

TERMS AND CONDITIONS OF TRADE

- 1) To the fullest extent legally permissible all dealings between KonNx UK Ltd or its associated business and the Customer implies the acceptance by the Customer of the following Terms and Conditions of Trade, unless otherwise agreed in writing;
- 2) Payments
 - a. To be made by cheque, bank cheque, direct deposit or irrevocable letter of credit established by an UK/European Bank. The payment will not be treated as payment to KonNx UK Ltd or its associated business if dishonoured in any way, despite the issue of a receipt. Additionally, KonNx UK Ltd or its associated business reserves the right to on-charge any fees associated to this dishonour.
 - b. Unless stated on the quote, prices quoted by KonNx UK Ltd or its associated business are strictly net and Goods and Services Tax (GST / VAT) is charged in addition to the quoted price.
 - c. KonNx UK Ltd or its associated business is to receive the full amount invoiced to the Customer, without deduction from bank fees, GST / VAT or any other amount, unless otherwise agreed.
 - d. If KonNx UK Ltd receives or recovers money in respect of debts of the Customer or anyone else, KonNx UK Ltd or its associated business may use it to pay off whichever part of those debts it chooses. Normally allocation would pertain to oldest invoice date first.
 - e. Payment terms are strictly as agreed in writing, or upon reaching the established credit limit, whichever comes first.
 - f. In the event of delay in payment by the due date KonNx UK Ltd or its associated business may, without prejudice to any other remedy, suspend supply or delivery of goods to the Customer until such payment is made and KonNx UK Ltd or its associated business shall be entitled to claim extra expense incurred as a result of the Customers delay.
 - g. Interest may be charged on overdue accounts at KonNx UK Ltd or its associated business discretion and at the rate prescribed by the Late Payment of Commercial Debts (interest) Act 1998 (8% statutory interest plus the current Bank of England base rate)
- 3) While the possession and liability in the Goods passes to the Customer on delivery of the goods to the Customer or collection of the goods by the Customer, legal and equitable ownership of the goods shall not pass to the Customer until payment in full and of all monies owed to KonNx UK Ltd or its associated business are received. KonNx UK Ltd or its associated business reserves the right to enter the Customer's premises (or the premises of any associated person/s or business where the goods are located) without liability for trespass or any resulting damage and retake possession to dispose of products as it sees fit at any time until full payment is received and cleared. In the event that KonNx UK Ltd or its associated business take possession of the goods, these goods are to be in a respectable, re-saleable condition, otherwise the customer is obliged to indemnify KonNx UK Ltd or its associated business to a mutually agreed amount.

4) Limitation of Liability: The Customer agrees to the following:

- a. If a defect in the product or failure of the goods or equipment supplied is established, KonNx UK Ltd or associated business must receive prompt written notification from the Customer. Upon notification from the Customer of this fault and at KonNx UK Ltd's or its associated business discretion, KonNx UK Ltd or its associated business, will subsequently carry out an on-site inspection of the faulty goods or equipment, at the Customer premises. In the event that it is agreed the product is returned to KonNx UK Ltd or its associated business premises, the Customer must promptly return the product at the Customer's expense. The product will then undergo tests, as provided for in clause eleven (11). In the unlikely event that these tests confer a liability upon KonNx UK Ltd or its associated business, this liability is limited to the payment or reimbursement of the transportation costs and the costs of providing replacement; equivalent products or repairing the defects to which under proper use appear therein and arise solely from design, materials or workmanship. This warranty is limited to a period of twelve (12) calendar months and will be completely void should any tests completed by KonNx UK Ltd or its associated business indicate the tampering, in any form, of the product by the Customer.

In respect of goods or equipment not of KonNx UK Ltd or its associated business manufacture, KonNx UK Ltd or its associated business will give the Customer a guarantee equivalent to the guarantee (if any) received by KonNx UK Ltd or its associated business from the supplier of the goods or equipment in respect thereof but not so as to impose on KonNx UK Ltd or its associated business in respect of such goods or equipment a liability greater than that imposed on it.

- b. That to the fullest extent legally permissible KonNx UK Ltd or its associated business shall not be liable for any damages for personal injury and/or any contingent, consequential, direct or indirect, special or punitive damages whether due to negligence or otherwise and the Customer acknowledges this limit of liability and agrees to limit any claim accordingly.
- c. That to the fullest extent legally permissible, any advice, recommendation, information, assistance or service provided by KonNx UK Ltd or its associated business in relation to any business dealings are given in good faith and shall be accepted without liability from KonNx UK Ltd or its associated business and it shall be the responsibility of the Customer to confirm the accuracy and reliability of the same.
- d. That to the fullest extent legally permissible no other term, condition, agreement, warranty, representation and/or understanding whether express or implied, in any way extending to, otherwise relating to or binding upon KonNx UK Ltd or its associated business other than these Terms is made or given by or on behalf of KonNx UK Ltd or its associated business other than by these Terms save and except to the extent otherwise required by law.

