

1. Definitions

Seller: means Euro-matic UK Ltd, 71-75 Shelton Street, London, WC2H 9JQ
Buyer: the person who buys or agrees to buy the goods from the Seller. Named in the invoice.

Conditions: the terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the Seller.

Goods: the items which the Buyer agrees to buy from the Seller as set out in the order confirmation and invoice.

Price: the Price for the Goods, excluding VAT and any carriage, packaging and insurance costs, which will all be separated at order confirmation.

2. Conditions

2.1 These Conditions shall form the basis of the contract between the Seller and the Buyer in relation to the sale of Goods, to the exclusion of all other terms and conditions including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document.

2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods from the Seller pursuant to these Conditions.

2.3 Acceptance of order confirmation and an invoice generated as the dispatch of the Goods shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.

3. Price

3.1 The Price shall be as per the quotation provided in the relevant country that is supplying the goods. Prices may change and the Buyer will be advised on any fluctuations at order confirmation, before any invoice is generated.

3.2 The customer shall bear all local taxes, customs duties and other charges that may be incurred.

4. Payment and Interest

4.1 Payment of the Price and VAT shall be due within 30 days of the date of the Seller's invoice unless otherwise agreed.

4.2 Interest on overdue invoices shall accrue from the date when payment becomes due calculated on a daily basis until the date of payment at the rate of 8% per annum plus the Bank of England base rate. Such interest shall accrue after as well as before any judgment.

4.3 The Buyer shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted by the Seller.

5. Goods

5.1 The Goods are described in the order confirmation.

5.2 The Seller reserves the right to amend or change the specification of the Goods if required by any applicable statutory or regulatory requirements.

6. Warranties

6.1 The Seller warrants that for a period of 6 months commencing on the date of delivery of the Goods (Warranty Period) notwithstanding any product specific guarantees given, the Goods shall:

6.1.1 conform with their description;

6.1.2 be of satisfactory quality with the meaning of the Sale of Goods Act 1979; and

6.1.3 be fit for any purpose held out by the Seller.

7. Delivery of the Goods

7.1 Delivery of the Goods shall be made to the Buyer's address unless an alternative is advised at order confirmation. The Buyer shall make all arrangements necessary to take delivery of the Goods on the day notified by the Seller for delivery.

7.2 The Seller undertakes to use its reasonable endeavours to despatch the Goods on an agreed delivery date, but does not guarantee to do so. Time of delivery shall not be of the essence of the contract.

7.3 The Seller shall not be liable to the Buyer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the Goods. If short delivery does take place, the Buyer may not reject the Goods but shall accept the Goods delivered as part performance of the contract, and a pro-rata adjustment to the Price or the balance of Goods made.

7.4 If the Buyer fails to take delivery of the Goods on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for despatch, the Seller shall be entitled to store and insure the Goods and to charge the Buyer the reasonable costs of so doing.

8. Acceptance of the Goods

8.1 The Buyer shall be deemed to have accepted the Goods on the day of delivery to the Buyer.

8.2 The Buyer shall carry out a thorough inspection of the Goods within (1) day and shall give notice in writing to the seller immediately upon discovering that some or all of the goods do not comply with the Warranty above. The Buyer must return the Goods to the Seller at the Buyer's cost and the Seller shall, at its option, repair or replace any Goods that are defective, or refund the Price of such defective Goods.

8.3 Where the Buyer has accepted, or has been deemed to have accepted, the Goods the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

9. Title and risk

9.1 Risk shall pass on delivery of the Goods to the Buyer's address.

9.2 Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Seller and shall not pass to the Buyer until the amount due under the invoice for them (including interest and costs) has been paid in full.

9.3 Until title passes the Buyer shall hold the Goods as bailee for the Seller and shall store or mark them so that they can at all times be identified as the property of the Seller.

9.4 The Seller may at any time before title passes and without any liability to the Buyer:

9.4.1 repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Buyer's right to use, sell or otherwise deal in them; and

9.4.2 for that purpose (or determining what if any Goods are held by the Buyer and inspecting them) enter any premises of or occupied by the Buyer.

9.5 The Seller may maintain an action for the Price of any Goods notwithstanding that title in them has not passed to the Buyer.

10. Carriage of Goods

Carriage will be chargeable on all sales and confirmed in the order confirmation agreed before an invoice is issued.

