

TERMS AND CONDITIONS FOR OUT OF WARRANTY REPAIRS, MAINTENANCE AND SERVICING

Please read these terms carefully, as they set out our and your legal rights and obligations in relation to the Services.

1. DEFINITIONS AND INTERPRETATIONS

- 1.1. In these Terms, the following definitions are used but not otherwise defined in this Contract:
- a) "Contract" means a contract between the parties for supply of Services from the Supplier to the Customer under the Terms;
 - b) "Customer" means the customer for the Services as provided by the Supplier;
 - c) "Days" means working days as recognised in England and Wales being Monday – Friday, excluding National or "Bank" Holidays, unless expressly stated otherwise;
 - d) "Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including but not limited to power failures, industrial disputes affecting any third party, government restrictions, disasters, explosions, fires, floods, riots, terrorist attacks, insurrection and wars);
 - e) "Quotation" means the quotation for the cost of Services, which prior to any Contract being formed, which the Customer confirms they have read and agreed to;
 - f) "Services" means the services which may be or have been engaged by the Customer from the Supplier under these Terms in accordance with clause [4.1];
 - g) "Service Charges" means the charge for Services, a quotation for which is sent by the Supplier to the Customer prior to formation of a Contract;
 - h) "Supplier" means IPEC Limited, a limited company incorporated in England and Wales, (registration number 03123703) having its registered office at 2nd Floor, St George's House, 56 Peter Street, Manchester, England, M2 3NQ;
 - i) "Terms" means these terms and conditions of supply which are outlined herein.
- 1.2. The ejusdem generis rule is not intended to be used in the interpretation of these Terms; it follows that a general concept or category utilised in these Terms will not be limited by any specific examples or instances utilised in relation to such a concept or category.
- 1.3. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Contract. Words used in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

2. THESE TERMS

- 2.1. These Terms contain only conditions upon which the Supplier will deal with the Customer, and they govern all Contracts to the exclusion of all other terms and conditions.

3. CONTRACTS

- 3.1. Where a written quote is supplied, each written quotation for the supply of Services is given by the Supplier to the Customers will be deemed as an offer by the Supplier to supply Services to the Customer subject to these terms
- 3.2. In order for a contract to come into force:
- a) The Customer must submit a written request for Services to the Supplier with using the corresponding form available from the Suppliers website (www.ipec.co.uk/support)
 - b) The Supplier must then Submit a written quotation to the Customer; and



- c) The Customer must send to the Supplier its written acceptance of that quotation, together with its written acceptance of these Terms, within 60 Calendar Days of the issue of the quotation;
- 3.3. And upon receipt by the Supplier of Customers written acceptance of the quotation in accordance with this Clause [3.2] a Contract will come into force between the parties.

4. CONTRACT SERVICES

- 4.1. The Supplier shall undertake to carry out servicing and repairs, as well as any associated work as required to fulfil the reasonable requirements of the Customer in line with the Quotation provided.
- 4.2. The Supplier shall perform the Services with reasonable care and skill, in accordance with:
 - a) Generally recognised commercial practices and standards within the industry; and
 - b) All laws and regulations applicable to the Services.