5) Cancellations and Returns: The Customer agrees that:

- a. The Customer shall at no time cancel the whole or part of any order it places without KonNx UK Ltd or its associated business prior approval. Cancellation of the whole or any part of an order without prior approval may, at KonNx UK Ltd's or its associated business discretion, incur a fee of ten (10) percent of the gross order value to recover any lost production costs.
- b. The Customer shall not return products without KonNx UK Ltd or its associated business written approval and if Products are not in brand new and unused condition. The Customer must provide KonNx UK Ltd or its associated business with the original documents needed to administer any return, credit or refund.
- c. The Customer agrees to pay KonNx UK Ltd or its associated business a restocking fee of ten (10) percent of the gross order value on returns unless otherwise agreed in writing between the parties involved.

- 6) Orders: It is agreed that:
- a. The supplying of any work by KonNx UK Ltd or its associated business will not begin until the Customer has completed a credit application and all relevant information provided or declarations signed.
 - b. The communication of any form of proposal (quote, order, etc) must be in writing and that KonNx UK Ltd or its associated business has the discretion to choose not to undertake any work without valid documentation being presented to KonNx UK Ltd or its associated business. Some examples of the documentation required by KonNx UK Ltd or its associated business includes, but is not limited to the following; accurate pricing details, accurate item details, accurate dispatch date and details, valid Purchase Order number, GST / VAT requirements, etc. Any documents that KonNx UK Ltd or its associated business consider invalid will not be accepted for processing and will delay the supply of product or work.
 - c. Unless previously withdrawn in writing, the proposal is open to negotiation by the relevant parties and is subject to confirmation at the time of acceptance. Should there be any amendments to the proposal provided to KonNx UK Ltd or its associated business, the Customer must provide written confirmation of any such amendments and KonNx UK Ltd or its associated business are considered at liberty to amend the proposal to cover any increase in cost, which has taken place after acceptance. The order will include only such goods, accessories and works as are specified in this acceptance.
 - d. Each order the Customer places shall be deemed to include a representation that it is solvent and able to pay all of its debts as and when they fall due.
 - e. When any order is placed the Customer shall inform KonNx UK Ltd or its associated business of any facts which might reasonably affect any decision to accept the order and/or grant credit. Any failure to do so shall be deemed to create and constitute an inequality of bargaining position, the taking of unfair advantage of KonNx UK Ltd or its associated business and to be misleading and deceptive and will constitute reasonable basis for prosecution by KonNx UK Ltd or its associated business.
- 1) Packing: Unless otherwise specified in the contract, all packing will be to KonNx UK Ltd or its associated business standard practice and will remain the property of the Customer.
- 2) Drawings, etc: All descriptive matter, weights and dimensions submitted with KonNx UK Ltd or its associated business proposals are approximate only, and the descriptions and illustrations contained in its catalogues, price lists and other advertisement matter are intended to present a general idea of the goods described therein and none of these shall form part of the contract.
- 3) Export Control: Certain items are or may become subject to export control and any contract resulting from communications between KonNx UK Ltd or its associated business and the Customer may be subject to cancellation by KonNx UK Ltd or its associated business in respect of those items if the necessary export control permission is not granted, is suspended or is revoked.
- 4) Delivery:
- a. Delivery will only proceed when KonNx UK Ltd or its associated business deems delivery likely to proceed under its standard procedures. In addition to the delivery, it is standard procedure to subsequently invoice from this delivery date. If any dates or times are quoted by KonNx UK Ltd or its associated business for dispatch, these are to be treated as estimates only. KonNx UK Ltd or its associated business shall not be liable (beyond reasonable control) for any loss or damage, any delay, failure or inability to deliver, however caused. In the unlikely event of a loss suffered, as a direct result of unreasonable care taken by KonNx UK Ltd or its associated business, the liability shall be limited to an amount agreed in writing, between the parties involved. Additionally, if delay in dispatch or completion results, any quoted dates or times shall be extended by a period equal to that of the delay.

