

All orders from Business Customers for goods and services accepted by Eupac Ltd (the "Vendor") are accepted subject to the following conditions which shall form part and govern the contract of sale. Any terms sought to be imposed by a Buyer either in a document or otherwise that conflict with or adds to these conditions are not accepted. No agent or representative of the Vendor has authority to vary these conditions unless otherwise authorized in writing by a director of Eupac Ltd.

The Vendor may change these terms of sales without notifying you (the "Buyer") in advance in relation to future sales. All terms and conditions for business customers will be posted on Eupac's website. The Buyer is advised to visit our website from time to time for updated terms and conditions.

1. Formation of Contract

- 1.1. The invitation to you to order goods from the Vendor is not an offer by the Vendor to sell to you goods or services of the specification and description at the price indicated.
- 1.2. When the Buyer places an order with the Vendor, that order constitutes an offer by the Buyer to the Vendor to purchase the products of the specification and description at the price indicated. We will acknowledge our receipt of your offer by email after your order.
- 1.3. Wherever possible, the Vendor will accept the Buyer's offer for goods or services of specifications and descriptions at prices indicated in the email.
- 1.4. If it is not possible to accept your order, the Vendor will contact you by email or phone and offer to sell you goods or services of specifications and descriptions at prices as stated in this email or phone. You may accept the offer within 3 working days or any other period if specified in the email. The Vendor also reserves the right to decline any order.
- 1.5. No contract is made between the Buyer and the Vendor until a dispatch note is issued and the goods and services have been dispatched by the Vendor or collected by the Buyer. In the event that an order is delivered or collected in several instalments, each delivery or collection will constitute a separate contract.
- 1.6. Any concession made or latitude allowed by the Vendor to the Buyer shall not affect the strict rights of the Vendor under the contract.
- 1.7. If in any particular case any of these conditions shall be held invalid or shall not apply to the contract the other conditions shall continue in full force and effect.

2. Prices

- 2.1. Any price stated by us in any catalogue, website, promotion material, price list, email or any documentation is for reference only and does not constitute an offer. The Buyer is invited to confirm prices with us before ordering.
- 2.2. The Vendor reserves the right to change prices at any time to reflect market conditions. In the event of a price change after the Buyer places an order, the Vendor will notify the Buyer as soon as possible and invite the Buyer to re-confirm the order at the updated prices before entering the contract and dispatching the goods. If the Buyer does not agree with the updated prices, no contract will be entered and any payment by the Buyer shall be refunded or credited.
- 2.3. No quotation provided by us will constitute an offer and all quotations are subject to withdrawal at any time.
- 2.4. Subject to clause 2.3, all quotations or offers lapse 7 days after the date of quotation/offer.
- 2.5. All prices are exclusive of value added tax and any surcharges (if announced at the time of order) and these will be charged by the Vendor and will be payable by the Buyer at the appropriate rate.

3. Payment

- 3.1. The Vendor requires payment for the Buyer's order in cleared funds before the Vendor can despatch the goods unless the Buyer is a credit account customer and has a sufficient credit limit available for purchases.
- 3.2. Payment may be made by credit card, debit card, bank transfer or business cheque and for certain payment methods we may require an additional charge which shall be notified to you before acceptance of your order.
- 3.3. The Buyer is liable for and shall pay any charges involved in the transfer of funds (i.e. BACS, T/T etc.).
- 3.4. If the goods are despatched in instalments the Vendor shall be entitled to invoice each instalment as and when the instalment is made available for collection/delivery and payment shall be due in respect of each instalment when such instalment has been made available.

4. Design Variations

- 4.1. The Vendor makes its best effort to ensure that the goods supplied correspond in every aspect to the specifications, samples or descriptions. Nevertheless, the Vendor is not responsible for any minor variation in colour, specifications, or any other design features, and no such minor variation shall entitle the Buyer to rescind the contract or shall be the subject of any claim against the Vendor.

