

EMINOX TERMS AND CONDITIONS OF SALE FOR GOODS (the “Terms”)

Eminox/Supplier: Eminox Limited (CRN: 1349209), The Old Court House, 24 Market Street, Gainsborough, DN21 2BE	
Manufacturing site address: Miller Road, Corringham Road Industrial Estate, Gainsborough, Lincs, DN21 1QB	
Registered VAT No. 310 6184 00	
Orders	Payment Details
How to Order By Telephone: Gainsborough +44 (0) 1427 810088 Email: sales@eminox.com	Bank Transfer: Eminox Limited, Lloyds Bank Ltd, 202 High Street, Lincoln LN5 7AP Sort Code 30-95-05 Account No 0285951
PLEASE NOTE: Purchase Orders must be provided to Eminox before Orders are fulfilled unless otherwise agreed by Eminox.	
Once an Order has been placed and accepted given by Eminox, any enquiries should be sent to: enquiries@eminox.com	

Definitions

“Customer” means the party placing an Order for the purpose of receiving the Goods provided by Eminox, as more particularly identified in the Order. The Customer shall include its permitted assigns and successors.

“Goods” means the tangible items, parts, products, materials, or equipment to be supplied by the Eminox to the Customer under these terms, as specified in the relevant Order.

“Order” means a written or electronic request submitted by the Customer to Eminox for the supply of Goods under these Terms, which sets out the quantity, description, price, and delivery details, and is accepted by Eminox in accordance with these Terms.

Core Terms**1. Price**

- Price of Goods are ex-works nett trade exclusive of VAT.
- Our current minimum order value is £150, excluding VAT or other taxes, unless otherwise agreed with Eminox.
- A fixed, non-refundable £100 surcharge, excluding VAT or other taxes will be applied to all VOR orders regardless of original order value.
- Prices as quoted in the Order shall be fixed, subject to any changes made by the Customer whereby a further quote with the price revision shall be provided by Eminox.

2. Accounts/Terms of Payment

- For non-standard Goods the price is payable in cash on placement of an Order.

- b. For standard Goods unless otherwise agreed payment is cash on collection or delivery (as applicable).
- c. Customer Accounts are at the discretion of Eminox and subject to satisfactory references and will require an application form to be completed prior to account opening.
- d. Strictly net 30 days payment for account Customers.
- e. If any payment due under this Agreement is not received by the due date, the Supplier shall be entitled to charge interest on the overdue amount at a rate of 4% per annum above the Bank of England base rate, accruing daily until payment is made in full.

3. Retention of Title

- a. Title to the Goods shall remain vested in Eminox and shall not pass to the Customer until the Customer has made payment in full of all sums due to the Company, under this or any other agreement between Eminox and the Customer.
- b. So long as the property in the Goods remains vested in Eminox, Eminox shall be at liberty at any time to retake possession thereof and for that purpose to enter upon any premises of the Customer to do so.
- c. The Customer shall not resell, modify or alter in any way or otherwise dispose of the Goods prior to making payment in full and the passing of title to the Goods. If the Customer shall sell, modify or alter or otherwise dispose of the Goods in breach of this condition, the proceeds of any such sale or disposal shall be held on trust for Eminox.
- d. Notwithstanding the foregoing, the Goods shall be at the entire risk of the Customer from the time of delivery.

4. Limited Warranties and Liability

- a. **EXCEPT AS EXPRESSLY STATED IN THESE TERMS, EMINOX MAKES NO WARRANTIES, REPRESENTATIONS, OR GUARANTEES, WHETHER EXPRESS OR IMPLIED, REGARDING THE GOODS SUPPLIED. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE GOODS ARE PROVIDED "AS IS," AND THE BUYER ASSUMES ALL RISKS RELATED TO THEIR USE, INSTALLATION, AND PERFORMANCE. EMINOX DOES NOT WARRANT THAT THE GOODS WILL BE SUITABLE FOR THE BUYER'S INTENDED USE OR FREE FROM DEFECTS NOT EXPRESSLY COVERED BY ANY AGREED WARRANTY.**
- b. If within a period of 12 months from the date of purchase any Goods prove to be defective and such a defect is shown to our satisfaction to have been due to faulty design, materials or workmanship at the time of manufacture, Eminox will at its election repair or replace such Goods or refund for Goods if repair or replacement is not possible. Damage or defects due to misuse, accident, incorrect fitting or worn engine/vehicle mountings are specifically excluded from the terms of this guarantee. We will be responsible for carriage charges within the United Kingdom only. Eminox shall not be liable for any costs of fitting or removal of any Goods nor for any loss of use, loss of profit or other consequential loss or damage.
- c. The remedies expressly set out in clause 4 b are the sole and exclusive remedies available to the Customer for any breach, defect, or failure relating to the Goods supplied under these Terms. No other remedies, whether under statute, common law, or otherwise, shall apply.

