

STANDARD TERMS AND CONDITIONS OF SALE

1 INTERPRETATION

- 1.1 Definitions in these Conditions, the following definitions apply
- 1.2 **Conditions:** The standard terms and conditions set out in this document
- 1.3 **Contract:** The contract between the supplier and the customer for the sale and purchase of the Goods in accordance with these conditions
- 1.4 **Customer:** The person of firm who purchases the Goods from the Supplier
- 1.5 **Goods:** The goods (or any part of them) set out in the Order. In particular any devices, consumables, spare parts and more broadly, any goods sold by the Supplier
- 1.6 **Insolvency Event:** Any event where the Customer is (or deemed to be) unable to pay its debts as the fall due including but not limited to any situation detailed within the insolvency Act 1986 and subsequent related legislation. The appointment of a receiver, administrator or liquidator and/or any time the Customer is in negotiations to reschedule their debts
- 1.7 **Order:** The Customers order for the Goods
- 1.8 **Supplier:** Technical Laser Care Ltd (TLC) (company number: 8344824) on behalf of LPG Systems Fr

2 BASIS OF CONTRACT

- 2.1 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
- 2.2 The Order shall only be deemed to be accepted when the Supplier signs the order by way of acceptance, at which point the Contract shall come into existence.
- 2.3 The Contract constitutes the entire agreement between the parties.
- 2.4 The Customer agrees to adhere to all statutory and regulatory provisions necessary for the use and operation of the Goods.
- 2.5 The Customer understands that the use of the Goods (and all LPG products) requires specific training which must be provided by Technical Laser Care exclusively. The Customer undertakes to use the Goods in accordance with the aforementioned training, the user guide provided by LPG and any recommendations given by LPG

3 DELIVERY

- 3.1 The Goods will be delivered to the location set out in the Order of such other location as the parties may agree in writing
- 3.2 The Supplier will arrange for the shipment of the goods from the manufacture via a specified carrier and notify the Customer as to the date of shipment of the Goods. Any claim for failure of delivery and/or incomplete delivery must be addressed by the Customer directly with the carrier exclusively
- 3.3 The time for delivery is not of the essence

4 QUALITY

- 4.1 The Supplier warrants for a period of 24 months from the date of delivery (warranty period)
- The Goods shall;
- (a) conform in all material respects with their description and any applicable specification.
 - (b) be free from material defects in design, material, and workmanship; and
 - (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979)
- 4.1 Subject to clause 4.3
- (a) the Customer gives notice in writing to the Supplier 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 4.1 and;
 - (b) the Supplier is given a reasonable opportunity of examining such Goods and;
 - (c) the Customer (if asked to do so by the Supplier) returns such Goods to the Suppliers place of business at the Customers Cost, the Supplier shall, as its opinion, repair or replace the defective Goods, or refund the price of the defective Goods in full
- 4.2 The Supplier shall not be liable for Goods failure to comply with the warranty set out in clause 4.1 if;
- (a) the Customer makes any further use of such Goods after giving notice in accordance with clause 4.2 or;
 - (b) the defect arises because the Customer failed to follow the Suppliers instructions and recommendations as to the storage, commissioning, installation, use and maintenance of the Goods or good practice or;
 - (c) the Customer alters or repairs such Goods without the written instructions of the Supplier and with spare parts which have not been approved by the Suppliers or;
 - (d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions
 - (e) the Customer does not connect the device to WIFI for constant updates from LPG
- 4.3 Except as provided in this clause 4, the Supplier shall have no liability to the Customer in respect of the Goods failure to comply with the warranty set out in clause 4.1
- 4.4 The warranty in this clause 4 shall apply to any repaired or replacement Goods supplied by the Supplier, subject to the following exception;
- (a) any warranty in relation to spare parts provided by the Supplier is limited to six months starting on the date of the invoice for the spare parts;
 - (b) any warranty in relation to repair carried out by the Supplier is limited to three months starting from the date of repair;
 - (c) the Customer is responsible for all costs associated with any repair and or return of the goods and or supply of the spare parts