11. Limitation of Liability: THE BUYER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

11.1 Nothing in these Conditions shall limit or exclude the Seller's liability for:

11.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

11.1.2 fraud or fraudulent misrepresentation;

11.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

11.1.4 defective products under the Consumer Protection Act 1987.

11.1.5 any matter in respect of which it would be unlawful for the Contractor to exclude or restrict liability.

11.2 Subject to clause 11.1:

11.2.1 the Seller shall under no circumstances whatever be liable to the Buyer, 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

11.2.2 the Seller's total liability to the Buyer 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 a sum equal to two (2) times the total Price payable under the Contract.

11.3 After the Warranty Period, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

11.4 This clause 11 shall survive termination of the Contract.

12. Notices/Communications

12.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing, addressed to that party at its registered office 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, or sent by pre-paid first class post or other next working day delivery service, commercial courier, or e-mail.

12.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address stated in this Agreement or to such other address (being in Great Britain) as the addressee may from time to time have notified for the purpose of this Clause; if sent by pre-paid first class post or other next working day delivery service, 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 e-mail, one Business Day after transmission.

12.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

13. Entire Agreement

13.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

13.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

14. Force Majeure

14.1 If either party to this Agreement is prevented or delayed in the performance of any of its respective obligations under this Agreement by "force majeure", then such party shall be excused the performance for so long as such cause of prevention or delay shall continue;

14.2 For the purpose of this Agreement 'force majeure' shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of such party and inter alia including, but not limited to the following:

14.2.1 Strikes, lockouts or other industrial action;

14.2.2 Terrorism, civil commotion, riot, invasion, war threat or preparation for war;

14.2.3 Fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic, bad weather or other natural physical disaster;

14.2.4 Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; and

14.2.5 Political interference with the normal operations.

15. Survival of Causes of Action

The termination of this Agreement howsoever occurring shall not affect the rights and liabilities of the parties already accrued at such time nor affect the continuance in force of such of its provisions as are expressed as or capable of having effect after such termination.

16. Severability

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this Agreement shall continue in full force and effect as if this Agreement had been executed with the illegal or unenforceable provision eliminated.

17. Waiver

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

18. Variation

18.1 No variation of this Agreement shall be effective unless it is in writing and signed by both parties (or their authorised representatives).

18.2 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

19. Law and Jurisdiction

19.1 This Agreement 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 the law of England and Wales.

19.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

20. Returns and Cancellations

20.1 The Seller shall not be under any obligation to accept returned Goods unless they are defective within the meaning of Clause 6 or otherwise agreed in writing.

20.2 No order which has been accepted by the Seller may be cancelled by the Buyer except with the written agreement of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

20.3 If any return is agreed by the Seller in writing, goods must be returned in their original condition and packaging at the Buyer's risk and cost within 14 days of delivery.

21. Intellectual Property

21.1 All intellectual property rights in or arising out of or in connection with the Goods, including any specifications, drawings, designs, packaging, logos, or content provided by the Seller, shall remain the exclusive property of the Seller (or its licensors).

21.2 The Buyer shall not use or exploit any of the Seller's intellectual property for any purpose other than that necessary for the proper use or resale of the Goods in the ordinary course of its business.

21.3 The Buyer shall not remove, obscure, or alter any proprietary notices or markings on the Goods or their packaging.

22. Data Protection

22.1 Both parties will comply with all applicable requirements of the UK Data Protection Legislation (as defined in the Data Protection Act 2018 and including the UK GDPR).

22.2 If the Seller processes any personal data on behalf of the Buyer, it shall do so:

- a) solely for the purpose of fulfilling the Contract;
- b) in accordance with the Buyer's written instructions (where provided);
- c) in compliance with the Seller's privacy policy, available on request.

22.3 The Buyer confirms that it has all necessary consents and notices in place to enable lawful transfer of any personal data to the Seller.

23. Indemnity

23.1 The Buyer shall indemnify and hold harmless the Seller against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit and all interest, penalties, and legal costs) arising from or in connection with:

- a) any misuse of the Goods by the Buyer or its customers;
- b) any claim made against the Seller for actual or alleged infringement of a third party's intellectual property rights arising from the Buyer's use or resale of the Goods;
- c) any breach by the Buyer of these Conditions or applicable laws or regulations.

23.2 This clause shall survive termination of the Contract.