

Standard Terms & Conditions of Sale

July 2022



Evaclite Ltd

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Application and entire agreement

- These Terms and Conditions:
 - Will apply to the purchase of the goods detailed in our quotation or in your purchase order (Goods) by the buyer (you) from Evaclite Ltd a company registered in England and Wales under number 11820274 whose registered office is at Thorncroft Manor, Thorncroft Drive, Leatherhead, Surrey KT22 8JB (we or us).
 - Will be deemed to have been accepted by you when you accept the quotation or send us a purchase order or from the date of any delivery of the Goods (whichever happens earlier) and will constitute the entire agreement between us and you.
- The quotation or purchase order (together, the Contract) apply to the purchase and sale of any Goods between us, to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- The headings in these Terms and Conditions are for convenience only and will not affect their interpretation.
- Words imparting the singular number include the plural and vice-versa.

Definitions

- Goods
 - The description of the Goods is set out in our quotation and/or proposal. In accepting the quotation or equivalent you acknowledge that you have not relied upon any statement, promise or other representations about the Goods by us. The descriptions of the Goods set out in our sales documentation are intended as a guide only.

- Details and specifications of the Goods as described are subject to alteration without notice and are not a contractual offer to sell the Goods.
6. Price
- The price (Price) of the Goods will be based upon our standard retail price and set out in our quotation and current price list.
 - Pricing will be in GBP unless an alternative currency and exchange rate have been agreed in which case these will be subject to exchange rate fluctuations.
 - Standard validity for any quotation is 30 calendar days from the date of issue and the Price may be subject to increase without notice once this period has elapsed.
 - A discount based on quantity (in a single order or ordered over time) may be applicable. Such discounts will be applied to the retail price current at the time and will be at our discretion. Any specific terms relating to such discounts will be agreed in writing and will be subject to their own validity period.
 - The Price may be exclusive of applicable VAT, other taxes or levies and fees such as standard packaging and delivery which will be confirmed or estimated prior to order acceptance wherever possible.
7. Business day
- A "business day" means any day other than a Saturday, Sunday or Bank Holiday in England and Wales.

Order process

8. Our Goods are typically manufactured to order and in which case, the order process is as follows:
1. Customer enquiry received
 2. Quotation issued with estimated lead-time and subsequent revisions should the requirement change
 3. Acceptance and customer order received
 4. Order acknowledgement and Invoice issued (on a pro forma basis)
 5. Payment received
 6. Order processing commenced based on current lead-time (6-8 weeks as standard, subject to manufacturing capacity, stock availability and market conditions)
 7. Works order placed on Factory
 8. Goods despatched to specified address via courier
 9. Receipt and acceptance of Goods

Acceptance, changes and cancellation

9. Where credit terms have been agreed, the order will be processed, and the manufacturing process commenced once the quotation has been accepted.
10. Where payment is on a pro-forma basis, the order may not be processed, and manufacturing commenced until payment is received in full.
11. Our quotation will be deemed to have been accepted upon the receipt of a purchase order, the equivalent, or payment.
12. Once a quotation has been accepted, changes or cancellations may not be possible and must be requested in writing. Should it be possible to accept a change, this may be subject to additional costs and processed in accordance with the following:
13. Where the Goods are yet to be delivered:
 - Addition - Should additional Goods be required then these must be ordered in the normal way. However, these may be on a different lead-time to the original Goods and additional charges such as increased pricing and delivery may be necessary.
 - Cancellation - Should a cancellation of Goods be required, this may be possible if requested in writing within one working week of formal acceptance. However, a cancellation fee may be charged to cover administrative expenses. Cancellations requested after this date will be dealt with on an individual basis and may not be possible. If re-stocking is possible, then a re-stocking fee may be charged in addition to an administrative one.
 - Alteration - Should a change to the Goods be required, this request will be dealt with as a cancellation – see above.

14. Where the Goods have been delivered:

- Addition - Should additional Goods be required then these must be ordered in the normal way. However, these will be subject to the delivery lead-time at that point in time and an increase in price and additional delivery charges may be necessary.
- Incorrect goods - Should the incorrect Goods have been ordered, a new or amended order must be placed for the correct Goods at the current retail Price at that time. Provided the incorrect Goods are returned in good order and in their original packaging, a credit commensurate with their condition may be provided up to a maximum of £100 per product excluding VAT or 25% of the current retail price per unit whichever is the lower. The actual credit may only be confirmed once the returned product(s) has been assessed both visually and functionally and the amount of preparation and re-work calculated.

In most cases, for the maximum credit to be feasible the product needs to be in perfect and a supplied condition. The most likely circumstances for this are where an order has been placed incorrectly and either identified upon receipt, therefore not even unpacked, or where the Goods have been left in our warehouse and not delivered. This still means the product would still to be visually inspected prior to being re-stocked.

15. We can only supply complete products and, due to design, manufacturing, installation and warranty complications are unable to supply replacement components or assemblies.
16. In all cases, the Goods have to be of current specification meaning they are the same as those in current production and any related credit is at our sole discretion.

