

## Evaris Limited Standard Terms & Conditions of Sale

### 1. DEFINITIONS AND INTERPRETATION

When We use them in these Conditions and our Contract, the expressions set out below have the meanings also set out below:

- 1.1. **"CONDITIONS"** means Our standard terms and conditions of sale set out in this document, and (unless We specifically state that it doesn't) this includes any Special Conditions.
- 1.2. **"CONTRACT"** means the contract for the purchase and sale of the Goods, which is always based on and includes the Conditions.
- 1.3. **"GOODS"** means the goods (including any instalment of goods or any parts for them, together with any related or associated services), which We will supply to You in accordance with the Conditions and the Contract.
- 1.4. **"SPECIAL CONDITIONS"** means any extra conditions which appear in Writing within an order or quotation and which form part of the Contract.
- 1.5. **"WE, US or OUR"** means Evaris Limited (company number 7958655) whose registered office is at Legalinx, One Fetter Lane, London, EC4A 1BR.
- 1.6. **"WEBSITE"** means the website [www.evaris.com](http://www.evaris.com).
- 1.7. **"WRITING"** includes all electronic forms of communication or transmission, except for notices sent to cancel or terminate a Contract which must be sent by registered post or fax (with a fax transmission confirmation sheet retained).
- 1.8. **"YOU or YOUR"** means the person whose order for the Goods is accepted by Us following the process set out in these Conditions.
- 1.9. **"WEEE"** means waste electrical and electronic equipment as defined in the WEEE Regulations.
- 1.10. **"WEEE Regulations"** means The Waste Electrical and Electronic Regulations 2006 (SI 2006/3289)
- 1.11. Any reference in these Conditions to:
  - 1.11.1. any statute or any provision of a statute shall be read as a reference to that statute or provision as amended, updated, re-enacted or extended at the relevant time;

1.11.2. the singular shall include the plural and vice versa, and reference to one gender shall include all genders; and

1.11.3. a person includes bodies corporate, unincorporated associations and partnerships (including LLPs) as well as natural persons.

1.12. The headings in these Conditions are only there to help You when reading through them and shall not affect their meaning.

## **2. BASIS OF THE SALE**

2.1. We shall sell and You shall buy the Goods in accordance with Your order (if accepted by Us following the process set out in these Conditions). Your order shall always be subject to these Conditions, which shall always form the basis of Contract between You and Us. Please don't send to Us any of Your own terms and conditions along with Your order as we won't accept an order that includes them and they won't apply to the Contract. Any quotation or estimate We issue is indicative only and is not an offer by Us which is capable of acceptance by You.

2.2. No changes to these Conditions shall have effect unless agreed in Writing between authorised representatives of each of You and Us. No refusal by You to conclude a Contract other than upon Your own terms and conditions shall override this clause or the previous one, nor shall it prevent Us from recovering the price for the Goods from You.

2.3. We may provide You with advice from time to time concerning the Goods, their use or their suitability for purposes that You may describe to Us. We will take responsibility for this advice We provide to You in relation to the Goods but only to the extent that the Goods You require, Your use of them and the purpose for which You use them have been accurately and fully described to Us and conform to both the information You supplied to Us and Our advice provided to You.

2.4. Other than as described in clause 2.3, You acknowledge that (i) none of Our employees, servants or agents are authorised to give any advice or make any representations or statements concerning the Goods unless confirmed by one of Our authorised representatives in Writing and (ii) in entering into the Contract You have not relied upon (and You agree not to make any claim for breach of) any such advice, representation or statement unless they are specifically included

in Writing within the Contract. Nothing in these Conditions affects the liability of either party for statements made fraudulently.

2.5. Information relating to Our products or their availability contained in advertisements, catalogues, price lists, illustrations or other similar material that We submit or make available to You (including, without limitation, any such material displayed upon the Website) whilst given in good faith and correct to the best of Our knowledge, cannot be guaranteed to be 100% accurate in all cases. If such information turns out to be incorrect, We will not be liable to You (unless specifically stated in these Conditions) for errors in that information.