5 TITLE AND RISK

- 5.1 Risk in the Goods shall pass to the Customer at the point the Goods are placed under the control of the carrier, including any responsibility and liability under European Directive No: 2002/96/EU
- 5.2 Title to the Goods shall not pass to the Customer until the Supplier has received payment in full (by cleared funds) for:
- (a) the Goods; and
 - (b) all other sums which are, or which become due to the Supplier for sales of the Goods spare parts or any other products to the Customer;
- 5.3 Unit title to the Goods has passed to the Customer, the Customer shall
- (a) hold the Goods on a fiduciary basis the Suppliers bailee;
 - (b) keep the Goods separately from all other goods held by the Customer so they remain readily identifiable as the Suppliers property;
 - (c) not remove, deface, or obstruct any identifying mark or packaging on or relating to the Goods, and;
 - (d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery, for the benefit of the Supplier but the Customer may use the Goods in the ordinary course of its business
- 5.4 Without limiting any other right or remedy the Supplier may have, the Supplier may at any time in enforcing the provisions of this clause 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
- 5.5 In the event of re-sale or dispossession of the Goods before full payment under clause 6, the Customer (without prejudice to the Suppliers other right and revenues under the terms of the Contract or in Law) assigns to the Supplier the benefit of all claims from such sale or dispossession to a third party.
- 6.1 The price of the Goods shall be the price set out in the Order
- 6.2 The Supplier may by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to
- (a) any factor beyond the Suppliers control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials, and other manufacturing costs)
 - (b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification or
 - (c) any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information of instructions
- 6.3 The price of the Goods shall be in GBP and is exclusive of VAT. The Supplier may invoice the Customer for the Goods on or at any time after the completion of delivery
- 6.4 The Customer shall pay the invoice in full and in cleared funds on receipt of the invoice. Time for payment is of the essence
- 6.5 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for the payment (due date), then the Customer shall pay interest on a daily basis on the overdue amount (before as well as after judgement) at the rate of 8% per annum above Barclays Banks base lending rate from time to time. The Customer shall pay the interest together with the overdue amount.
- 6.6 The Customer shall pay all amounts due under the Contract in full without any deduction and the Customer shall not be entitled to assert any credit set off or counterclaim against the Supplier. The Supplier 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 Supplier to the Customer

7 CUSTOMERS INSOLVENCY OR INCAPACITY

- 7.1 if the Customer becomes subject to an Insolvency Event, then without limiting any other right or remedy available to the Supplier, the Supplier may cancel or suspend all further deliveries under this or any other contract and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due

8 LIMITATION OF LIABILITY

- 8.1 Nothing in these Conditions shall limit or exclude the Suppliers Liability for;
- (a) death or personal injury caused by negligence, or the negligence of its employees, agents, or sub-contractors (as applicable);
 - (b) fraud or fraudulent mis-representation; or
 - (c) breach of the terms implied by s.12 of the Sale of Goods Act 1979; or
 - (d) defective products under the Consumer Protection Act 1987
- 8.2 Subject to Clause 8.1
- (a) the Supplier shall not be liable to the Customer whether in Contract (or), breach of statutory duty or otherwise for any loss of profit or indirect or consequential loss arising under, or in connection with the Contract including any losses that may result from a breach of the Contract by the Supplier, its employees, agents, or sub-contractors and;
 - (b) the Suppliers total ability to the Customer in respect of all losses arising under or in connection with the Contract within writing, breach of statutory duty or otherwise, including losses caused by deliberate breach of the Contract by the Supplier, its employees, agents, or sub-contractors shall not exceed 100% of the price of the Goods

9 INTELLECTUAL PROPERTY / DATA PROTECTION

- 9.1 TLC on behalf of LPG grants to the Customer the right to use LPGs registered trademarks solely for advertising purposes and the sale of LPG goods. This right expires immediately once the Customer ceases to use any LPG goods. All promotional materials which makes direct reference to any LPG goods must have prior written approval from the Supplier and the Customer will take all the necessary measures to ensure that there is no confusion between any LPG trademarks and its own logos, signage, and activities
- 9.2 All other rights associated with LPG's intellectual property are specifically reserved by LPG
- 9.3 The Customer will at all times adhere to the provisions of the Data Protection Act 1998

10 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

11 GENERAL

- 11.1 Assignment and subcontracting
- (a) the Supplier 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
 - (b) 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 Supplier
- 11.2 Notices
- (a) any notice given under the Contract shall be in writing addressed to a party's registered office or principal place of business by first class post, recorded delivery, courier, or fax
- 11.3 Severance
- (a) 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
 - (b) 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
- 11.4 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 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.
- 11.5 Subject to Clause 11.2 above, a person who is not a part to the Contract shall not have any rights under or in connection with it
- 11.6 Any variations to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Customer
- 11.7 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 exclusive authority of the courts of England and Wales