4.2. Images are for illustration only and may differ from actual products.

5. Delivery of Goods and Services

- 5.1. The Vendor will make its best effort to dispatch the goods or render the services to the Buyer's premises by and on the estimated delivery date. However, the delivery date is not guaranteed nor is it of the essence of the contract. The Vendor will not be liable to any losses, damages or charges due to the late delivery of the goods or services.
- 5.2. Delivery will be to the address stipulated in the Buyer's order. If not specified, delivery will be made to the Buyer's billing address.
- 5.3. The delivery of goods will be made by a national courier service that will require an authorised signatory to take receipt of each delivery. It is the Buyer's responsibility to make pre-arrangement to receive the delivery. If the Buyer is not available to receive the delivery and as a result, for re-delivery, the courier requires additional delivery charges, the Buyer is required to pay for such additional delivery charges.
- 5.4. If for any reason the Buyer is unable to accept delivery of the goods at the time when the goods arrive or unable to collect the goods when they are ready for collection, the Vendor may
 - 5.4.1. at its sole discretion without prejudice to its other rights and for such periods as the Vendor may determine store the goods at the Buyer's risk and take all reasonable steps to safeguard and insure them at the Buyer's cost, provided that the Buyer shall be immediately informed thereof. The Vendor can charge an Administration / Re-Stocking charge for goods not collected or refused delivery by the Buyer or his Agent.
 - 5.4.2. sell the goods at the best readily obtainable price and (after deducting all administrative costs) account to you for any excess over the price you agreed to pay for the goods or charge you for any shortfall below the price you agreed to pay for the goods.
- 5.5. In respect of orders placed before 4.00pm requesting next day delivery of goods we shall endeavour to procure delivery of the order on the following business day or, in respect of orders placed on a Friday, on the following Monday unless Saturday delivery is specified. In respect of orders placed on Saturday or Sunday for next day delivery we shall endeavour to procure dispatch on Monday for delivery on Tuesday.

6. Acceptance of Goods and Services

- 6.1. The Buyer must inspect the contents, conditions and performance of the goods and services immediately upon delivery, collection or installation. In the event of damages, losses, shortages, or any non-compliance with the Vendor's descriptions of goods and services in the contract or proposal, the Buyer is required to notify the Vendor in writing within 3 working days upon delivery, collection or installation of the goods and specify the details of non-compliance.
- 6.2. If the Buyer fails to notify the Vendor in accordance with the requirements, the goods and services will be deemed to be in all aspects in accordance with the contract and have been accepted by the Buyer ("Acceptance of Goods and Services").
- 6.3. In the event that the Buyer files the claims of non-compliance within 3 working days, the Buyer shall allow the Vendor a fair chance to inspect such claims. The Buyer needs to return the damaged goods for inspection to the Vendor at the Buyer's costs. When receiving such claims, the Buyer will conduct investigations and reply to the Buyer within three working days.
- 6.4. In the event of a valid claim for losses, damages, shortages, or non-compliance with the contract the Vendor undertakes at its option either to reprocess, re-configure, re-deliver or replace the items at its expense or in the case that such items are no longer available, cancel the part of the contract related to such items and provide a refund. The Vendor shall not be under any further or other liability in connection with such loss, damage or non-compliance.
- 6.5. After the Vendor has reprocessed, re-configured, re-delivered or replaced the items as per clause 6.4, the Buyer shall inspect the goods and services and take the necessary actions as per clause 6.1 and clause 6.2.

7. Credit Accounts

- 7.1. At our entire discretion, for regular trade customers, the Vendor may provide the client with a trade credit account, in which case the Vendor will despatch products before receipt of cleared funds.
- 7.2. Invoices sent to credit account customers must be paid within 30 calendar days from the date of charged on late payments.
- 7.3. For credit account holders, payment instructions will appear on the invoice sent by the Vendor to the Buyers. The Buyer agrees to make the payment according to the instructions.
- 7.4. The Vendor may at any time withdraw, reduce or bring forward your payment dates at any time at our discretion.

