VORTICE LIMITED

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Terms and Conditions Document

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THESE TERMS MAY HAVE CHANGED SINCE YOU LAST REVIEWED THEM

Terms & Conditions of Sale: These Conditions with effect from September 2025 pursuant to the provisions of clause 2.4.

The Customer's attention is particularly drawn to the provisions of clause 13 (Limitation of liability).

These are the terms and conditions on which we supply products to you, whether these are goods or services and whether you buy them over the telephone or online.

In some areas you will have different rights under these Conditions depending on whether you are a business or consumer. You are a consumer if:

a) you are an individual, and

b) you are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

If you are not a consumer, you are a business customer.

Nothing in these Conditions affects your legal rights as a consumer.

In respect of orders placed through the Websites, these Conditions apply regardless of how you access the Websites, including via any technologies or devices by which we make the Websites available to you. You must read these Conditions carefully. By placing an order through the Websites, you confirm that you have read, understood and agree to these Conditions in their entirety. If you do not agree to these Conditions in their entirety, you must not order any goods or services through the Websites.

1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: on any Business Day being a Monday – Thursday, the period from 8.30 am to 5.00 pm and on a Friday, 8.30 am to 4.30 pm.

Commencement Date: has the meaning given in clause 2.3.

Conditions: these terms and conditions as amended from time to time in accordance with clause 18.8.

Confidential Information: means any information which is disclosed to the Customer by the Supplier pursuant to any contract to which these Conditions apply and any information relating in any way to the Products, the Intellectual Property Rights or the Supplier which comes to the Customer's knowledge before or after the termination of any contract to which these Conditions apply, whether such information is expressed orally or in writing and whether or not expressly stated to be confidential or marked as such.

Contract: the contract between the Supplier and the Customer for the supply of Goods or Services subject to these Conditions (comprising the Order Acknowledgement, and any annexes to the Order Acknowledgement).

control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be interpreted accordingly.

Customer: the person or firm who purchases the Goods or Services or Goods and Services from the Supplier.

Customer 's Agent: an agent, representative or otherwise of the Customer whose name is stated in the Contract as the Customer's agent.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

Deliverables: deliverables produced by the Supplier for the Customer in connection with the Goods or provision of Services.

Delivery, Installation, Commissioning Schedule: means the schedule agreed between the Parties, setting out the dates for delivery by the Supplier of the Goods to the Site and (if applicable) the dates for their installation, and commissioning stated in the Contract.

Delivery Location: has the meaning given in clause 4.2.

FOB: Free on Board (Port of Shipment) as per Incoterms.

Force Majeure Event: has the meaning given to it in clause 17.

Goods: the goods (or any part of them) set out in the Order.

Goods Specification: any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Customer and the Supplier (set out in the Quotation (or otherwise)).

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.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: the Customer's order for the supply of Goods or Services, as set out in the Customer's purchase order form.

Order Acknowledgement: the written acknowledgement issued (subject to these Conditions) and any annexes to the Order Acknowledgement (which may but not be limited to the Quotation) by the Supplier accepting the Order.

Party and Parties: means the Supplier and/or the Customer, as the context so requires.

Quotation: means the document so titled to which these Conditions are attached or referred to containing (if applicable) specific details in relation to the Goods or Services (including but not limited to any Service Specification).

Scheduled Dates: means the Scheduled Delivery Dates and/or the Scheduled Installation, and Commissioning Dates as the context so requires.

Scheduled Delivery Dates: means the dates, as specified in the Delivery, Installation, and Commissioning Schedule, for delivery by the Supplier of the Goods to the Site and (if applicable, their installation) as adjusted from time to time in accordance with the Contract.

Scheduled Installation Dates: means the dates, as specified in the Delivery, Installation, and Commissioning Schedule, for installation of the Goods on the Site by the Supplier as adjusted from time to time in accordance with the Contract.

Services: the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Service Specification.

Service Specification: the description or specification for the Services provided in writing (set out in the Quotation (or otherwise) by the Supplier to the Customer.

Site: means the site or location as specified in the Order Acknowledgement to which the Goods are to be delivered by the Supplier in accordance with the Contract.

Supplier: Vortice Limited registered in England and Wales with company number 01344206.

Supplier Materials: has the meaning given in clause 9.1(h).

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Websites: https://www.vortice.ltd.uk/ & https://www.vorticemouldsolutions.co.uk/.