2.6. Any typo, spelling or other mistake in any sales literature, quotation, pricelist, acceptance of offer, invoice or other document or information issued by Us (including, without limitation, any such matter displayed upon the Website) can be corrected by Us without any liability to You (unless specifically stated in these Conditions).

2.7. Some of the hardware or software We supply to You under the Contract may be subject to legal controls (including controls imposed by the country or state in which the hardware or software was made or sent from), third party Intellectual Property rights, or restrictions under licence agreements with third parties. You agree that where this is the case, You will comply with, and You will not breach, the terms of any such controls, third party rights or licence agreement. You also agree that if You do breach them, You will hold Us harmless against the consequences of Your breach (which we both agree shall include breach by any person into whose hands the hardware or software may pass after delivery to You).

### **3. ORDERS AND SPECIFICATIONS**

3.1. All orders for the Goods will be submitted by You to Us either through the Website (following the online ordering process), by e-mail to Us at [sales@evaris.com](mailto:sales@evaris.com) or over the phone on 0330 124 1245. Your order must contain, at least, confirmation of the types of Goods and quantities You require, Your requested delivery address and the contact details of the person who We may contact in relation to the order for the Goods (together with such information as would be required as part of the online order process). Each order placed by You for the Goods is an offer by You to buy the Goods on the basis of these Conditions. Once You have submitted Your order to Us, an "*acknowledgement of order receipt*" e-mail may be sent to You but this e-

mail does not mean Your order has been accepted – it is an acknowledgment that We have received the order and We are checking whether We can accept it.

3.2. No order placed by You with Us is binding on Us unless it is accepted (which is at Our sole discretion) by one of Our authorised representatives sending to You Our official "*Shipping Confirmation*" e-mail. Only upon Our sending to You the "*Shipping Confirmation*" e-mail will a binding Contract be concluded between You and Us on these Conditions.

3.3. It is up to You to make sure that the terms of Your order (including any applicable specification) are accurate and complete, and that You have given Us any necessary information relating to the Goods in plenty of time to allow Us to perform the Contract in accordance with its terms. Please see the terms of the Our [Returns Policy](#) for information on the process for and conditions under which We may accept any "*incorrect order*" returns once a Contract has been concluded. You must comply with all the terms of the [Returns Policy](#) or We may not be able to accept Your returns claim.

3.4. The quantity, quality, description of and any specification for the Goods shall be those set out in Your order (if accepted by Us following the process set out in these Conditions) which may include by reference Goods as described on the Website as at the time of Your order.

3.5. If the Goods are to be manufactured to or otherwise altered to fit a specification or other instructions submitted by You, You agree to hold Us harmless against all loss, damages, costs and expenses awarded against or incurred by Us in connection with (or paid or agreed to be paid by Us in settlement of) any claim by a third party that Our use of Your specification or instructions infringes the rights of the third party.

3.6. We are permitted to make changes in the specification of the Goods (i) which are needed to comply with applicable safety or other legal / regulatory requirements or (ii) which do not materially affect their quality or performance.

3.7. You may cancel or amend Your order at any time before We have accepted it following the process set out above. If you decide to cancel Your order (or part of it) under this clause, We will refund to You as soon as possible any monies paid to Us up front for the order (or part of it) cancelled, or send to You a credit note for the order (or part of it) cancelled if no monies have then been paid to Us but You have been invoiced for it. If Your order is amended by substituting

new Goods or changing any quantities of Goods, there may be a payment difference between the amended and the original order. Any such difference must be settled as soon as possible by either You paying to Us the difference or Us re-paying or crediting the difference to You, as applicable.

3.8. No order accepted by Us following the process set out above may be cancelled by You other than on the terms of the relevant sections of Our [Returns Policy](#) and only if You comply with those terms in full.

3.9. We may cancel any order placed by You (or any Contract concluded) in the event that We have reasonable grounds to suspect You of fraudulent, illegal or other improper activity in placing the order or in Your dealings generally with Us. If We have reasonable suspicion of illegal activity You should be aware that We may be required to inform the relevant authorities of such activity without notice to You.

