conditions or the Contract.

22.2 - The Parties further agree that the exercise of any right, power, or remedy by either Party shall not preclude or limit its right to exercise any other rights, powers, or remedies available to it under these Terms and Conditions, the Contract, or applicable law.

22.4 - Any waiver by either Party must be in writing and signed by the Party granting the waiver. The waiver of any provision shall only be effective to the extent expressly stated and shall not operate as a waiver of any other provision or as a waiver of any future breaches.

22.5 - The Parties understand that the enforcement of their rights and remedies under these Terms and Conditions or the Contract is essential to protect their respective interests. Therefore, any failure to enforce any provision or remedy any breach shall not diminish or affect the rights or remedies of either Party and shall not be interpreted as a waiver of any kind.

22.6 - This waiver provision is intended to clarify that the Parties' failure to enforce any provision or remedy any breach does not relinquish their rights or remedies, and that such failure does not create a precedent or establish a course of conduct that would limit their future enforcement actions. It ensures that each Party can exercise its rights and remedies on a case-by-case basis and preserves the integrity and enforceability of these Terms and Conditions and the Contract.

23. Severance

23.1 - The Parties acknowledge and agree that if any provision of these Terms and Conditions or the Contract is determined to be unlawful, invalid, or unenforceable by a court of competent jurisdiction, the Parties will undertake to revise and modify the provision to the extent necessary to make it valid and enforceable while preserving the original intent of the Parties to the maximum extent possible. If revision or modification is not feasible, the provision in question shall be deemed severed from these Terms and Conditions (*and, by extension, the Contract*).

23.2 - The severance of an unlawful, invalid, or unenforceable provision shall not affect the validity or enforceability of the remaining provisions of these Terms and Conditions or the Contract, which shall continue to be binding and effective. The Parties intend to give full force and effect to the remaining provisions and to ensure that their rights and obligations under the Contract are not unduly impaired due to the severance of any specific provision.

23.3 - In the event of severance, the Parties agree to interpret and enforce these Terms and Conditions and the Contract to the fullest extent possible to achieve the original objectives and intentions of the Parties. The severance of a provision does not nullify or affect any other provisions or the overall validity and enforceability of these Terms and Conditions or the Contract.

23.4 - Furthermore, the Parties agree to cooperate in good faith to negotiate and agree upon a valid and enforceable replacement provision that closely reflects the intent and economic effect of the severed provision, taking into account legal and commercial considerations.

23.5 - This severance provision is intended to provide a fair and reasonable approach in case any provision is deemed unlawful, invalid, or unenforceable. By including this clause, the Parties demonstrate their intention to maintain the validity and enforceability of the remaining provisions and to address any legal or regulatory challenges that may arise, while preserving the underlying purpose and essence of these Terms and Conditions and the Contract.

24. Third Party Rights

24.1 - The Contracts (*Rights of Third Parties*) Act 1999 shall govern the rights of third parties in relation to the Contract. According to this act, any person who is not a party to the Contract shall not have any rights under the Contract unless expressly stated otherwise. This means that only the parties directly involved in the Contract, namely the Company and the Buyer, have enforceable rights and obligations under the Contract. No other person or entity, even if they may benefit from or be affected by the Contract, can claim any rights or benefits under it unless explicitly provided for in the Contract itself.

24.2 - The intention behind this provision is to restrict the ability of third parties to assert claims or enforce rights under a contract to which they are not a party. It ensures that the rights and obligations established in the Contract are enforceable solely by the parties who have entered into the agreement, thereby maintaining clarity and certainty in contractual relationships.

24.3 - It is important for the Company and the Buyer to be aware that the rights and obligations arising from the Contract cannot be extended or conferred upon any third party unless expressly stated in the Contract or permitted by law. This provision protects the interests of the contracting parties and avoids any potential confusion or disputes that may arise from the involvement of third parties in the contractual arrangements.

24.4 - Therefore, it is crucial for the Company and the Buyer to ensure that any agreements, understandings, or obligations involving third parties are separately documented and legally recognized to avoid any ambiguity or unintended legal consequences

25. Law and Jurisdiction

25.1 - These Terms and Conditions and the Contract, including any non-contractual matters and obligations arising from or associated with them, are subject to the laws of England and Wales. The Parties agree that any dispute, controversy, proceedings, or claim arising between them in relation to these Terms and Conditions or the Contract, including any non-contractual matters and obligations, shall be under the jurisdiction of the courts of England and Wales.

25.2 - By choosing the laws of England and Wales as the governing law, the Parties ensure consistency and clarity in the interpretation and application of these Terms and Conditions. The jurisdiction of the courts of England and Wales provides a suitable forum for the resolution of any disputes or claims that may arise between the Parties. This jurisdiction allows for fair and impartial adjudication, ensuring that legal matters related to these Terms and Conditions and the Contract are handled appropriately and in accordance with applicable laws.

25.3 - The selection of England and Wales as the governing law and jurisdiction further promotes legal certainty and predictability in the event of any disagreements

or conflicts between the Parties. It provides a solid legal framework for the resolution of disputes, allowing for efficient and effective proceedings in the courts of England and Wales.

25.4 - The Parties acknowledge and agree that by accepting these Terms and Conditions and entering into the Contract, they submit to the exclusive jurisdiction of the courts of England and Wales. This jurisdiction applies to all disputes, controversies, proceedings, or claims, whether of a contractual or non-contractual nature, arising directly or indirectly from these Terms and Conditions or the Contract.

26. Document Control

Title	Terms and Conditions of Sale
Version	Version 1.0
Review by	June 2024
Date approve	May 2023
Policy live date	June 2023
Policy owner	Director of Hire Operations
For action	All Account Managers
For information	All Employees and Customers
Supersedes	None
Supporting procedures and guidelines	

27. Policy Review and Maintenance

This policy will be reviewed annually or if there is a change to external regulatory requirements or a change to internal processes.