Warranty Period: has the meaning given in clause 5.1.

1.2 Interpretation:

(a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

(b) A reference to a party includes its successors and permitted assigns.

(c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

(d) Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

(e) A reference to **writing** or **written** excludes fax but not email.

2. Basis of contract

2.1 Any Quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 30 Business Days from its date of issue (provided that the Supplier has not previously withdrawn it prior to its acceptance) and is given on the basis that the Contract will not come into existence until the Supplier issues an Order Acknowledgement.

2.2 The Order constitutes an offer by the Customer to purchase Goods or Services in accordance with these Conditions.

2.3 The Order shall only be deemed to be accepted when the Supplier issues an Order Acknowledgement, at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.4 The Supplier's employees or agents are not authorised to make any representations concerning the Goods unless otherwise confirmed in writing by a director of the Supplier or senior manager of the Supplier who is authorised by a Director of the Supplier. In entering into the Contract, the Customer acknowledges and confirms that it does not rely on and waives any claim for breach of any such representations which are not so confirmed provided always that this clause does not seek to exclude liability for fraudulent misrepresentation or fraudulent misstatement by the Supplier or its employees or agents.

2.5 Any advice or recommendation given by the Supplier or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by the Supplier is followed or acted upon entirely at the Customer's own risk, and accordingly the Supplier shall not be liable for any such advice or recommendation which is not so confirmed.

2.6 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods and Services described in them. They shall not form part of the Contract nor have any contractual force or give rise to any independent or collateral liability of whatsoever nature on the part of the Supplier. Unless otherwise notified in writing by the Customer, the Supplier reserves the right to deliver modified Goods in the event that any product ranges change between the dates of an Order Acknowledgement and delivery. The Supplier shall be under no liability whatsoever for inaccuracies, changes or alterations in dimensions or measurements given, quoted or made by it.

2.7 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, tender, invoice or other document or information issued by the Supplier shall be subject to correction without any liability (including for negligence or breach of any statutory implied

conditions) on the part of the Supplier, provided always that nothing in this clause shall exclude or limit liability where such exclusion or limitation would be contrary to any law.

2.8 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 law, trade custom, practice or course of dealing. The Supplier may make revisions to these Conditions from time to time. If there are revisions, the Supplier will publish them on the Websites and highlight, on the home page, that revisions have been made. The Customer shall regularly check the Websites for details of any revisions having been published. Unless the Customer sends a notice in writing of objection to the Supplier within 21 days of any revision to these Conditions being published the revised Conditions shall be binding on the Customer. The Websites will identify the date on which the revisions will become effective and (unless the Customer has provided a notice of objection as detailed above) such revisions shall apply to all Contracts entered into on or after that date.

2.9 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

2.10 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

2.11 In no circumstances shall the Customer be entitled to cancel or modify a contract to which these Conditions apply without the Supplier's written agreement. If the Supplier does agree to the Customer cancelling or modifying a Contract it shall be a condition of such consent that the Customer will indemnify the Supplier against all losses and expenses suffered by the Supplier arising out of such cancellation.

3. Goods

3.1 The Goods are described (i) on the Websites as modified by any applicable Goods Specification; or (ii) in the Goods Specification (as the case may be).

3.2 The Supplier will procure, manufacture, supply and (if applicable) install and commission the Goods in accordance with the Contract.

3.3 The Supplier shall:

(a) supply the Goods to the Customer in accordance with the Goods Specification and, where included in the Contract, install and commission those Goods at the Site in accordance with the Goods Specification;

(b) not make any change to the Goods Specification or the manufacturing process in relation to the Goods which is detrimental to or compromises the ability of the Supplier to comply with its obligations under the Contract without:

(i) first notifying the Customer of its intention to implement such change and in such notification reporting to the Customer as to any consequences which will follow such change being implemented;

(ii) giving the Customer the opportunity to make representations to the Supplier within 10 (ten) Business Days of receipt by the Customer of such notice; and

(iii) obtaining written approval for such change from the Customer (such approval not to be unreasonably withheld or delayed) and such approval shall be deemed to have been given if no representations are received from the Customer within the period specified in clause 3.3(b)(ii).