5. SHIPPING

- 5.1. Unless otherwise agreed in writing:
 - a) In respect of returning any products:
 - 5.1.a.(I). The Customer shall be solely responsible for arranging loading, carriage, transport, unloading and insurance for the of any products to be repaired or serviced under the Contract;
 - 5.1.a.(II). The Customer shall be solely responsible for paying the costs relating to loading, carriage, transport, unloading and insurance of any such products;
 - 5.1.a.(III). The Customer shall be solely responsible for paying the cost of all taxes, duties, charges and fees, encumbered against any products by a taxing authority or duly authorised entity;
 - 5.1.a.(IV). If the parties agree that Services under the Contract will be by instalments, each instalment will constitute part of a single Contract, and not separate Contracts.
 - b) In respect of delivery and collection for any products after Services have been carried out:
 - 5.1.b.(I). All products shall be delivered Ex Works (incoterms 2010[®]) to the Supplier's facility in Manchester England, whereupon risk in the products shall be return to the Customer;
 - 5.1.b.(II). The Customer shall be solely responsible for arranging loading, carriage, transport, unloading and insurance for the of any products to be collected under the Contract;
 - 5.1.b.(III). The Customer shall be solely responsible for paying the costs relating to loading, carriage, transport, unloading and insurance of any such products;
 - 5.1.b.(IV). The Customer shall be solely responsible for paying the cost of all taxes, duties, charges and fees, encumbered against any products by a taxing authority or duly authorised entity.
 - 5.1.b.(V). The Customer shall provide the Supplier with evidence of export within 10 days of collection of the products;
- 5.2. Upon receipt of the products, the Customer must inspect the products and ensure they are of acceptable quality following the performance of the Services.
- 5.3. Any date or dates related to the performance of the Services agreed by the Supplier as part of this Contract will not be of the essence to the Contract.
- 5.4. If the Customer fails to arrange the collection of the products on or by the date agreed in the relevant Contract the Supplier may either (at its discretion):
 - a) Store or arrange to store the products and request the Customer to reimburse the cost associated with such storage, including but not limited to, loading, carriage, transport, unloading, insurance and storage of the products;
 - b) Make arrangements for the collection of products on behalf of and at the expense of the Customer;
 - c) After 90 Calendar days if the products are not collected they may be disposed of by the Supplier without further notice, and without remedy to the Customer for such disposal.

6. SERVICE CHARGES

- 6.1. The Supplier may issue an invoice for the Prices under a Contract to the Customer at any time after a Contract has come into force with the Customer under Clause [3.2] of these Terms.
- 6.2. The Supplier may at any time amend the Service Charges by reissuing a further Quotation, should there be found any additional damage, wear or faults which require rectification to ensure that its obligations are met under Clause [4] of this Contract. After an updated Quotation has been issued the Customer may choose to Terminate the Contract under Clause [11], following the procedure outlined therein.
- 6.3. The Customer will pay the Services Charges to the Supplier within 30 days of the date of issue of an invoice issued in accordance with Clause [6.1] and in any event before the products are collected.
- 6.4. All amounts are payable under a Contract are inclusive of value-added and other taxes (except where proven exemptions apply) which will be payable by the Customer (where applicable).
- 6.5. If a Value-Added Tax exemption has been agreed under Clause [6.3] and relevant proof has not been provided per Clause [4.1(b)] the Supplier may:
 - a) Re-issue an invoice inclusive of Value-Added Tax to the Customer, which will require payment immediately on issue to the Customer.
 - b) Request payment from the Customer to reimburse the actual cost of any sanctions, fines, charges or any other fees levied against the Supplier for the waiver of such Taxes.
- 6.6. If the Customer does not pay any amounts properly due to the Supplier under or in connection with a Contract, the Supplier may:
 - a) Detain any products that have been subject to the Services, until such time as the Supplier is in receipt of full and cleared funds, including any charges for late payment;
 - b) Charge the Customer interest on the overdue amount at the rate of 8% per year above the base rate of the Bank of England from time to time (which interest will accrue daily until the date of actual payment, be compounded quarterly, and be payable on demand); or
 - c) Claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts Regulations 2013.
- 6.7. All sums payable to the Supplier under a Contract shall become due immediately on its termination despite any other provisions.
- 6.8. The Supplier and the Customer shall pay all amounts due under this Contract in full without any deduction except as required by law and neither party shall be entitled to assert any credit, set off or counterclaim against the other in order to justify withholding payment of any amount due in whole or in part.

7. WARRANTIES

- 7.1. The Supplier warrants that:
 - a) All repairs will be carried out by a repairer which has been approved by the manufacturer, and to the standards as set out by the manufacturer;
 - b) While in the possession of the Supplier, the products will be kept free from any charge of encumbrance, except where implied in these Terms;
 - c) All repairs will possess a warranty of 90 Days against failure for any parts that were repaired or replaced as part of the Services only. This warranty in no way covers damage or faults which were not subject to repair by the Supplier.
- 7.2. All of the parties' warranties, liabilities and obligations in respect of the subject matter of each Contract are expressly contained within these Terms or elsewhere in the relevant Contract. Subject to clause [9.1] and to the maximum extent permitted by applicable law, no other Terms concerning the subject matter of a Contract will be implied into that Contract or any related contract.