8. Risk and Ownership

- 8.1. From the time that the goods are despatched from or, in the case where goods are to be collected by the Buyer, made ready for collection at the Vendor's Premises, the Goods shall be at the risk of the Buyer who shall be solely responsible for their custody and maintenance but, unless otherwise expressly agreed in writing, the goods shall remain the Vendor's property until all payments to be made by the Buyer under the contract and any other contract between the Vendor and the Buyer are received by the Vendor.
- 8.2. While the Vendor's ownership continues, the Buyer may only re-sell the goods to the Buyer's customers in the ordinary course of the Buyer's business as a fiduciary and trustee for the Vendor. In the event of any resale by the

Buyer of the goods the Vendor's beneficial entitlement shall attach to the proceeds of sale or other disposition thereof so that such proceeds or any claim therefore shall be assigned to the Vendor.

- 8.3. Without prejudice to the equitable rules as to tracing, in the event of failure to pay the price in accordance with the contract the Vendor shall have power to re-sell the goods and for such purpose the Vendor and its servants and agents may enter upon any premises or land occupied or owned by the Buyer or any third party where the goods are stored, to re-possess the goods.
- 8.4. Despite our retention of title to the goods, the Vendor has the right to take legal action to recover the price of the goods should the Buyer not pay the Vendor by the due date. The Buyer will be responsible for any legal costs incurred by the Vendor to recover the debt.

9. Cancellation

- 9.1. No purchase order can be cancelled by the Buyer except authorized in writing by a director of the Vendor.
- 9.2. If the order is cancelled for whatever reason, the Buyer will pay to the Vendor for any goods (finished or work-in-process) or services the Vendor may then have provided or have committed to provide for you,
- 9.3. Unless specifically agreed by the Vendor otherwise, the Vendor does not accept cancellation of contracts, nor does the return of goods that have been incorrectly ordered by the Buyer. In instances where the Vendor agrees that such orders may be returned, the Buyer must ensure that the goods are fit for resale and the Vendor reserves the right to charge a restocking fee of up to 25% of the order price, or £25.00 whichever is the greater, to cover the cost of administrating your error. The Buyer also needs to pay for any work or services the Vendor has conducted at the Vendor's standard hourly rate of £125 per hour+VAT.

10. Return of Goods

- 10.1. Goods are not sold on a trial basis and cannot be returned unless they are faulty or agreed by the Vendor in writing otherwise. Where the goods are not faulty and return agreed by a director of the Vendor, a re-stocking fee outlined in clause 9 will apply.
- 10.2. A Returns Merchandize Authorization (RMA) number must be obtained by the Buyer before any goods can be returned. The Vendor does not accept any return of goods without a valid RMA number.
- 10.3. The Vendor recommends that the Buyer fully insure the items you are returning. The Buyer will also be responsible for the delivery costs of returning the goods. We suggest the use of a carrier that can provide the Buyer with a proof of delivery. The Vendor will not be liable for items lost or damaged in transit. The delivery and insurance costs of returning the goods to the Vendor is the responsibility of the Buyer.
- 10.4. The goods must be returned with the manufacturers original packaging not damaged or defaced. The goods must be returned in their entirety, including all disks and manuals and cables.
- 10.5. The Buyer has 14 days from receipt of an RMA number to return the goods to the Vendor. Any RMA number expires after 14 days of issuance. The Vendor cannot accept any returned goods without a valid RMA number. In this case, the Buyer will need to contact the Vendor for a new RMA number.