#### **4. PRICE OF THE GOODS**

4.1. The price of the Goods shall be Our quoted price for the relevant Goods as at the time of Our acceptance of Your order following the process set out in these Conditions. That price for the Goods will be the one set out in Our "*Shipping Confirmation*" e-mail to You or, if no price was included in that e-mail, Our list price for the relevant Goods as it appears on the Website as at the time of acceptance of Your order. This price shall apply to the Contract in spite of any other price which may have appeared on the Website or may have been notified to You before or after Our acceptance of Your order.

4.2. If We notify You before delivery of Your Goods, We will be allowed to increase the price of the Goods where the cost to Us has increased and the increase is due to any factor beyond Our reasonable control (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increases in the costs of labour, materials or any other costs of manufacture, any significant change in delivery dates, delivery address, quantities or specifications for the Goods which is requested by You, or any delay caused by any of Your instructions, or failure of You to give Us adequate information or instructions).

4.3. Unless We have agreed in Writing with You that they will not, all prices include the cost of delivery of the Goods to Your premises as long as they are located within the UK (and this

includes the cost of insurance of the Goods in transit). Where You request in Your order that We deliver the Goods to premises outside of the UK or to premises which would require Us to incur a non-standard delivery cost, then if We notify You of our acceptance of Your order We may apply a delivery surcharge in addition to the price for the Goods.

4.4. If We ever agree with You that prices are to be calculated on a basis other than fully delivered, We may charge You for the cost of delivery (including associated costs such as insurance in transit) in addition to the price for the Goods, and We will notify You of any additional or amended Conditions which apply to such delivery (such as liability for the Goods during transit). In such circumstances, all the applicable provisions of these Conditions shall apply to the payment of delivery costs as they apply to payment of the price for the Goods.

4.5. The price of the Goods does not include any applicable value added tax, which You shall be liable to pay to Us in addition to the price of the Goods at the existing rate from time to time.

## **5. TERMS OF PAYMENT**

5.1. Unless We have agreed with You in Writing otherwise, You will be required to pay for all Goods through the Website (free from any right of set off, counterclaim, withholding or deduction of any kind, those rights being specifically excluded) using the secure online payment facilities. During the order process You will need a credit or debit card registered to an address in the UK or the Republic of Ireland. Credit or other account terms may be offered to You, but the offering of such credit facilities shall be at Our absolute discretion.

5.2. Where credit terms have been offered to You, then subject to any other Special Conditions, We shall be entitled to invoice You for the price of the Goods upon despatch of the Goods from Our premises (or those of the third party delivering the Goods on our behalf).

5.3. Where credit terms have been offered to You, then You shall pay the price of the Goods in full and cleared funds (free from any right of set off, counterclaim, withholding or deduction of any kind, those rights being specifically excluded) on the date stated on the front of the sales invoice (or if no date is stated on the invoice, within thirty (30) days of the date of Our invoice) even



though delivery may not have taken place and the property in the Goods may not have passed to You.

5.4. For all Contracts concluded on these Conditions, the time of payment of the price of the Goods shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

5.5. If You fail to make any payment in full and cleared funds on the date it is due to Us then, without limiting our other options to protect ourselves from this situation, We shall be entitled to:

5.5.1. cancel the contract (and / or any other contract between You and Us);

5.5.2. suspend any further deliveries of the Goods (and / or the goods supplied under any other contract between You and Us) to You, except upon receipt of cash or other security satisfactory to Us;

5.5.3. apply any payment made by You to such of the Goods (or the goods supplied under any other contract between You and Us) as We may think fit; and / or

5.5.4. charge You interest (both before and after any judgement) on the amount unpaid, at the rate of four per cent (4%) per year above National Westminster Bank plc's base rate from time to time, from the due date for payment until full payment is made (a part of a month being treated as a full month for the purpose of calculating interest).

5.6. Even where credit terms have been agreed with You, special orders may require payment in advance by You.

5.7. Where the Goods are supplied by instalments, You must pay for each instalment in accordance with the terms set out in this clause 5. Where no credit terms are offered to You, this may involve payment in full being made for all instalments of the Goods in advance of any instalment of the Goods being delivered to You (whether by pre-authorisation of a credit card or otherwise). If We then fail to deliver any later instalment of the Goods to You, a refund of the price paid in advance by You for the failed instalment of the Goods will be made to You.

