

EL-Björn UK LTD

STANDARD TERMS AND CONDITIONS

1. In these standard conditions the following shall have the meaning set out in this clause unless the context otherwise requires:
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|------------------------|--|
| 'Purchaser' | The party which has agreed to buy the goods from the Seller. |
| 'Seller' | EL-Björn UK LIMITED (Co regn No.07866497) of Unit 2 Oyster Park, 109 Chertsey Road, West Byfleet, Surrey KT14 7AX |
| 'Conditions' | Those terms set out in these standard conditions and any special conditions which the Seller has agreed in writing with the Purchaser. |
| 'Goods' | Those articles which the Purchaser has agreed to purchase. |
| 'Delivery Date' | The estimated date upon which the Seller undertakes to deliver the Goods to the Purchaser. |
| 'Price' | The price at which the Seller has agreed to sell and the Purchaser to buy the Goods. |
2. The headings in these Conditions do not form a part thereof.
3. These Conditions apply to all contracts of sale between the Seller and the Purchaser to the exclusion of all others, whether contained in a purchase invoice, Purchaser's terms and conditions or otherwise save where either:
- 3.1. the Seller agrees in writing that the Conditions may be so varied or
- 3.2. such of the Purchaser's or other terms are consistent with the Conditions and purport
- 3.2.1. neither to add to nor increase the obligations of the Seller nor
- 3.2.2. to reduce, restrict or limit the obligations of the Purchaser.
4. The placing of any order by the Purchaser shall be deemed to be an offer to purchase Goods subject to these Conditions. The acceptance by the Purchaser of any Goods purchased from the Seller shall be conclusive evidence of acceptance of these Conditions.
5. Acceptance of any Goods shall be conclusive proof of acceptance by the Buyer of these terms and conditions.
6. No variation of these terms shall be effective unless contained in a document signed by the Seller.
- 7. Price**
- 7.1. The Price of the Goods shall be that set out in Schedule 1 of this Agreement or the Seller's quoted price, whichever is applicable.
- 7.2. The Price set out or quoted does not include VAT which shall be chargeable in addition at the applicable rate.
- 8. Payment**
- 8.1. Payment on any invoice is due within 30 days from the last day of the month within which the invoice is rendered and sent to the Purchaser. Time is of the essence in respect of this term.
- 8.2. Interest on amounts overdue including VAT will accrue at the rate of 8% above the Bank of England base rate from time to time and will continue to accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.
- 8.3. The Purchaser shall pay all amounts due under the contract in full without set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Seller may at any time, without limiting any of its other rights or remedies, set off any amount owing to it against any amount payable by the Seller to the Purchaser.
- 8.4. The Purchaser shall pay invoices in full in cleared funds. Payment shall be made to the bank account nominated in writing by the Seller.
- 8.5. If the Purchaser fails to make any payment due to the Seller under the Agreement by the due date for payment, then, without limiting the Seller's remedies under clause 20 of this Agreement;-
- (a) the Purchaser shall pay interest on the overdue amount at the rate of 8% percentage above the Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Purchaser shall pay the interest together with the overdue amount.
- (b) the Seller may suspend all further deliveries of Goods until payment has been made in full.
- 9. Retention of title by the Seller**
- 9.1. The title to any consignment of the Goods will remain with the Seller until the Seller has received:
- 9.1.1. full payment for them
- 9.1.2. full payment for any other Goods or products supplied under any other contract between the Seller and the Purchaser.
- 9.2. Until full payment is received as specified in this Clause 9 the Purchaser hereby acknowledges that he has possession of the Goods solely as bailee and in a fiduciary capacity for the Seller.
- 9.3. The Purchaser shall keep the Goods separate and clearly identifiable as the property of the Seller until title has passed under the provisions of this Clause 9.
- 10. The Goods**
- 10.1. The quantity and description of the Goods supplied under these Conditions shall be as set out or identified in the Seller's quotation. Any samples, drawings, descriptive matter, or advertising produced by the Seller and any descriptions or illustrations contained in the Seller's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of this Agreement or have any contractual force.
- 10.2. To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Purchaser, the Purchaser shall indemnify the Seller against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Seller in connection with any claim made against the Seller for actual or alleged infringement of a third

party's intellectual property rights arising out of or in connection with the Seller's use of the Specification. This clause 10.2 shall survive termination of this Agreement.

