

STERIPURA – TERMS AND CONDITIONS

Please find our Terms & Conditions of Sale for STERIPURA.

Applies to online and non-digital sales.

GENERAL

In these Conditions, the following definitions apply: Business Day: any day other than a Saturday, Sunday or public holiday in England and Wales. Company: STERIPURA – VAT No: **000 0000 00**

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 16 B).

Contract: the contract between the Company and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

Customer: the person or firm who purchases the Goods from the Company.

Force Majeure Event: has the meaning given in clause 15. Goods: the goods (or any part of them) set out in the Order. Order: The Customer's order for the Goods, as set out in the Customer's purchase order form or the Customer's written acceptance of the Company's quotation as the case may be.

Specification: any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Company.

These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions.

The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.

The Order shall only be deemed to be accepted when the Company issues a written acceptance of the Order, at which point the Contract shall come into existence.

The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract.

Any samples, drawings, descriptive matter, or advertising produced by the Company and any descriptions or illustrations contained in the Company's websites, 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 the Contract or have any contractual force.

A quotation for the Goods given by the Company shall not constitute an offer. A quotation shall only be valid for a period of twenty eight (28) Business Days from its date of issue.

PRICES

The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the Company's published price list in force as at the date of delivery or as shown on the Company's website.

The Company may, by giving notice to the Customer at any time up to 14 Business Days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to: any factor beyond the Company's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs); any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate or accurate information or instructions.

C) Unless otherwise agreed all prices quoted and / or invoiced will be in Pounds Sterling and where an alternative currency is agreed the Company reserves the right to apply an exchange control fluctuation charge appropriate to the rate of exchange ruling at the date of payment by the Customer.

DELIVERY

Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The date of delivery shall in every case be dependent upon the receipt of final instructions or approvals being obtained from the Customer.

The Company shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

If the Company fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.

The Company shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

The Company will endeavour to comply with reasonable requests by the Customer for postponement of delivery but shall be under no obligation to do so. Where postponement is agreed by the Company in writing the Customer shall pay all costs and expenses including a reasonable charge for storage occasioned thereby.

The Company shall endeavour to provide proof of delivery upon request from the Customer provided that the Company receives such a request in writing within one calendar month from the date of invoice.

If the Customer requests proof of delivery after one calendar month from the date of invoice the Company shall at its sole discretion be entitled to charge the sum of £5 per proof of delivery. Proof of delivery shall be retained by the Company for a maximum period of 6 months after date of invoice.

RISK

The risk in the Goods shall pass to the Customer on completion of delivery notwithstanding that the Company may be responsible for delivery. **PROPERTY A)** Title to the Goods shall not pass to the Customer until the Company has received payment in full (in cash or cleared funds) for: the Goods; and any other goods or services that the Company has supplied to the Customer in respect of which payment has become due.

INSURANCE

Until property in the Goods has passed to the Customer in accordance with Condition 5 without prejudice to the Company's other rights:- The Customer shall insure the Goods to their full value which are on or at the Customer's premises against fire and theft, and shall, if required to do so in writing by the Company, prove to the Company that such insurance has been effected from the date of delivery.

The Customer shall not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; The Customer shall keep the Goods apart from all other goods so as to distinguish and separate the Goods from other goods as being property of the Company. D) The Customer shall retain the Goods solely as the Company's fiduciary agent and as bailee for the Company.

The Customer shall give the Company such information relating to the Goods as the Company may require from time to time. Until such time as property in the Goods passes to the Customer, the Customer shall be entitled to resell or use the goods in the ordinary course of business, but shall account to the Company for the proceeds of sale or otherwise of the goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Customer, and third parties and, in the case of tangible proceeds, property stored, protected and insured.

Until such time as the property in the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold) the Company shall be entitled at any time to require the Customer to deliver up the Goods to the Company and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods. G) The Customer acknowledges that before entering into an agreement for the purchase of any goods from the Company he has expressly represented and warranted that he is not insolvent or being a company with limited or unlimited liability, knows of no circumstances which would entitle any debenture holder or creditor to appoint a receiver or to petition for the winding-up of the company or to exercise any other rights over or against the Company's assets.

Where the Company reasonably believes that any event in clause 13 is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Company may have, the Company may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

H) Subject to the terms hereof the Customer is licensed by the company to sell on the goods subject to the express condition that he does so as agent for the Company and bailee whether the Customer sells on his own account or not and that the entire proceeds thereof are held in trust for the Company and are not mingled with other monies or paid into any overdrawn bank account and shall be at all times identifiable as the Company's monies.

DAMAGE OR LOSS

Where shortage or loss in transit occurs to the goods before delivery thereof to the Customer in accordance with the provisions of the contract the Company undertakes to repair or replace such goods free of charge PROVIDED ALWAYS that:-

(i) the Customer shall have given verbal or written notice to the Company within 48 hours of the receipt of the case of non-delivery of the Company's advice note/invoice any such verbal notice/claim to be confirmed in writing within seven days.