8. COMPLAINTS, CREDITS, AND REPLACEMENTS

- 8.1. If the Customer identifies any damage (not covered by any other Terms of a Contract), the Customer must inform the Supplier in writing within 20 Days of receipt of the products, providing as much detail as reasonably practicable.
- 8.2. The Supplier liability in respect of the Services will cease should:
 - a) The Customer fail to provide notice to the Supplier under Clause [8.1]; or
 - b) The Customer makes further use of any such products after giving notice under Clause [8.1] relating to any damage.
- 8.3. Supplier will promptly and in any event within 20 Days respond to all reasonable enquires and complaints by the Customer relating to the quality, performance and after effects of the Services.
- 8.4. If the Services do not comply with any warranty given by the Supplier under a Contract, the Customer may with prior agreement of the Supplier seek remedy from the Supplier for Services of either (at the discretion of the Supplier):
 - a) Rectification work to restore any products to a reasonably satisfactory condition without charge (excluding the shipping and related charges);
 - b) A note of Credit in respect of the Service Charge for the Services (to be offset against future purchases from the Supplier)
- 8.5. Any products returned under Clause [8.4] must be properly packed and returned to the Supplier at the address confirmed by the Supplier within 30 Days of receipt of the products by the Customer. Any products returned in contravention of this Clause will not be subject to any credits or replacements.

9. LIMITATION OF LIABILITY

- 9.1. Nothing in any Contract will exclude or limit the liability of either party for:
 - a) Death or personal injury caused by that party's negligence;
 - b) Fraud or fraudulent misrepresentation on the part of that party; or
 - c) Any other liability which may not be excluded or limited under applicable law.
- 9.2. Subject to Clause [9.1] the Supplier's liability to the Customer under or in connection with each Contract, whether in contract or tort (including negligence) will be limited as follows:
 - a) The Supplier will not be liable for any: (i) loss of profits, income or anticipated savings, (ii) loss or corruption of any data, database or software, (iii) reputational damage or damage to goodwill, (iv) loss of any contract or commercial opportunity, or (v) indirect, special or consequential (remote or speculative) loss or damage;
 - b) The Supplier will not be liable for any losses arising out of a Force Majeure Event;
 - c) The Supplier's liability in relation to any event or series of related events will not exceed the total amount paid or payable by the Customer to the Supplier under the Contract as far as permitted by applicable law.

10. FORCE MAJEURE EVENTS

- 10.1. Neither Party shall be liable for any failure or delay in performing their obligations where such failure or delay results from a Force Majeure Event;
- 10.2. The party affected by a Force Majeure Event shall use all reasonable endeavours to mitigate the effect of such an event upon the performance of its obligations;
- 10.3. The corresponding obligations of the other party will be suspended to the same extent as those of the party affected by a Force Majeure Event;
- 10.4. If the failure or delay continues for a period exceeding 90 days, either party may terminate or cancel the Services to be carried out under this Contract, as per Clause [11].

11. CONTRACT TERMINATION

- 11.1. Each Contract will come into force in accordance with clause [3] will continue in force until the earlier of:
- The later of completion of: (i) the completion of the Services and collection of the products by the Customer, (ii) the receipt by the Supplier; and
 - The termination of the Contract in accordance with the provisions of this Clause.
- 11.2. A Contract may be terminated in the following circumstances:
- Either party may terminate a Contract immediately by giving written notice to the other party if the other party commits any material breach in any of the Contract terms;
 - The Supplier may terminate the Contract immediately by giving written notice to the Customer if the Customer fails to pay the Supplier any amount due under any Contract by the due date for payment; and
 - The Customer may terminate any Contract immediately for which the Supplier reissues an amended or updated quotation as per Clause [6.2].
- 11.3. Either party may terminate any Contract immediately by giving written notice to the other party if:
- The other party persistently breaches any Terms of the Contract;
 - The other party: (i) is dissolved; (ii) ceases to conduct all (or substantially all) of its business; (iii) is or becomes unable to pay its debts as they fall due; (iv) is or becomes insolvent or is declared insolvent; or (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
 - An administrator, administrative receiver, liquidator, receiver, trustee, manager or similar entity is appointed over any of the assets of the other party.
 - An order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume the obligations of the other party under the Contract);