5.8. We will, to settle all debts owing by You to Us on any account, have a general lien on all goods and property belonging to You in Our possession and shall be entitled, after fourteen (14) days notice to You, to dispose of those goods or property as We think fit and to apply any proceeds from selling them (after deducting Our reasonable selling expenses) towards the payment of Your debts to Us.

## 6. DELIVERY

6.1. Unless We have agreed in Writing that it will not, delivery of the Goods shall take place by Us delivering the Goods to the delivery location set out in Our "*Shipping confirmation*" e-mail (or such other premises as We may agree with You) during normal business hours. Delivery shall be complete once the Goods arrive at the delivery address. Again, unless We have agreed in Writing that We will not, We shall bear the risk of loss of or damage to any consignment of the Goods until delivery to the delivery address and We will arrange for transport and insurance of the Goods in transit. In all cases, where We are to deliver the Goods to You, this may be done through Our nominated sub-contractor from time to time without any need for consent from You to their appointment. Please note that it is Your responsibility to ensure that someone is available to sign for all deliveries. Failure to comply with this requirement shall not affect Our obligation to deliver the Goods as advised which will be complete upon arrival of the Goods at the delivery address.

6.2. Any periods or dates quoted for delivery of the Goods are approximate only and are not binding on Us, but We shall try to meet them wherever possible. We shall not be liable for any delay in delivery of the Goods though and any such delay shall not be a breach of the Contract, nor shall it entitle You to cancel the Contract since time for delivery is not of the essence of the Contract. The Goods may be delivered by Us before the quoted delivery date as long as We give You reasonable notice.

6.3. Where the Goods are to be delivered in instalments, each delivery shall make up a separate contract to which all of these Conditions apply. If We fail to deliver any one or more of the instalments in accordance with these Conditions (or You claim that We have failed to deliver one or more instalment) we both agree that this won't be enough for You to cancel or terminate the whole Contract.



6.4. If We fail to deliver the Goods for any reason other than one beyond Our reasonable control or Your fault, and We are accordingly liable to You, Our liability shall be limited to the amount You have to pay (if any) in the cheapest available market above the agreed price of the Goods to obtain similar Goods to replace those not delivered.

6.5. If You refuse or fail to take delivery of the Goods or fail to give Us adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond Your reasonable control or by reason of Our fault) then, without limiting our other options to protect ourselves from these situations, We may:

6.5.1. at Our discretion, make a re-delivery of the Goods subject to Your agreement to pay to Us such reasonable re-delivery costs as We may incur in making any further delivery of the Goods to You; and / or

6.5.2. store the Goods until actual delivery and charge You for the reasonable costs (including insurance) of storage; or

6.5.3. sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) charge You for any shortfall below the price under the Contract, or account to You for the excess over such price (as applicable).

6.6. Any claim You might have which is based on a difference between the Goods ordered and those delivered shall (whether or not delivery is refused) be notified to Us in writing within 48 hours from the time of delivery. Where You fail to notify Us in this timeframe, We shall be deemed to have supplied the Goods in accordance with the quantities specified in the Contract, and shall have no liability to You for any such claim. Please see the terms of the relevant sections of Our "*Returns Policy*" below for information on the process for and conditions under which We may accept any "*incorrect delivery*" returns. You must comply with all the terms of Our "*Returns Policy*" or We may not be able to accept Your returns claim.

6.7. Applicable delivery charges will be charged at Our standard rate unless otherwise agreed. Charges exclude VAT.

## 7. RISK AND PROPERTY

7.1. Risk of damage to or loss of the Goods shall pass to You:

7.1.1. upon completion of delivery of the Goods in accordance with these Conditions; or

7.1.2. where You have wrongly refused to take delivery of the Goods or You weren't present to take delivery of them, at the point in time where we attended Your premises (or other delivery location) to attempt to make delivery to You.

7.2. Where payment for the Goods has been made by You in advance in full and cleared funds, the property in the Goods shall pass to You upon delivery. In all other cases then even if the Goods have been delivered and risk in them has passed to You, then the property in the Goods shall remain with Us and shall not pass to You until We have received in cash or cleared funds payment in full of the price of the Goods under the Contract and all other money owing from You to Us on any other account. This does not affect any of Our other rights under the Contract.