3.4 The Customer shall be responsible for ensuring the accuracy of any information (including any information provided by it that is included in any specification in any way related to the Contract) submitted by it to the Supplier and for giving the Supplier any necessary information relating to the Goods within a sufficient time to enable the Supplier to perform the Contract in accordance with its terms. If the Supplier is unable to proceed with the Contract forthwith the Supplier shall be entitled to amend the price to cover any increase in cost, which is incurred after issue of an Order Acknowledgement and before receipt of the necessary information and to change the Scheduled Dates provided always that the Supplier acts reasonably when doing so.

3.5 The Customer is responsible for satisfying itself that the capacity of the Goods is sufficient for its purposes. The Supplier shall not be responsible for system design and shall not accept any liability including for negligence or breach of any statutory implied conditions (to the extent permitted by law) for the performance of the Goods in their final operating environment, whether or not details of the final operating environment have been made available to the Supplier.

3.6 To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with any claim made against the Supplier for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the Supplier's use of the Goods Specification. This clause 3.4 shall survive termination of the Contract.

3.7 The Supplier reserves the right (notwithstanding any other provisions of these Conditions) to amend the Goods Specification if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Customer in any such event.

4. Delivery of Goods

4.1 The Supplier shall ensure that each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the contract number and all relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods,

where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered

4.2 The Supplier shall:

(a) make the Goods available for collection by the Customer at the Supplier's premises as set out in the Order Acknowledgement. The Customer shall collect the Goods at any time after the Supplier notifies the Customer that the Goods are ready; or

(b) deliver the Goods to the location set out in the Order or to such other location as the Parties may agree in writing (**Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready for delivery. The Supplier reserves the right to levy an additional delivery charge if the Delivery Location is not at the Customer's primary place of business or an express delivery is requested.

4.3 Delivery of the Goods shall be complete when the Goods arrive at the Delivery Location or, if the Customer is to collect the Goods, on completion of loading of the Goods at the Supplier's premises.

4.4 It is the Customer's responsibility to ensure that a person duly authorised to sign on its behalf to acknowledge receipt of the Goods is present at the Delivery Location at the time of delivery. Signature upon receipt of the Goods will be proof of delivery. The Customer shall indemnify and keep indemnified the Supplier against all liabilities, costs, expenses, damages and losses suffered or incurred by the Supplier arising out of or in connection with any breach by the Customer of its obligations under this clause 4.4.

4.5 Where a Customer's Agent is stated in the Contract as having been appointed by the Customer then, subject to any instruction to the contrary from the Customer, the Supplier shall be entitled to treat any exercise or discharge of the Customer's rights and obligations under the Contract by the Customer's Agent as an exercise or discharge of those rights and obligations by the Customer. The Customer may remove or vary the extent of the Customer's Agent's authority at any time by giving prior written notice to the Supplier.

4.6 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.7 The Customer shall (where delivery is to take place at the Site) prepare the Site for the delivery of the Goods and ensure that the Site (and any equipment or machinery to facilitate delivery of the Goods) are adequate and suitable for such delivery and comply with any applicable law or safety requirement, which is necessary for the Goods to be delivered.

4.8 The Customer shall ensure that the Supplier is given:

(a) sufficient rights of access to the Site (and any adjoining areas) to fulfil its obligations under the Contract; and

(b) sufficient space is made available at the Site for the delivery and (if applicable) installation of the relevant Goods.

The Customer shall reimburse the Supplier on a full indemnity basis for any additional costs reasonably incurred as a result of a failure by the Customer to comply with the requirements of this clause 4.8 including (but not limited to) any increased or additional storage, delivery costs or the costs of any resulting delay.

4.9 Should the Supplier request, the Customer shall grant the Supplier access to the Site prior to delivery of the Goods for the purpose of inspecting the Site and ensuring that the Site layout and any associated or existing works conform to the information provided to the Supplier and are suitable to enable the Supplier to comply with its obligations under the Contract. The Customer shall ensure that suitably qualified and authorised personnel are available on Site to accompany the Supplier during any such inspection.

4.10 If, as a result of the Supplier's inspection, matters are identified which prevent or have potential to impede or delay the Supplier's performance of its obligations under the Contract which cannot be rectified by the date falling 15 Business Days prior to delivery, the dates in the Delivery, Installation, Commissioning Schedule will be postponed until such time as the matters have been rectified and the Supplier has been given not less than 5 (five) Business Days' notice by the Customer that the matters have been so rectified.

4.11 The Customer shall grant the Supplier unrestricted access to the Site both during and after the installation of the Goods for the purpose of installing and commissioning the Goods and for enabling the Supplier to comply with its obligations under the Contract.