11. Warranty as to conformity with description

11.1. The Seller warrants that the Goods supplied under these Conditions will correspond, at the time of delivery, with the description it has given to the Purchaser. All other warranties, terms or conditions relating to quality, fitness for purpose or condition, whether implied by common law or statute, or express are excluded save where to do so would be by law impermissible.

12. Delivery

12.1. Risk shall pass on delivery and delivery shall be affected when:

12.1.1. the Goods are collected by the Purchaser or its agent or carrier or

12.1.2. the Goods are delivered to the address agreed in the order confirmation or such other address as has been agreed by the Parties in writing prior thereto. Delivery shall be on the Delivery Date but in respect thereof time shall not be of the essence although the Seller will use its best endeavours to effect it at the date therein specified. No liability will accrue to the Seller for late delivery of the Goods and in respect of short or non-delivery its liability shall be limited to a refund of that part of the purchase price which reflects the non-delivery or shortfall or the making up of such short delivery at the Seller's discretion.

12.2 If the Seller delivers up to and including 5% more or less than the quantity of Goods ordered the Purchaser may not reject them, but on receipt of notice from the Purchaser that the wrong quantity of Goods was delivered, a pro rata adjustment shall be made to the Order invoice.

12.3 Delivery Dates are approximate only, and the time of delivery is not of the essence. The Seller shall not be liable for any delay in delivery of any Goods that is caused by the Buyer's failure to provide the Seller with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

13. Liability for breach

13.1. Whilst the Seller will endeavour at all times to comply with its legal and contractual obligations to the Purchaser it does not accept liability for any loss suffered by the Purchaser as a result of any misrepresentation, mis description, breach of contract, breach of duty or other act or omission (unless fraudulent) however made or caused which constitutes more than a refund of any sum paid or the waiver of any sum contractually payable by the Purchaser for the Goods.

13.2. The Purchaser does not accept liability for any consequential economic or other losses suffered by the Purchaser whether resulting from misrepresentation, mis description, breach of contract, breach of duty or other act or omission (unless fraudulent) however caused.

13.3. Nothing in these Conditions shall limit the right of either Party to seek to recover damages for personal injury or death occasioned by breach of contract or breach of duty by the other Party, its employees or agents.

14. Acceptance

14.1. The Purchaser shall be deemed to have accepted the Goods 6 hours after delivery. Thereafter the Purchaser will not be entitled to reject the Goods on the basis that they do not conform to those to be supplied under these Conditions.

15. Liability after acceptance of the Goods

15.1. The Seller shall have no liability to the Purchaser in respect of the Goods after they have been accepted by it.

16. Liability after rejection of the Goods

16.1. If the Purchaser is entitled to and does reject the Goods the Seller shall have no further obligation to supply goods which conform to those the subject matter of these Conditions.

17. Law and jurisdiction

17.1. This Agreement is governed by the laws of England and Wales and is subject to the jurisdiction of the courts of England and Wales.

18. Invalid clauses

18.1. In the event that any term of these Conditions is found to be invalid or otherwise unenforceable then such term shall be regarded and construed as severable from the Conditions so as not to affect the validity and enforceability of the remainder.

19. Force majeure

19.1 Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for ninety days (90), the party not affected may terminate this Contract by giving seven (7) days written notice to the affected party.

20. Termination

20.1 Without limiting its other rights or remedies, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of any term of the Agreement and (if such a breach is remediable) fails to remedy that breach within Fourteen (14) days of that party being notified in writing to do so;

(b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

(d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's Seller's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy.

EL-BJÖRN UK LTD

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Climate. Solutions. Delivered.

20.2 Without limiting its other rights or remedies, the Seller may terminate the Agreement with immediate effect by giving written notice to the Purchaser if the Purchaser fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than seven (7) days after being notified in writing to make such payment.

20.3 Termination of the Agreement shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination.

20.4 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

Schedule

21.1. The Schedule forms part of this Agreement including any subsequent amendments made thereto.

Signed as read and understood

EL-BJÖRN UK LTD

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