7.3. Until such time as the property in the Goods passes to You, You shall hold the Goods on Our behalf, and shall keep the Goods separate from Your own or those of third parties and properly stored, protected and insured and identified as Our property. Until that time You shall be entitled to resell or use the Goods in the ordinary course of Your business, although this right will automatically stop should any of the events set out in clause 9 (Termination) occur. If one of these clause 9 events happens, We shall be entitled to require You to transfer to Us all rights We may have against the person to whom the Goods have been re-sold.

7.4. Until the time when the property in the Goods passes to You (and as long as the Goods are still in existence and have not been resold), We shall be entitled at any time to require You to deliver up the Goods to Us and, if You fail to do so immediately, We may enter upon any of Your premises or those of any third party where the Goods are stored and repossess the Goods. We may also dismantle the Goods or detach them from any items in which they have been incorporated, and charge You all costs incurred in so doing and any reduction in the value of the Goods suffered by Us. If You do re-sell the Goods, and we cannot recover them or the value of them, all monies owing by You to Us shall (without limiting our other options to protect ourselves from this situation) immediately become due and payable.

## 8. WARRANTIES AND LIABILITIES

8.1. All Goods We sell are covered by warranty protection. Subject to the conditions set out below, the scope of the warranty protection available to You for the Goods will be as set out on the relevant product page(s) of the Website for each type of the Goods, or if not set out on the Website, in accordance with the specification for the Goods in question.

8.2. In most cases, the benefit of the manufacturer's (or other third party supplier's) warranty will be passed on to You by Us and You will be required to contact the manufacturer (or other third party) direct for warranty services or enquiries in accordance with the relevant sections of Our "*Returns Policy*" as below. Please note that such warranty cover is offered to You by the third party and does not affect the terms of the Contract in any way.

8.3. In cases where We offer warranty protection to You directly, the provisions of these Conditions and the relevant sections of Our "*Returns Policy*" apply to any claim You may have for defective / faulty Goods and the cover We offer on those Goods. Any warranty protection We offer to You for Goods supplied is given subject to the following conditions:

8.3.1. We shall be under no liability for any defect in the Goods arising from any drawing, design, specification or instruction supplied by You;

8.3.2. We shall be under no liability for any defect arising from fair wear and tear, intentional damage, negligence, unsuitable storage conditions, abnormal working conditions, failure to follow Our instructions (whether oral or in writing), misuse or alteration or repair of the Goods without Our approval;

8.3.3. We shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price of the Goods has not been paid by the due date for payment;

8.3.4. the above warranty does not extend to parts, materials or equipment which We have not manufactured, and You shall only be entitled to the benefit of any warranty or guarantee given by the manufacturer of those Goods; and

8.3.5. You must comply with all of the terms of Our [Returns Policy](#) for "*defective / faulty goods*" claims.

8.4. Unless We have agreed specifically within these Conditions or the Contract, We do not give any warranty that the Goods shall be suitable for any particular purpose for which You intend to use them. We do not accept responsibility for defects resulting from the location in which the Goods are to be used, or for their method of installation, use or maintenance, nor for any failure to correspond with any specification where a failure to use the Goods in a suitable location or by competent operators or from improper installation, use or maintenance has caused the fault.

8.5. Any claim by You which relates to Goods on which We offer warranty protection and which is based on any defect in their quality or condition or their failure to correspond with specification, shall (whether or not delivery is refused by You) be notified to Us using the returns request form on the Website within one (1) working day from the date of delivery (or where a warranty period is offered, within one (1) working day of the defect in the Goods arising where the same is within the relevant warranty period). If You do not notify Us accordingly, We shall have no liability for such defect or failure in the Goods.