Payment**17. We will invoice you for the full Price of the Goods:**

- Upon quotation acceptance and in advance of delivery when on a pro-forma basis; or
- Upon or at any time following delivery of the Goods; or
- Upon our first attempt to deliver the Goods or at the point of us notifying you that the Goods are ready for collection

18. You must pay the full Price inclusive of all taxes and associated costs and without any deduction, withholding or counterclaim within five (5) Business Days of the date of our invoice or in accordance with agreed credit terms even if the title of the Goods has not yet passed to you.

19. Item 18 above notwithstanding, time for payment will be of the essence of the Contract between us and you.

20. Any delay in payment will affect Delivery. We may also suspend your account, manufacture and further deliveries to you and without limiting any of our other rights or remedies for statutory interest. You may be charged interest at the rate of 5% per annum, or pro rata, above the base rate of the Bank of England from the point of notification and to the receipt of payment in full including any additional charges rendered.

Delivery

21. We will arrange for the delivery of the Goods to the address specified in the quotation, or your order or to an alternative address if agreed to the contrary.

22. Any dates quoted for delivery are approximate, and the time of delivery is not of the essence. We will not be liable for any delay in delivery of the Goods howsoever caused including a circumstance beyond our control or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

23. We will endeavour to keep you advised as to the status of the delivery and the anticipated date of receipt.

24. We may deliver the Goods in instalments if specified, agreed or otherwise necessary. In such cases, each instalment may be invoiced and paid for separately. Any delay in delivery or defect in an instalment will not entitle you to cancel any other instalment.

25. Standard delivery will be via a next working day courier service of our choice and may take place between 08.00 and 18.00, Monday to Friday. All quotations will include a delivery charge based upon this service.

26. Alternative or special delivery arrangements, including collection, may be possible such as weekend delivery, timed delivery, or delivery via specialist transport (eg FORS Silver). Such requirements must be specified ideally at the quotation stage or at least one working week prior to the anticipated date of despatch and formally agreed to in writing by us. Such arrangements will incur additional charges, and these must be paid for in accordance with the relevant standard payment terms. In the case of a pro-forma account for example, these additional charges must be paid for in full prior to despatch.

27. If you do not take delivery of the Goods we may, at our discretion and without prejudice to any other rights:

- Attempt to re-deliver the Goods
 - Request you collect the Goods from a location of our choice
 - Arrange for the storage of the Goods
 - Arrange for the Goods to be returned to stock
28. In each case, we will charge you for all associated costs and expenses including, but not limited to, transportation, handling, storage and insurance.
29. If a delivery address is not specified by you or we are not advised of a suitable delivery address at least 2 working days prior to the date of despatch or collection, we reserve the right to request that you arrange for the Goods to be collected from our premises or an alternative location nominated by us.

Inspection and acceptance of Goods

30. You must inspect or arrange for the inspection of the Goods upon delivery or collection.
31. Upon receipt, should the Goods not be as anticipated or be damaged, you must contact us in writing within 24 hours (one Business day) of Delivery explaining the specific issue and providing appropriate supporting evidence such as photographs and relevant paperwork.
32. Other than by agreement, based upon the information supplied, provided we are satisfied that the damage to, or failure of, the Goods is our responsibility we will arrange for prompt collection and replacement.
33. All other issues or circumstances will be dealt with on a case-by-case basis.
34. In all cases, the Goods will be subject to comprehensive assessment upon their return.
35. Should this post-return assessment prove:
- That the Goods were damaged by you accidentally, maliciously or through mistreatment; and/or
 - That the Goods were not returned in good order (excepting the original fault or failing) and in their original packaging or the equivalent; and/or
 - That you have made further use of such Goods after giving notice under the clause above; and/or
 - The defect or failure has arisen through your failure to follow our oral or written instructions about the storage, commissioning, installation, use and maintenance of the Goods; and/or
 - The defect arises from misuse or alteration of the Goods, negligence, wilful damage or any other act by you, your employees or agents or any third parties; and/or
 - The defect arises from normal wear and tear of the Goods; and/or
 - The defect was caused by any other condition or occurrence beyond our reasonable control

Then we will be under no liability or further obligation in relation to the Goods or their supply and any associated costs such as transport, handling, repair or replacement will be charged and paid for in full by you prior to replacements being supplied or within 7 working days following the date of the assessment if replacements have been provided prior to the assessment being completed.

36. We will also be under no obligation to provide replacements or incur cost if you fail to fulfil the requirements as set out above.

Risk and Title

37. The risk in the Goods will pass to you upon delivery.
38. Title to the Goods will not pass to you until we have received payment in full (in cash or cleared funds) for:
- The Goods and/or
 - Any other goods or services that we have supplied to you in respect of which payment has become due.
39. Until title to the Goods has passed to you, you must:
- Hold the Goods on a fiduciary basis as our bailee; and/or
 - Store the goods separately and not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; and
 - Keep the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of

delivery.

40. As long as the Goods have not been resold, irreversibly incorporated into another product or disposed of, and without limiting any other right or remedy we may have, we can at any time ask you to deliver up the Goods at a specified time. Should you fail to comply promptly we can enter, without notice, any of your premises or those of any third party where the Goods are stored to recover them and may seek to recover costs.