4.12 If the Supplier fails to deliver the Goods, its liability shall be limited to the lesser of (i) the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods; or (ii) 5% of the value of the Contract which value the Parties both acknowledge and confirm is a genuine pre-estimate of loss likely to be suffered by the Customer as a result of a failure to deliver the Goods and any payment made shall be in full and final settlement of any claims arising as a consequence of failure to deliver the Goods.

4.13 The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.14 If for any reason the Customer fails to collect the Goods or forward instructions sufficient to enable the Supplier to deliver the Goods, or refuses to accept delivery of the Goods (as the case may be) when they are ready for delivery or within three Business Days of notification by the Supplier that they are ready for collection or fails to take delivery on the agreed delivery date, then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:

(a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which the Supplier notified the Customer that the Goods were ready;

(b) risk in the Goods will pass to the Customer (including for loss or damage caused by the Supplier, save where caused by the Supplier's negligence or the negligence of the Supplier's employees or agents);

(c) the Supplier shall store the Goods until actual delivery takes place, and charge the Customer for all related costs and expenses (including without limitation, storage, insurance and costs of redelivery).

4.15 If ten Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not (on prior appointment) collected the Goods or accepted actual delivery of them (as the case may be), the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

4.16 If the Supplier delivers up to and including 5% more or less than the quantity of Goods ordered the Customer may not reject them, but on receipt of notice from the Customer that the wrong quantity of Goods was delivered, the Supplier shall make a pro rata adjustment to the invoice for the Goods.

4.17 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

4.18 After receipt of a delivery of the Goods, the Customer shall, within three Business Days, visually inspect the Goods to ensure that it is satisfied with the Goods, that the Goods conform with their description and any Goods Specification and that no damage or loss in transit has occurred to the Goods failing which the Supplier shall not be liable to the Customer for such defective, damaged or lost Goods. Any claims for defects of this nature shall be communicated to the Supplier in writing during such period.

4.19 The Supplier shall consider any request by the Customer to deliver Goods direct to the Customer's end user's site (for the avoidance of doubt, not being the Site as defined herein) but if the Supplier agrees (at its discretion) to do so, any notification of non-conformity, damage or shortages in respect of such Goods must be made to the Supplier within **24 hours** of delivery to the end user. The Supplier will not be responsible to the Customer or the end user in the event of any later notification, nor shall it be responsible if the Goods are subsequently installed at the end user's site by or on behalf of the end user.

5. Quality of Goods and Customer Obligations

5.1 The Supplier warrants that on delivery, and for a period of 12 months from the date of delivery or such other period (if any) agreed in writing between the parties (**Warranty Period**), the Goods shall:

(a) conform in all material respects with their description or the Goods Specification (as the case may be);

(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); and

(d) be fit for any purpose held out by the Supplier.

5.2 Subject to clause 5.3, if:

(a) the Customer gives notice in writing to the Supplier within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;

(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 Supplier's place of business by courier or recorded delivery at the Customer's cost,

the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

5.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 if:

(a) the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;

(b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;

(c) the defect arises as a result of the Supplier following any drawing, design or specification supplied by the Customer;

(d) the Customer alters or repairs such Goods without the written consent of the Supplier;

(e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or

(f) the Goods differ from their description or the Goods Specification (as the case may be) as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.4 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.5 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

5.6 The Customer shall leave in position and not cover, deface or erase any notices or other marks (including without limitation serial numbers and notices that a trade mark, design or copyright relating to Goods is owned by the Supplier or a third party) which the Supplier may place on or affix to the Goods.

5.7 The Customer shall use in relation to the Goods only such advertising, promotional and selling materials as are provided by or approved in writing by the Supplier.

5.8 The Customer is responsible for obtaining, at its own cost, such import licences and other consents in relation to the Goods as are required from time to time and, if required by the Supplier, the Customer shall make those licences and consents available to the Supplier prior to the relevant shipment. It is the Customer's obligation to acquaint itself and to comply with all applicable requirements and restrictions relating to the possession, use, import, or export of the Goods. It is the Customer's obligation to ensure that no Goods are exported or imported in violation of the laws of any jurisdiction into or through which the Goods are transported during the course of reaching the relevant destination. Where necessary, the Customer shall inform the Supplier at a reasonable time before delivery of any documents which it is necessary for the Supplier to provide in order to allow export of the Goods in compliance with the laws of any relevant jurisdiction.