- b. If KonNx UK Ltd or its associated business does not receive forwarding instructions sufficient to enable dispatch within fourteen (14) days after notification that the goods are ready for dispatch, the Customer is solely responsible for arranging and paying the cost of suitable storage and any transport involved. Supplementary to these costs, the Customer will be responsible for the payment of the invoiced goods, as determined by the Terms and Conditions of Trade. In this event, KonNx UK Ltd or its associated business shall be under no legal liability for any loss, damage, delay or costs howsoever caused while the goods or equipment are being stored or transported. If facilities permit, KonNx UK Ltd or its associated business may give the Customer the opportunity to arrange for such storage at its premises on terms mutually agreed.
 - c. Unless otherwise mutually agreed, the method of delivery for Customers will be ex-works (KonNx UK Ltd or its associated business or 3PL facility). KonNx UK Ltd or its associated business or 3PL facility shall not be liable for any loss, expense (minor or major) or damage (including damage to goods and all accessories thereto) beyond the point of shipment, nor shall KonNx UK Ltd or its associated business or 3PL facility be under any obligation to give the Customer further notice (statutory or other), should there be any loss or damage.
 - d. KonNx UK Ltd or its associated business may charge for an obstructed delivery to cover KonNx UK Ltd or its associated business reasonable expenses.
- 5) Tests: KonNx UK Ltd or its associated business manufactured products are carefully inspected and submitted to our standard test procedures at our premises before dispatch. If a special test or tests in the presence of the Customer or a representative is required, these unless otherwise agreed, must be made at premises, remote or otherwise, determined by KonNx UK Ltd and will be subject to an additional charge. In the event of any delay by the Customer in attending such tests, KonNx UK Ltd or its associated business will provide seven (7) days notice. At the duration of this notice the tests will proceed in the Customer's absence and shall be deemed to have been made in the Customer's presence.
- 6) Other Terms and Conditions: No terms, conditions or charges sought to be imposed by the Customer upon KonNx UK Ltd or its associated business shall apply. Where there is conflict between the Terms and Conditions of Trade and any other conditions mentioned in or printed on correspondence exchanged between KonNx UK Ltd or its associated business and the Customer, the KonNx UK Ltd or its associated business Terms and Conditions of Trade will prevail.
- 7) Recovery Costs: The Customer shall pay all costs and expenses (including legal costs on an indemnity basis) incurred by KonNx UK Ltd or its associated business and/or its agents in respect of the Customer whether relating to any debt, possession of products and/or otherwise.
- 8) Customer Restructure: The Customer shall notify KonNx UK Ltd or its associated business in writing of any change in its structure and/or management including any change in director, shareholder and/or management and any change in partnership or trusteeship within seven (7) days of the date of any such change.
- 9) Jurisdiction: The Customer agrees that all contracts made with KonNx UK Ltd or its associated business shall be deemed to be made in England, UK and the Customer agrees to submit to the appropriate Court nominated by KonNx UK Ltd or its associated business.
- 10) Credit Limit: To execute all obligations regarding the proposed credit facility, the Customer must provide all appropriate documentation to KonNx UK Ltd or its associated business, including but not limited to the following; a credit limit established, an application signed and personal guarantee/s signed by the business owner/s. KonNx UK Ltd or its associated business may vary and/or withdraw any credit facility at any time at its discretion and without any liability to the Customer or any other party. If any variations do occur, either due to the Customer or KonNx UK Ltd or its associated business, prior written notification will be provided to the interested party and the opportunity to partake in negotiations.

- 11) Credit Information: The Customer irrevocably authorises KonNx UK Ltd or its associated business and its administrative representatives and agents to make such enquiries from time to time as KonNx UK Ltd or its associated business may deem necessary to obtain information and/or to investigate the creditworthiness of the Customer including enquiries with persons nominated as trade references, bankers of the Customer, any other credit provider, any credit information and any property, business and/or solvency information. The Customer by this clause irrevocably authorises the sources to disclose anything about the Customer which is in the source's possession and the Customer agrees that KonNx UK Ltd or its associated business may disclose any information it has about the Customer to any interested person (subject to any obligations KonNx UK Ltd or its associated business may have under the Data Protection Act 2018)
- 12) Security for Payment: As security for all monies payable by the Customer to KonNx UK Ltd or its associated business, the Customer does hereby charge in favour of KonNx UK Ltd or its associated business, the entire Customer's interest in freehold and leasehold property both current and later acquired.
 - a. In acceptance of the credit facility being provided to the Customer, I/We ('the Guarantor/s') agree to guarantee KonNx UK Ltd or its associated business for the payment of any amount owing by the applicant to KonNx UK Ltd or its associated business and indemnify KonNx UK Ltd or its associated business for any loss that it may suffer arising from the granting of credit to the applicant. Where two or more people are party to the Guarantee and Indemnity, they are bound on a joint and inseverable basis. This Guarantee and Indemnity is continuing and irrevocable until expressly released by KonNx UK Ltd or its associated business.
- 13) Defaults: Upon default or breach of the Terms and Conditions of Trade by the Customer, KonNx UK Ltd or its associated business may retain all monies paid, cease further deliveries, recover from the Customer any loss of profits arising and/or at KonNx UK Ltd or its associated business election take immediate possession of products not paid for without prejudice to any other rights KonNx UK Ltd or its associated business may have and without KonNx UK Ltd or its associated business being liable in any way to any person/parties.
- 14) Notice: The Customer agrees that it shall receive notification (in any manner determined by KonNx UK Ltd or its associated business) of any change to these Terms and Conditions of Trade and that the Terms and Conditions of Trade are available upon request at any time. Any new Terms and Conditions of Trade, which may be adopted by KonNx UK Ltd or its associated business, shall bind the Customer. These Terms and Conditions of Trade will be treated as having been adopted immediately and notwithstanding any other purported or pre-existing Terms and Conditions of Trade, which might otherwise have applied.
- 15) Arbitration: All disputes arising in connection with any communication between KonNx UK Ltd or its associated business and the Customer, the dispute shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.
- 16) Contact: KonNx UK Ltd and its associated business are proud of the standing they have with their Customers and are keen to get any feedback, to improve their service and products. So please do not hesitate to contact us.