Termination

41. We can terminate the sale of Goods under the Contract where:
- You commit a material breach of your obligations under these Terms and Conditions; or
 - You are or become or, in our reasonable opinion, are about to become the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtors; or
 - You enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with your creditors; or
 - You convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part thereof, any documents are filed with the court for the appointment of an administrator, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed, or petition presented to any court for the winding up of your affairs or for the granting of an administration order, or any proceedings are commenced relating to your insolvency or possible insolvency.

Warranty

42. We strive to ensure that our products and services are of the highest quality and will provide many years of effective and reliable service.
43. EvacLite Ltd warrants product it manufactures to be free from defects in workmanship and materials, under normal and designated use and conditions and subject to appropriate care and maintenance, for a maximum period of two (2) years from the date of delivery or the original invoice receipt, whichever is the earliest.
44. Should a claim be made, we may, at our sole discretion, credit, repair or replace the product with a new or refurbished product of equal value without charge (except for carriage). Such repair or replacement is subject to verification of the defect or malfunction by us and the provision of proof of purchase confirming the product code, batch number and original sales date.
45. This warranty does not apply to:
- Consumable components such as batteries
 - Damage incurred during installation or resulting from neglect, misuse or through normal wear and tear
46. It may only be exercised by the original purchaser in the country of purchase.
47. Further information about our product warranty and the claims procedure is specified in our Warranty Statement a copy of which will be supplied upon request.

Intellectual Property

48. The purchaser will indemnify us against all damages, penalties, costs, losses and expenses suffered, or for which it may become liable, in respect of the infringement of any intellectual property including (but without limitation) any patent, copyright, registered design, trademark, trade name or knowhow arising out of the company's manufacture of goods or the application of any process to the goods in accordance with any specification, design, drawings or other data supplied by the Purchaser or its servants or agents. All drawings, descriptions and other information submitted by us therein, shall remain our property.

Limitation of liability

49. Our liability under the Contract, and in breach of statutory duty, and in tort, misrepresentation or otherwise will be limited to this clause.
50. Subject to the clauses above on Inspection and Acceptance and Risk and Title, all warranties, conditions or other terms implied by statute or common law (save for those implied by Section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law.
51. Whilst we will exercise our best endeavours to deliver the Goods on time and in good order, should we fail to do so and be

unable to do so within a reasonable time, our liability is limited to the total Price of the Goods.

52. We will not be liable (whether caused by our employees, agents or otherwise) in connection with the Goods, for:
- Any indirect, special or consequential loss, damage, costs, or expenses; and/or
 - Any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or other third-party claims; and/or
 - Any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; and/or
 - Any losses caused directly or indirectly by any failure or breach by you in relation to your obligations; and/or
 - Any loss relating to the choice of the Goods and how they will meet your purpose or the use by you of the Goods supplied.
53. The exclusions of liability contained within this clause will not exclude or limit our liability for death or personal injury caused by our negligence; or for any matter for which it would be illegal for us to exclude or limit our liability; and for fraud or fraudulent misrepresentation.

Communications

54. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).
55. Notices will be deemed to have been duly given:
- When delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
 - When sent, if transmitted by email and a successful transmission report or return receipt is generated;
 - On the fifth business day following mailing, if mailed by national ordinary mail; or
 - On the tenth business day following mailing, if mailed by airmail.
56. All notices under these Terms and Conditions must be addressed to the most recent address, email address or otherwise notified to the other party.

Data protection

57. When providing the Goods we may gain access to and/or acquire the ability to transfer, store or process personal data of your employees or representatives.
58. The parties agree that where such processing of personal data takes place, you shall be 'data controller' and we shall be the 'data processor' as defined in the General Data Protection Regulation (**GDPR**) as may be amended, extended and/or re-enacted from time to time.
59. For the avoidance of doubt, 'Personal Data', 'Processing', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meaning as in the GDPR.
60. We shall only Process Personal Data to the extent reasonably required to enable it to provide the Goods as mentioned in these terms and conditions or as requested by and agreed with you, and shall endeavour not to retain any Personal Data longer than necessary for the Processing and will refrain from Processing any Personal Data for its own or for any third party's purposes.
61. We shall not disclose Personal Data to any third parties other than employees, directors, agents, subcontractors or advisors on a strict "need-to-know" basis and only under the same (or more extensive) conditions as set out in these terms and conditions or to the extent required by applicable legislation and/or regulations unless agreed to the contrary with you.
62. We shall implement and maintain technical and organisational security measures as are required to protect Personal Data Processed by the Seller on behalf of the Buyer. Further information about our approach to data protection are specified in our Data Protection Policy, which can be found on our website. For any enquiries or complaints regarding data privacy, you can contact our Data Protection Officer at the following e-mail address: bernard.ashford@evaclite.com.

Circumstances beyond the control of either party

63. Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war or governmental action.

No Waiver

64. No waiver by us of any breach of these Terms and Conditions by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

Severance

65. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, then that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

Law and jurisdiction

66. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.