6. Title and risk

6.1 The risk in the Goods shall pass to the Customer on completion of delivery.

6.2 Title to the Goods shall not pass to the Customer until the earlier of:

(a) the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and or

(b) the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 6.4.

6.3 Until title to the Goods has passed to the Customer, the Customer shall:

(a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;

(b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

(c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;

(d) notify the Supplier immediately if it becomes subject to any of the events listed in clause 14.3(b) to clause 14.3(g); and

(e) give the Supplier such information as the Supplier may reasonably require from time to time relating to:

(i) the Goods; and

(ii) the ongoing financial position of the Customer.

6.4 Subject to clause 6.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time:

(a) it does so as principal and not as the Supplier's agent; and

(b) title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.

6.5 At any time before title to the Goods passes to the Customer, the Supplier may:

(a) by notice in writing, terminate the Customer's right under clause 6.4 to resell the Goods or use them in the ordinary course of its business; and

(b) require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product 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.

6.6 The Supplier may maintain an action for the price of the Goods notwithstanding that the property in the Goods may not have passed to the Customer.

7. Returns

7.1 Notwithstanding any other Condition, you may return any of the Goods within ten Business Days of the date of delivery with the Supplier’s prior written consent (given at the Supplier’s sole discretion, which discretion shall not be subject to review) provided that the provisions of this clause are complied with:

(a) the Goods must be standard Goods supplied or manufactured by the Supplier (and therefore non-stock items will be exempt from return); and

(b) which have not been modified or developed to meet your particular requirements.

7.2 In the event that the Customer wishes to return any Goods (whether faulty or non-faulty), it shall first obtain the approval of the Supplier.

7.3 Pre-approved returns will only be accepted of freight pre-paid current Goods in the condition in which they were delivered and are subject to a 2 for 1 compensating order or a minimum handling charge of 25% of the relevant invoice price exclusive of VAT. Additional charges will be made in respect of Goods returned in any other condition or manner. Goods agreed for return cannot be authorised until the Supplier is in receipt of this compensating order, if applicable.

7.4 Any reported faulty Goods found to be non-faulty will incur a 40% handling charge being deducted off the invoice price exclusive of VAT.

7.5 All Goods returned to the Supplier for exchange shall be sent with a copy of the original Order, specifying the associated invoice number, and the date of delivery of the Goods where applicable.

8. Supply of Services

8.1 The Supplier shall supply the Services to the Customer in accordance with the Service Specification in all material respects.

8.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order Acknowledgement, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

8.3 The Supplier reserves the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

8.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

9. Customer's obligations

9.1 The Customer shall:

(a) ensure that the terms of the Order and any information it provides in either or both the Service Specification and the Goods Specification are complete and accurate;

(b) co-operate with the Supplier in all matters relating to the Services;

(c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;

(d) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

(e) prepare the Customer's premises for the supply of the Services;

(f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;

(g) comply with all applicable laws, including health and safety laws;

(h) keep all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of

or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; and

(i) comply with any additional obligations as set out in the Service Specification or the Goods Specification or both.

9.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

(a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

(b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 9.2; and

(c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

10. Charges and payment

10.1 The price for Goods (**Price**):

(a) shall (unless otherwise agreed between the Parties in writing) be the price set out in the Order Acknowledgement; and

(b) shall (unless otherwise stated in writing by the Supplier) be exclusive of all costs and charges of packaging, insurance, transport of the Goods, VAT and other applicable taxes, duties or levies of any kind whatsoever, all of which shall be invoiced to the Customer.

10.2 All Goods which are exported will be charged to the Customer at the price FOB the relevant British port and any packaging will be charged to the Customer at cost price to the Supplier.

10.3 The charges for Services shall be calculated on a time and materials basis:

(a) the charges shall (unless otherwise agreed between the Parties in writing) be calculated in accordance with the Supplier's daily fee rates, as set out in its current price list at the date of the Contract;

(b) the Supplier's daily fee rates for each individual person are calculated on the basis of an eight-hour day worked on Business Days;

(c) the Supplier shall be entitled to charge an overtime rate (as agreed between the Parties in writing) as a percentage of the daily fee rate on a pro rata basis for each part day or

for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 10.3(b); and

(d) the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.

10.4 The Supplier reserves the right to:

(a) increase the charges for the Services on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Consumer Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Consumer Prices Index;

(b) increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:

(i) any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

(ii) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or

(iii) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.