(ii) The Customer shall have returned to the Company's works any such damaged or defective goods within seven days of the receipt thereof. B) In the event that the Company is required to replace goods within the terms of this condition any specified time for delivery shall be extended for the purpose of such repair or replacement for such periods as the Company shall reasonably require. Save as expressly provided in this condition the Company shall not have any liability whatsoever for or in connection with any damage to or loss of the goods.

CANCELLATION

Cancellation will only be agreed to by the Company on condition that all costs and expenses including restocking charges incurred by the Company relating to cancellation, and all loss of profits and other loss or damage resulting to the Company by reason of such cancellation will be reimbursed by the Customer to the Company forthwith.

TERMS OF PAYMENT

Other than for payments made online at the Company's website the Company may invoice the Customer for the Goods on or at any time after the completion of delivery.

The Customer shall pay the invoice in full and in cleared funds no later than the last Business Day of the month following the month the invoice was dated. Payment shall be made to the bank account nominated in writing by the Company. Time of payment is of the essence.

C) The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Company in order to justify withholding payment of any such amount in whole or in part.

The Company may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Company to the Customer. No disputes arising under the contract nor delays beyond the control of the Company shall interfere with prompt payment by the Customer.

In the event of default in payment by the Customer in accordance with the agreed terms, the Company shall be entitled without prejudice to any other right or remedy to suspend all further deliveries without notice. If the Customer fails to make any payment due to the Company under the Contract by the due date for payment (due date), then the Customer shall pay interest on the overdue amount at the rate dictated by the Late Payment of Commercial Debts (Interest) Act 1998 (as supplemented).

Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

Payment on export orders shall be made in cash against bills of exchange unless special arrangements have been made in writing between the Company and the Customer. Where goods are sent F.O.B. the responsibility to the Customer shall cease immediately the goods are placed on board ship and the Company shall in consequence be under no obligation to give the Customer the

notice specified in the Section 23(3) of the Sale of Goods Act 1979. Online payment services will be carried out by STRIPE, PayPal and ApplePay

Online card payments shall be subject to the terms and conditions of the online payment provider.

GUARANTEE

The Company agrees to replace at its own option goods or parts of goods proved to the Company's satisfaction to be faulty (fair wear and tear or damage due to miss-use or operation excepted) provided that such fault be notified within one month from the date of despatch from the Company.

Any such replacements shall include free delivery to the Customer's works. However, no replacement goods shall be despatched until the goods complained of have been delivered to the Company's premises at the Customer's risk and expense.

QUALITY

A) The Company warrants that on delivery, and for a period of 12 months from the date of delivery (warranty period), the Goods shall: conform in all material respects with their description; and be free from material defects in design, material and workmanship;

B) Subject to clause 11 C), if:

the Customer gives notice in writing to the Company during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 11

A); the Company is given a reasonable opportunity of examining such Goods; and iii. the Customer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Customer's cost, the Company shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

C) The Company shall not be liable for Goods' failure to comply with the warranty set out in clause 11

A) in any of the following events: the Customer makes any further use of such Goods after giving notice in accordance with clause 11

B); the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;

iii. the defect arises as a result of the Company following any drawing, design, instruction or document supplied by the Customer; the Customer alters or repairs such Goods without the written consent of the Company; the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

D) Except as provided in this clause 11, the Company shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 11 A).

E) Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

F) These Conditions shall apply to any repaired or replacement Goods supplied by the Company.

LIABILITY

A) Nothing in these Conditions shall limit or exclude the Company's liability for: death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); fraud or fraudulent misrepresentation;

iii. breach of the terms implied by section 12 of the Sale of Goods Act 1979; defective products under the Consumer Protection Act 1987; or any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.

B) Subject to clause 12 A): the Company shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and the Company's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods as given in the Order.

IP & CONFIDENTIAL INFORMATION

A) Title to and all intellectual property in all documents, drawing plans photographs, illustrations and other printed matter given to the Customer will remain with the Company and the Customer will not communicate any part of them to any third party without the Company's written consent.

B) The Customer will indemnify the Company against all actions and all costs whatsoever brought or made against the Company as a result of work done at the Customers request in accordance with designs and specifications furnished by the Customer and which result in the infringement of any letters patent copyright registered design or trade mark.

DETERMINATION

A) If the Customer defaults on payment, commits a breach of contract or becomes subject to any of the events listed in clause 14 B) i . – 14 B) xi. or the Company reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to the Company, the Company may determine the Contract, cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and the Company without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due.

B) For the purposes of clause 14 A), the relevant events are: the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

iii. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of that other party; the Customer (being an individual) is the subject of a bankruptcy petition or order; a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer (being a company);

vii. a floating charge holder over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver; viii. a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer; any event occurs or proceeding is taken with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 14 B) i) to clause 14 B) viii) inclusive; the Customer suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or the Customer (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

C) Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

FORCE MAJEURE

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 is caused by a Force Majeure Event.

A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (not involving its own workforce only a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

GENERAL

A) Assignment and subcontracting.

i) The Company may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

ii) The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Company.

B) Notices.

i) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier, fax or e-mail.

ii) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 16 B) i; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission. iii) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

C) Severance. If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

D) Waiver. A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

E) Third party rights. A person who is not a party to the Contract shall not have any rights under or in connection with it.

F) Variation. Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Company.

G) Governing law and jurisdiction. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.