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## TERMS AND CONDITIONS FOR THE SALE OF GOODS FOR METAVATE LIMITED

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### 1. Application of Terms and Conditions

- 1.1. The Seller shall sell, and the Purchaser shall purchase the Goods in accordance with any offer, quote or agreement from the Seller which is accepted by the Purchaser, or any order of the Purchaser which is accepted by the Seller.
- 1.2. These Terms and Conditions shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted by the Purchaser, or any such order is made or purported to be made, by the Seller.
- 1.3. The Terms and Conditions set out within this document will apply in any event, even if they are not specifically referred to in any Contract.

### 2. Interpretation

- 2.1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

**“Business Day”** means any day other than a Saturday, Sunday or bank holiday;

<b>“Purchaser”</b>	means the person who accepts a quotation or offer of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller;
<b>“Offer”</b>	means an expression of willingness to contract on specified terms, with the intention that it is to be binding once accepted;
<b>“Acceptance”</b>	means when one party complies with the terms of an offer made by another, when they explicitly agree;
<b>“Contract”</b>	means the contract for the purchase and sale of the Goods under these Terms and Conditions;
<b>“Contract Price”</b>	means the price stated in the Contract payable for the Goods;
<b>“Delivery Date”</b>	means the date on which the Goods are to be delivered as stipulated in the Purchaser’s order and accepted by the Seller;
<b>“Goods”</b>	means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these Terms and Conditions;
<b>“Month”</b>	means a calendar month; and
<b>“Seller”</b>	means ‘Metavate Limited’ a company registered in England under Metavate Limited of The White House, Canal Lane, Hatton, CV35 7JL, United Kingdom and includes all employees and agents of Metavate Limited.

### 3. Conditions

#### 3.1. GENERAL

- 3.1.1. Acceptance by the Purchaser of an Offer for the provision of equipment or any other goods, or the conduct of any business with Metavate Limited confirms the acceptance by the Purchaser of the following terms and conditions and is integral to the Contract between us.
- 3.1.2. No order will be accepted with conditions attached other than those set out herein, unless previously or subsequently agreed in writing.
- 3.1.3. Unless otherwise stated in writing, the Contract shall, in all respects, be constructed and operate as an English contract and in conformity with English law.

### **3.2. PRICE**

- 3.2.1. The price of the Goods shall be the price of the Goods as set out in any offer, quote or agreement current at the date of acceptance of the Purchaser's order or such other price as may be agreed in writing between the Seller and the Purchaser.
- 3.2.2. Where the Seller has quoted a price for the Goods other than in accordance with the Seller's previous offer, the price quoted shall be valid for a period of days as specified by the Seller.
- 3.2.3. The Seller reserves the right, by giving written notice to the Purchaser at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (including, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which are requested by the Purchaser, or any delay caused by any instructions of the Purchaser or failure of the Purchaser to give the Seller adequate information or instructions.
- 3.2.4. The Seller may allow the Purchaser quantity discounts subject to and in accordance with the conditions the Seller's offer for the Goods current at the date of acceptance of the Purchaser's order.
- 3.2.5. Unless otherwise specified all prices quoted will not include the price for ex-works, carriage, postage or special packaging costs. This will be an extra charge as specified by the Seller.
- 3.2.6. The price is exclusive of any applicable value added tax, excise, sales taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods, which the Purchaser will be additionally liable to pay to the Seller.

### **3.3. PAYMENT TERMS**

- 3.3.1. The Seller shall be entitled to invoice the Purchaser for the price of the Goods on or at any time any time after delivery of the Goods, unless the goods are to be collected by the Purchaser whereupon the Seller shall invoice on collection or if the Purchaser wrongfully fails to take delivery of the goods in which event the Seller shall be entitled to invoice the Purchaser for the price from 14 days after the Seller has notified the Purchaser that the goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.
- 3.3.2. Unless otherwise agreed in writing, the Purchaser shall pay the price of the goods (without any set-off or other deduction) within 28 days of the date of the Seller's invoice and the Seller shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the goods has not passed to the Purchaser. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.
- 3.3.3. If at any time the Seller is not satisfied as to the creditworthiness of the Purchaser, the Seller may give notice in writing to the Purchaser that no further credit will be allowed to the Purchaser in which event no further goods will be delivered to the Purchaser other than against cash payment and notwithstanding sub-Clause 3.3.2 of these conditions, all amounts owing by the Purchaser to the Seller shall be immediately payable.
- 3.3.4. All payments shall be made to the Seller as indicated on the form of the acceptance or invoice issued by the Seller.
- 3.3.5. If the Purchaser fails to make any payment on the due date, then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:
  - 3.3.5.1. cancel the contract or suspend any further deliveries to the Purchaser (whether under that or any other contract between the Purchaser and the Seller);
  - 3.3.5.2. or at the option of the Seller, repossess the Goods;
  - 3.3.5.3. appropriate any payment made by the Purchaser to such of the Goods (or the goods supplied under any other contract between the Purchaser and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Purchaser) and;
  - 3.3.5.4. charge the Purchaser interest (both before and after any judgment) on the amount unpaid at the rate of 4 per cent per annum above the base rate from time to time, until payment in full is made a part of a month being treated as a full month for the purpose of calculating interest.
- 3.3.6. Unless otherwise agreed, if the Purchaser is unable to take delivery of Goods ordered when scheduled or within 14 days of the availability, payment shall be made as if delivery had been affected and, in addition, reasonable storage charges for any period exceeding 14 days will apply.