10.5 In respect of Goods, the Supplier shall invoice the Customer on or at any time after despatch of the Goods for delivery, unless the Goods are to be collected by the Customer, in which event the Supplier shall be entitled to invoice the Customer for the price at any time after the Supplier has notified the Customer that the Goods are ready for collection. In respect of Services, the Supplier shall invoice the Customer on monthly in arrear, or as otherwise agreed.

10.6 The Customer shall (subject to any special terms agreed in writing between the Parties) pay each invoice submitted by the Supplier:

(a) within 30 days of the date of the invoice or in accordance with any credit limits or terms agreed by the Supplier and confirmed in writing to the Customer save that if credit limits or terms are agreed the Supplier may at its option alter or withdraw such credit limits or terms from time to time at the Supplier's absolute discretion (which discretion shall not be subject to review); and

(b) in full and in cleared funds to a bank account nominated in writing by the Supplier (save that the Supplier may in its absolute discretion (if agreed between the Parties in writing) accept cheques, or payment by way of debit card only over the telephone), and

time for payment shall be of the essence of the Contract. Receipts for payment will be issued only upon written request.

10.7 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods or both, as applicable, at the same time as payment is due for the supply of the Services or Goods.

10.8 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 14:

(a) the Supplier shall be entitled at its option cancel the Contract (either in whole or in part) or suspend any further deliveries to the Customer; or

(b) suspend the Contract until due payment is made; and

(c) the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 10.8 will accrue each day at 5% a year above the Bank of England's base rate from time to time, but at 5% a year for any period when that base rate is below 0%.

10.9 In the event of cancellation by the Supplier of any Contract (either in whole or part) by notice in writing to the Customer the Supplier shall be at liberty to sell or otherwise dispose of any Goods which are the subject of any Order, whether or not appropriated thereto, and apply the proceeds of sale to the overdue payment without incurring any liability to the Customer for any loss caused by such delay, suspension or cancellation.

10.10 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10.11 The price to be paid by the Customer together with the additional delivery charges for the Products may be adjusted by the Supplier in its absolute discretion (which discretion shall not be subject to review) upon notice being given by the Supplier to the Customer at any time, as advised.

10.12 Discount levels are set and agreed on an annual basis. Any discounts and/or rebates are at the sole discretion of the Supplier (which discretion shall not be subject to review) and may be withdrawn if certain pre-agreed criteria are not met or if payments are consistently made beyond terms. Approval for any such discounts or rebates, if given, must be approved in writing by the Supplier.

10.13 Notwithstanding any other provision of these Conditions, the Supplier shall not be liable to honour any agreed rebate in circumstances where the Customer has not claimed the benefit of

such rebate within 12 months of the end of the year in question in which the entitlement to such rebate has arisen.

11. Intellectual property rights

11.1 All Intellectual Property Rights in or arising out of or in connection with the Products (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.

11.2 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.

12. Privacy

12.1 In line with Data Protection Legislation, by accepting these terms and conditions, the Customer agrees for the Supplier to handle and store the Customer's data. All information is collected for invoice and delivery purposes and will not be shared with any other third parties. The Supplier may contact the Customer for marketing purposes; the Customer will be given the option to unsubscribe. Stockist contact details will be displayed on the Websites, to unsubscribe from this, please contact, sales@Vortice.ltd.uk.

13. Limitation of liability & Customer Indemnity

13.1 The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess liability.

13.2 References to liability in this clause 13 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

13.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

(a) death or personal injury caused by negligence;

(b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and

(d) defective products under the Consumer Protection Act 1987.

13.4 Subject to clause 13.3:

(a) the Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit or indirect or consequential loss arising under or in connection with the Contract; and

(b) the Supplier's total liability to the Customer 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 the cost of the Goods supplied and/or Services provided under the Contract.

13.5 The Supplier shall not be liable to any person for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with use of or reliance on any recommendations, introductions or information provided by the Supplier in relation to third party suppliers and/or installers.