8.6. If we accept that Your claim in relation to Goods warranted by Us is valid under these Conditions and the relevant sections of Our [Returns Policy](#), We shall be entitled to repair or replace the Goods (or the part in question) free of charge (except for any costs identified as payable by You under Our "[Returns Policy](#)") or, at Our sole discretion, refund to You the price of the Goods (or a proportionate part of the price) less any costs identified as payable by You under Our [Returns Policy](#), but We shall have no further liability to You. It is a condition of any warranty claim You make that the Goods must be returned to Us within fourteen (14) days of the claim being notified to Us quoting a valid returns number. If You don't do this, You shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract or if the price has already been paid We shall be deemed to have supplied the Goods in accordance with the Contract.

8.7. The scope of Your warranty protection for the Goods is as set out in these Conditions and the Contract. You agree as part of the Contract between Us and You that any other warranties, conditions or terms that might apply to the Goods as a result of the general law or otherwise are excluded from the Contract.

8.8. You will always afford Us reasonable opportunity to remedy at Our own cost any breach of the Contract for which We may be considered responsible.

8.9. Subject to clauses 8.10 and 8.11 below, Our total liability under the Contract shall be limited to the extent of any loss, damages, injury, expenses, costs (including reasonable legal costs) that are directly caused by Our failure to perform Our obligations under it and in any event, the total aggregate limit of Our liability under the Contract whether under contract, tort or any other legal basis is limited to the price agreed to be paid for the Goods which are the subject of any relevant claim or claims.

8.10. Subject to clause 8.11 below, We are not liable for any claims for indirect or consequential injury, loss or damage (including, but not limited to loss of profit, loss of production, loss of opportunity and special damages and whether the likelihood of such loss or damage is notified by You to Us before entering into the Contract or not) whether in contract or in tort (including negligence on Our part, or that of Our servants or agents) arising out of or in connection with the Contract.

8.11. Nothing in these Conditions will limit or exclude Our liability for death or personal injury resulting from Our negligence or that of Our servants or agents, for their fraudulent misrepresentation or for any other matter for which liability cannot be limited or excluded by operation of law.

8.12. You recognise that the limitation of liability clauses contained in these Conditions are reasonable and that the prices quoted by Us are dependent upon such limitations being included within the Contract.

8.13. No claim for loss of or damage to Goods in transit will be considered by Us unless notice in Writing is given to both the carrier concerned and to Us within twenty four (24) hours of delivery (or the due date for delivery in the case of lost Goods) followed immediately by a detailed and complete claim in Writing. Please see the terms of Our [Returns Policy](#) for information on the process for and conditions under which any "*damage or loss in transit*" claims may be accepted

by Us. You must comply with all of the terms of the [Returns Policy](#) or We may not be able to accept Your claim.

8.14. We shall not be liable to You or be in breach of the Contract because of any delay in performing, or any failure to perform, any of Our obligations in relation to the Goods, if the delay or failure was due to any circumstance beyond Our reasonable control (including, but not limited to, acts of God, war, acts of foreign enemies, terrorism, revolution, riot, civil commotion, fire, flood or other natural disaster or radioactive contamination). If such an event occurs and it prevents performance by Us under the Contract, the time period for performance shall be extended for the duration of that event, save that if that same event continues to affect performance under the Contract for a period of more than six (6) months, You shall be entitled to cancel the Contract without further liability to Us.

## **9. TERMINATION**

9.1. If You:

9.1.1. breach any of these Conditions or any other term of the Contract; or

9.1.2. fall within the provisions of clause 3.9 above; or

9.1.3. make or offer to make any composition or arrangement with or for the benefit of Your creditors or become subject to an administration order or (being an individual, firm or partnership) commit any act of bankruptcy or (being a company) go into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

9.1.4. have an encumbrancer take possession, or a receiver appointed, of any of Your property or assets; or

9.1.5. have a resolution passed for Your winding up; or

9.1.6. cease, or threaten to cease, to carry on business; or

9.1.7. are unable to pay Your debts as they fall due; or

9.1.8. experience any event similar to those set out above; or



9.1.9. give Us good reason to suspect that You are about to have any of the events mentioned above happen to You and We tell You of this reasonable suspicion;

then, without limiting our other options to protect ourselves from these situations, We shall be entitled (with or without notice to You) to cancel the Contract or suspend any further deliveries under the Contract without any liability to You. At Our option, We shall also be entitled to invoice You immediately for all work done (or Goods delivered) under the Contract (or any other contract with You) and all invoices and other sums due to Us will be due and payable immediately, even if We have a previous agreement or arrangement with You to the contrary, and We shall have the right to access Your premises, and retrieve Our Goods.