#### **3.4. DELIVERY**

- 3.4.1. Delivery of the Goods shall be made by the Seller delivering the Goods to the place specified in the Purchaser's order and/or the Seller's acceptance as the location to which the Goods are to be delivered by the Seller or, if no place of delivery is so specified, by the Purchaser collecting the Goods at the Seller's premises at any time after the Seller has notified the Purchaser that the Goods are ready for collection.
- 3.4.2. Delivery or collection will be completed, in advance, at agreed times and locations between the Seller and Purchaser.
- 3.4.3. The delivery date/time will commence from the time when the Seller receives the Purchaser's written order to proceed with full information of requirements and, if applicable, the Purchaser's deposit.
- 3.4.4. The delivery time is stated in good faith and every possible endeavour will be made to keep the given time, but failure to comply will not result in any penalty unless specifically agreed in writing.
- 3.4.5. Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Terms and Conditions or any claim by the Purchaser in respect of any one or more instalments shall not entitle the Purchaser to treat the Contract as a whole as repudiated.
- 3.4.6. In any circumstances, the time for delivery will be reasonably extended by reason of delay for delivery or completion due to lack of instructions or instructions, or any cause beyond either party's reasonable control.
- 3.4.7. The delivery date is under no circumstances the essence of the contract between Purchaser and Seller.
- 3.4.8. Unless otherwise specified, the Seller will not be responsible for offloading Goods upon delivery.
- 3.4.9. In circumstances where Goods have been arranged to be transported by the Seller to the Purchaser, the Seller will repair or replace, free of charge, any Goods which are lost or damaged in transit, providing we are given written notification within such a time as will enable us to comply with the carrier's conditions of transport, but, unless otherwise agreed in writing, our liability only extends to cover damage to the point of offloading at the Purchaser's location.
- 3.4.10. Where the Purchaser arranges their own transport of the Goods, the Seller will be in no form liable for any loss or damage that may occur in transit.
- 3.4.11. Upon delivery, it is the Purchaser's responsibility to ensure that they have received the correct order from the Seller. The Seller will in no way be liable to the Purchaser if they are to use an incorrect chemical as a result of not properly

checking the delivery from the Seller. When a delivery note has been signed by the Purchaser, it will then be the assumption that the Purchaser has properly and thoroughly checked the contents of the delivery and confirms that it is correct.

### **3.5. DEFECTIVE GOODS**

If on delivery any of the Goods are defective and the Purchaser lawfully refuses delivery of the defective Goods, or if they are signed for without knowledge of any defect, the Seller shall replace the defective Goods or refund to the Purchaser the price of the defective Goods, within a time period as specified within the contract.

### **3.6. GUARANTEE**

- 3.6.1. The Seller will undertake to repair or replace any Goods which appear to be faulty from installation or delivery, which is brought to the Seller's attention prior to application.
- 3.6.2. The Seller will not be liable nor responsible for direct or consequential damages arising from defects due to negligence, misuse or improper handling of Goods purchased from the Seller.
- 3.6.3. The Seller will not be liable nor responsible for consequential damages arising the actions of any third parties, this includes but is not limited to mistaken delivery of chemicals, use of incorrect chemicals as a result of the Purchaser not checking the delivery.

### **3.7. RETENTION OF TITLE**

- 3.7.1. The title of Goods purchased from the Seller to the Purchaser shall not pass from the Seller to the Purchaser until the contract price of the Goods and any other costs incurred, including interest and VAT is paid.
- 3.7.2. Until payment has been made to the Seller in accordance with these Conditions, the time period has surpassed and title in the Goods has passed to the Purchaser, the Purchaser shall be in possession of the Goods as bailee for the Seller and the Purchaser shall store the Goods separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by the Seller and shall insure the Goods against all reasonable risks.
- 3.7.3. In the event of the purchaser failing to pay for the goods then all such goods of the Seller not paid for shall be handed over to the Seller on demand and the Seller is hereby granted a licence to enter into the purchaser's premises for the purpose of recovering such property.
- 3.7.4. Without prejudice to the generality of the foregoing, if said goods are sold by the Purchaser then the seller's beneficial interests shall attach to any proceeds of such sale and the Purchaser shall forthwith hand over to the seller any proceeds

of such sale and the seller shall be entitled to call upon the purchaser to assign all claims to the seller that the Purchaser may have in respect of such sale.

### **3.8. EXTRA COST**

In the event that we incur extra cost as a result of but not limited to your instructions or lack of, interruptions, delays, mistakes, working outside the usual hours or having to complete work for which we would usually not be responsible, such extra cost, shall be added to the contract, at our discretion, and be paid for within terms set out accordingly.

### **3.9. FORCE MAJEURE**

- 3.9.1. 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 shortage of materials, power failure, internet service failure, industrial action, civil unrest, fire, floods, storms, earthquakes, acts of terrorism, acts of war, governmental action, the continued aftereffects of the Covid 19 pandemic or any other event that is beyond the control of either party.
- 3.9.2. The affected party shall, as soon as practically reasonable, notify the other party in writing of the Force Majeure Event, including the day on which it started and the likely duration of delay. Parties must also include the effect of the Force Majeure Event on their ability to perform any of their responsibilities within the Contract.

### **3.10. CANCELLATION**

- 3.10.1. Cancellation will only be accepted before delivery, if and once, all costs and expenses incurred by the Seller have been paid by the Purchaser and all loss of profits and other losses as a result of the cancellation have been reimbursed by the Purchaser.