13.6 The Supplier has given commitments as to compliance of the Goods and Services with relevant specifications in clause 5 and clause 8. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

13.7 The Customer shall (and shall ensure that any third party to whom any Goods may subsequently be supplied) comply with all instructions of the Supplier in relation to the storage, supply, maintenance, servicing and use of the Goods, and the Customer shall keep the Supplier fully and effectually indemnified against all costs, claims, demands, expenses and liabilities of whatsoever nature (other than in respect of death or personal injury arising from the negligence of the Supplier or its servants or agents) and wheresoever arising, including, without prejudice to the generality of foregoing, claims for damage to property and consequential loss (including loss of profit) which may be made against the Supplier or which the Supplier may sustain, pay or incur arising out of or in connection with the Customer's failure so to comply and/or to ensure that any third party to whom any Goods have subsequently been supplied so complies.

13.8 This clause 13 shall survive termination of the Contract.

14. Termination

14.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party not less than three months' written notice.

14.2 If the Customer becomes subject to any of the events listed in clause 14.3, or the Supplier reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to the Supplier, the Supplier may cancel or suspend all further deliveries of Goods or provision of Services under the Contract or under any other contract between the Customer and the Supplier without incurring any liability to the Customer, and all outstanding sums in respect of Goods and/or Services delivered or provided to the Customer shall become immediately due.

14.3 For the purposes of clause 14.2, the relevant events are:

(a) the Customer commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of five days after being notified in writing by the Supplier to do so;

(b) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer;

(d) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer; or

(e) the holder of a qualifying floating charge over the Customer's assets has become entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets; or

a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or

(f) the Customer suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

(g) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

14.4 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:

(a) the Customer fails to pay any amount due under the Contract on the due date for payment; or

(b) there is a change of control of the Customer.

14.5 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 14.3(b) to clause 14.3(g), or the Supplier reasonably believes that the Customer is about to become subject to any of them.

15. Consequences of termination

15.1 On termination of the Contract:

(a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods and Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;

(b) the Customer shall return all of the Supplier Materials and any Deliverables or Goods which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

15.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

15.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

15.4 In the event any Contract is cancelled or determined by the Supplier or the Customer in accordance with its terms, the Customer shall indemnify the Supplier against all losses arising out of such cancellation or determination. Such losses shall be deemed to include loss of profits, the cost of work in progress, labour costs and the cost of any materials or components purchased by the Supplier for use in manufacturing Goods for the Customer which were not so used and which the Supplier will be unable to use in future in the production or manufacture of any other products.

16. Confidentiality

16.1 The Customer shall at all times use all reasonable endeavours to keep the Confidential Information confidential and not to disclose it to any other person and shall not use any Confidential Information for any purpose other than the performance of its obligations under these Conditions provided that this restriction shall not extend to any Confidential Information which:

(a) the Customer is required to disclose to any governmental or other authority or regulatory body unless it has voluntarily accepted such obligation of disclosure;

(b) Is at the date of the contract to which these Conditions apply, or becomes thereafter, public knowledge through no fault of the Customer; or

(c) can be shown by the Customer, to the reasonable satisfaction of the Supplier, to have been known to the Customer prior to its being disclosed to the Customer by the Supplier.

17. Force majeure

17.1 If the Supplier is prevented from fulfilling any order or contract within a reasonable time by a Force Majeure Event, it will notify the Customer of the delay. The Supplier shall be under no liability to the Customer and shall be entitled to extend the time or times for delivery or otherwise performing such contract for so long as such cause of prevention or delay shall continue.

17.2 For the purpose of these Conditions "**Force Majeure Event**" shall be deemed to be any cause affecting the performance of these Conditions arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the party to perform and, without limiting the generality thereof, shall include pandemic, strikes, lock-outs or other industrial action, civil disturbances or war, fire, storm or other natural disaster, impossibility of the use of any means of public or private transport or any action of any governmental or other regulatory authority rendering impossible performance by either party of its obligations under these Conditions.

18. General

18.1 Assignment and other dealings

(a) The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

(b) The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.

18.2 Notices.

(a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this Condition, and shall be delivered personally, sent by pre-paid first-class post, recorded delivery, commercial courier or email to such email address specified to the other party in writing in accordance with this Condition.

(b) Any notice shall be deemed to have been received:

(i) if delivered by hand, at the time the notice is left at the proper address;

(ii) 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; or

(iii) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

(c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18.3 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this clause 18.3 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.

18.4 **Waiver.**

(a) Except as set out in clause 2.10, a waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

(b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

18.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

18.6 **Entire agreement**.

(a) The Contract constitutes the entire agreement between the parties.

(b) Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

18.7 **Third party rights.**

(a) The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

(b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

18.8 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

18.9 **Governing law.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

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

Signed: _____