12. EFFECTS OF TERMINATION

- 12.1. Upon termination or expiry of this Contract:
- The Customer shall immediately pay to the Supplier all outstanding unpaid invoices and interest, and in respect of Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt.
 - Where terminated by the Customer under Clause [11.3.c], the Customer must fulfil its obligations under Clause [5.1.b] immediately.
- 12.2. Termination of a Contract will not affect either party's accrued rights (including accrued rights to be paid, accrued rights to remedy for breach of conditions or warranty) as at the date of the termination.
- 12.3. Other than as set out in this Contract neither party shall have any further obligation to the other regarding this Contract after its termination

13. NOTICES

- 13.1. Any notices (other than legal proceedings) to be delivered under this Contract must be in writing and delivered by pre-paid first-class post or left by hand delivery at the other party's registered or place of business, or sent by email to the other party's main business email address as notified by the sending party. Notices:
- Sent by post will be deemed to have been received, where posted from and to addresses in the United Kingdom, on the second Day and, where posted from or to addresses outside of the United Kingdom, on the tenth Day following the date of posting.
 - Delivered by hand will be deemed to have been received at the time the notice is left at the proper address; and

- c) Sent by email will be deemed to have been received on the next Day after sending.

14. SEVERABILITY

- 14.1. If any provision of the Contract is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of the Contract will continue to be in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted or amended, that part will be deemed to be deleted (or will be amended at the discretion of the Supplier with written consent from both parties), and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties in which case the relevant provision will be deemed as deleted).
- 14.2. If there is a conflict between any provision of this Contract and any applicable legislation (the "Act") the Act will prevail the other provisions of the Contract will continue to be in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted or amended, that part will be deemed to be deleted (or will be amended at the discretion of the Supplier with written consent from both parties), and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties in which case the relevant provision will be deemed as deleted).
- 14.3. In the event that any of the provisions of this Contract is held to be unlawful and/or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the unlawful and/or unenforceable parts had not been included in this Contracts and the remaining provisions had been executed by both Parties subsequent to the expungement of the invalid provision (unless that would contradict the clear intention of the parties in which case the relevant provision will be deemed as deleted).

15. GENERAL

- 15.1. This Contract contains the whole agreement between the parties relating to its subject matter and supersedes all previous Contracts, arrangements and understandings between the parties in relation to the subject matter. Nothing in this clause limits or excluding any liability for fraud or fraudulent misrepresentation;
- 15.2. No breach of any provision in a Contract will be waived except with the express written consent of the party not in breach;
- 15.3. A Contract may not be varied except by a written document signed by or on behalf of each of the parties;
- 15.4. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy;
- 15.5. Unless specifically provided by the parties, nothing in this Contract will establish any employment relationship, partnership or joint venture between the parties, or mean that one party becomes the agent of the other party, nor does this Contract authorise any party to enter into any commitments for or on behalf of the other party;
- 15.6. The Supplier may freely assign its rights and obligations under a Contract without the Customer's consent. Save as expressly provided in this Clause or elsewhere in a Contract, neither party may without prior written consent of the other party assign, transfer, charge, license or otherwise disposes of or deal in a Contract or any other rights or obligations under a Contract;
- 15.7. Each Contract is made for the benefit of the parties and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind or agree any amendments, waiver, variation or settlement under or relating to a Contract are not subject to the consent of any third party;
- 15.8. The Contracts (Rights of Third Parties) act 1999 does not apply to this Contract and no third party has any right to enforce or rely on any provision of this Contract;



15.9. A provision which by its intent or terms is meant to survive the termination of this Contract will do so.

16. GOVERNING LAW AND JURISDICTION

16.1. Contracts will be governed by and constructed in accordance with the laws of England and Wales and the courts of England will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with a Contract.