5. Drawings, Markings and Goods Specifications

- a. Eminox do not accept responsibility for the accuracy of drawings, patterns or specifications supplied by the Customer and it is for the Customer to determine the suitability of the Goods provided for the intended purpose.
- b. Any descriptions, sizes, dimensions, capacities, weights, etc. are given in good faith for guidance only and are not guaranteed as absolutely correct for the Goods. Further we reserve the right to alter any specification, withdraw or substitute items in our product range without prior notice.

6. Delivery/Despatch

- a. Any delivery dates quoted for the Goods are estimates only and whilst Eminox will use reasonable endeavours to meet such dates, Eminox will not be liable for any delay in delivery howsoever caused and in particular Eminox do not accept liability for any loss of use, loss of profit or other consequential loss arising from any delay.
- b. Unless otherwise agreed in writing, the method of despatch will be at our discretion. The cost of carriage/transport/post will be charged to the Customer. Packing materials and cases are non-returnable and will be charged at cost to the Customer.

7. Loss or Damage to Goods

- a. When the method of delivery is at Eminox's discretion, risk in the Goods will transfer to the Customer at point of delivery.
- b. When Eminox has taken responsibility for delivery to the Customer, Eminox will repair or replace Goods which are damaged or lost in transit at no cost to the Customer provided we receive written notification of such loss or damage within three days of delivery or seven days of receipt of invoice.
- c. When the method of delivery is prescribed by the Customer or the Customer collects the Goods from our works, risk in the Goods will pass at the time of despatch or collection from the Eminox site.
- d. For the avoidance of doubt, the delivery of the Goods shall be made on an Ex Works (EXW) basis in accordance with Incoterms® 2020 unless otherwise agreed between the parties in writing.

8. Intellectual Property

- a. Copyright and all other intellectual property rights in our Goods are reserved to Eminox and neither the Goods nor any drawings supplied by Eminox may be copied without our prior written consent. Eminox gives no warranties with respect to use of the Goods by the Customer.

9. Confidentiality

- a. The seller and buyer agree to keep confidential, and shall not disclose to any third parties, or use for any other purpose than processing a sale or purchase order, any information received in connection with the sale, such as, but not limited to technical, commercial business related, financial or company information. No received confidential information may be copied, reproduced transmitted, communicated or disclosed to a third party without the express written consent of the disclosing party. The receiving party shall use its best efforts to protect all confidential information from unauthorised, negligent or other inadvertent transfer to any third party, and that such protection is at least to the same degree as to which it protects its own confidential information. If so requested, upon

completion of the sale, the receiving party shall immediately return all confidential materials to the disclosing party, including but not limited to any copies of such materials. Confidentiality obligations shall survive the conclusion of any business dealings between the buyer and seller.

10. Default

- a. If the Customer becomes insolvent, is unable to pay their debts as they fall due, enters into liquidation (whether voluntary or compulsory), has a receiver, administrator or similar officer appointed over its assets, or makes any arrangement or composition with its creditors, Eminox shall be obliged to terminate any Order if payment in full has not been made and received in clear funds by Eminox.

11. Limitation of Liability

- a. Insofar as is permitted by the laws of England and Wales, the liability of Eminox (whether in contract, tort, under any warranty, under any indemnity or otherwise) shall not exceed 100% of the price paid under the individual order in respect of which the liability arose.
- b. Neither party shall have any liability under these Terms to the other, whether in contract, tort, under an indemnity or otherwise, for any loss of profit, loss of revenue, loss of business or of business opportunity, diminution of goodwill or for any indirect, consequential, special or pure economic loss suffered or incurred by the other Party, except where such losses arise from gross negligence, wilful misconduct or fraud. Limitations under this heading shall not apply in cases of a breach of confidentiality obligations, infringements of industrial or intellectual property rights, a failure to comply with applicable laws and regulations or when a law or regulatory provision allows exceeding the limitation of liability.

12. Dispute Resolution, Jurisdiction and Governing Law

- a. Any disputes or difficulties which may arise out of these Terms, shall be settled amicably between the parties. In the event that amicable settlement cannot be reached within a reasonable time, 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 this agreement or its subject matter or formation. The language to be used during Arbitration will be English, and the buyer and seller agree that the decision of the arbitrators is final and binding.
- b. The Terms shall be governed by the laws of England and Wales.

13. General

- a. No amendment to these Terms shall be permitted unless agreed in writing and signed by both parties in an Addendum to the Order.
- b. If any provision of these Terms is found to be invalid, illegal, or unenforceable, that provision shall be deemed deleted, but the remaining provisions shall continue in full force and effect.
- c. Eminox shall not be liable if manufacture or delivery is prevented, hindered or delayed by reasons outside of its control, including (but not limited to) any strikes, pandemic, lock-outs or other industrial disputes, difficulty in obtaining labour or materials, breakdown of plant or machinery, interruption of power supplies, government action or any other circumstances outside our control.

- d. The Customer shall comply with all applicable laws and regulations, in particular anti bribery and corruption, prevention of fraud, environmental and diversity laws, and have appropriate policies in place to manage and prevent such non-compliance.