## **10. EXPORT TERMS**

10.1. In these Conditions 'Incoterms' means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, these Conditions shall prevail.

10.2. Where the Goods are supplied for export from the United Kingdom, the provisions of this clause 10 shall (subject to any Special Conditions) apply over any other conflicting provision of these Conditions.

10.3. You shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties on it.

10.4. Unless We have agreed in Writing that We will not, We shall always deliver to the address stipulated within the Contract.

10.5. Payment of all amounts due to Us will be made to Our bank and will be confirmed by the method We have agreed with You that We will accept from that bank.

## **11. GENERAL**

11.1. Any notice that either We or You are required or permitted to give to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal

place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

11.2. No waiver by Us of any breach of the Contract by You shall be considered as a waiver of any subsequent breach of the same or breach of any other provision.

11.3. If at any time any provision of the Conditions is held by any competent authority to be or becomes invalid or enforceable in whole or in part, We agree that it will be removed from the Contract and the other provisions of these Conditions and the remainder of the provision in question shall remain in force without it.

11.4. These Conditions and every Contract to which they apply shall be governed by the laws of England, and the parties agree to submit to the exclusive jurisdiction of the English courts.

## **12. GROUP COMPANIES**

We may, at Our sole discretion, perform any of Our obligations or exercise any of Our rights under the Contract by Ourselves or through any other member of Our group of companies. However, We shall still be responsible for the act or omission of the other member of Our group of companies.

## **13. ASSIGNMENT**

The Contract is personal to You and You may not transfer to a third party any of Your rights or Your obligations under the Contract without Our prior Written consent. We shall be entitled to transfer any of Our rights or obligations under the Contract at any time without Your prior Written consent.

## **14. CONFIDENTIALITY, DATA PROTECTION AND DATA SECURITY**

14.1. You shall not use for any purpose nor disclose to any third party any confidential matters relating to Us, any order or quotation or the existence of the Contract (including any communications relating to the Contract) without the prior Written consent of one of Our authorised representatives, which consent shall be given or withheld at Our sole discretion.

14.2. You and We shall, in the performance of our respective obligations under the Contract, comply with all laws and other regulatory provisions applicable to it (including, without limitation,

any obligations set out in the Data Protection Act 1998). You should note the terms set out in Our [Privacy Policy](#) and [Website Terms of Use](#) which apply to any use of the Website.

14.3. You acknowledge that wherever Goods are supplied or returned to Us after they have been used (whether they are sent to Us for repair, as a return or otherwise), it is Your responsibility to ensure that any data or other information stored on such Goods is backed up prior to being sent to Us. We shall have no liability to You for the corruption or loss of any data or other information stored or held on such Goods however it happens.

## **15. WEEE OBLIGATIONS**

15.1. You shall:

15.1.1. be responsible for financing the collection, treatment recovery and environmentally sound disposal of:

15.1.1.1. all WEEE arising or deriving from the Goods; and

15.1.1.2. all WEEE arising or deriving from products placed on the market prior to 13 August 2005 where such products are to be replaced by the Goods and the Goods are of an equivalent type or are fulfilling the same function as that of such products;

15.1.1.3. comply with all additional obligations placed upon You by the WEEE Regulations by virtue of You accepting the responsibility set out in clause 15.1.1; and

15.1.1.4. provide Our WEEE compliance scheme operator with such data, documents, information and other assistance as such scheme operator may from time to time reasonably require to enable such operator to satisfy the obligations assumed by it as a result of Our membership of the operator's compliance scheme.

15.1.2. You shall be responsible for all costs and expenses arising from and relating to your obligations in clause 15.1.

15.1.3. Further information in respect of the arrangements set out in clause 15.1 can be found at [www.electrolink.eu.com](http://www.electrolink.eu.com) by clicking on the 'WEEE FINAL USERS' button and quoting WEEE registration number WEE/DC3559ZY where prompted.