11. Warranties and Usage

- 11.1. The Vendor warrants that all goods supplied by us are free from defects for 12 months from the date of dispatch (unless otherwise stated). Eupac shall at its option repair or replace the goods should a defect is developed or discovered within 12 months of dispatch.
- 11.2. This warranty does not apply to any defect in the goods arising from fair wear and tear, wilful damage, accident, negligence by you or any third party, use otherwise than as recommended by the manufacturer, failure to follow the manufacturer's instructions, or any alteration or repair carried out without the manufacturer/Vendor's approval.
- 11.3. In the case of manufacturer who operates direct product support and return procedures, the Buyer accepts an obligation to process their claim directly with the manufacturer.
- 11.4. The Vendor's responsibility to the Buyer in respect of any damaged, incomplete or defective products supplied to you is limited to replacement of the products with an equivalent (or better) product or, at our discretion, a refund of the purchase price.
- 11.5. The Vendor shall arrange delivery of replacement products to the address used in the original order, and shall meet the cost of this delivery, if the Vendor decides, following inspection, that the products are faulty. If no fault is found, the goods will be returned to the Buyer. The Vendor's decision as to whether a product is faulty shall be final and binding on you.
- 11.6. The Buyer's rights in respect of software products may be governed by the terms of the licence from the manufacturer or licensor. Failure to comply with all terms and conditions of use required by the manufacturer or licensor may terminate your right to use the products.
- 11.7. The Vendor is not responsible for any acts of the manufacturer or its agents including (without limitation) any failure by the manufacturer to replace or repair any of the goods, which are subject of the manufacturer's warranty.

12. Support and Maintenance

- 12.1. Technical support and maintenance either onsite, by phone or by email, shall be provided by the Vendor only in the following cases
 - 12.1.1. before Acceptance of Goods and Services, the Buyer has purchased appropriate Eupac Engineer Services; or

12.1.2. after Acceptance of Goods and Services, the Buyer has purchased an appropriate Support and Maintenance Agreement.

12.2. In the absence of purchases of an appropriate Eupac Engineering Services or Support and Maintenance Agreement, any technical support requirements shall be charged at the standard Eupac engineering rate.

12.3. Eupac provides free technical support for qualified Eupac resellers for selected products. Please contact Eupac for details.

13. Buyer's specification

13.1. The Vendor shall not be liable for imperfect work caused by any inaccuracies in any drawing, bill of quantities or specification supplied by the Buyer.

14. The Vendor's Liability

14.1. The Vendor provides no warranty that any products we sell are fit for any specific purpose. All terms, conditions and warranties which may be implied into our contracts with you by statute or otherwise are excluded to the fullest extent permissible by law.

14.2. Nothing in this Agreement restricts our liability for death or personal injury caused by our negligence or for fraudulent or negligent misrepresentation or for liability under the Consumer Protection Act 1987.

14.3. The Vendor shall incur no liability to the Buyer for any temporary unavailability of the Vendor's website or for any special indirect or consequential damage including but not limited to loss of profit and loss of data. We shall incur no liability for any defects in, delay or interruption to our communications to you unless caused by our negligence. Our total liability to you arising out of or in connection with any products shall be limited to the cost of the products due to us from the Buyer.

14.4. None of our products are intended to be installed or used in hazardous or life threatening environments or potentially life threatening applications. The Buyer undertakes not to use or supply these products to any other party for these purposes and agree to indemnify us and keep us indemnified against all losses, liabilities and costs arising out of your breach of this undertaking.

15. Miscellaneous

15.1. All contracts for the supply of products shall be deemed to have been formed in England. These terms and conditions are governed by English law and the Buyer agrees to submit to the non-exclusive jurisdiction of the English courts.

15.2. The Vendor shall have no liability to you for events beyond our reasonable control.

15.3. No one other than the Vendor and the Buyer are intended to benefit from these terms and conditions under the contracts (Rights of Third Parties) Act 1999, and you may not assign or delegate any of your rights against us under this Agreement to your customers or any other party.

15.4. Any delay in or failure by us to exercise our rights and remedies does not constitute a waiver of them or of any other rights.