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Essentra Components Limited: Website Conditions of Sale

Last Updated Date: 22 October 2014

1. General

1.1 This page (together with Seller's [Privacy Policy](#) and [Website Terms of Use](#)) tells Buyer information about Seller and the legal terms and conditions (the “**Conditions**”) on which Seller sells any of the Products listed on Seller's Website to Buyer.

1.2 You will see that some of these Conditions only apply if Buyer is a **consumer** and some apply if Buyer is a **business customer**. Please make sure you read the Conditions carefully so that you know which ones apply to you.

1.3 These Conditions form part of every contract between Seller and Buyer for the sale and purchase of Products (a “**Contract**”). These Conditions apply to all dealings between Seller and Buyer and, **if Buyer is a business customer**, to the express exclusion of any other terms and conditions including any terms and conditions referred to in any negotiations or course of dealing between Seller and Buyer or as set out in Buyer's standard terms and conditions.

1.4 Please read these Conditions carefully and make sure the Conditions are understood before ordering any Products from Seller's Website. If Buyer refuses to accept these Conditions Buyer should not order any Products from Seller's Website and contact Seller.

1.5 **If Buyer is a business customer**, no addition to, or modification of, any provision of a Contract, or any representation, advice or recommendation relating to the Products given by any representative of Seller, shall be binding upon the parties unless made in writing and signed by an authorised representative of each of the parties.

1.6 Buyer's use of Seller's Website is governed by Seller's [Privacy Policy](#) and [Website Terms of Use](#).

1.7 Seller reserves the right to modify these Conditions at any time to reflect changes in how Seller accepts payment from Buyer, changes in relevant laws and regulatory requirements and any other circumstances which are reasonable in Seller's opinion. If



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Seller modifies these Conditions, Seller will post the modification on Seller's Website. Seller will also update the "Last Updated Date" at the top of these Conditions. Every time Buyer orders Products from Seller, the Conditions published on Seller's Website at that time will apply to the Contract between Buyer and Seller.

2. Definitions and Interpretation

2.1 In these Conditions:

"Acceptance Notice" means written notice by Seller to Buyer that an order has been accepted (for the avoidance of doubt, acknowledgement that Seller has received Buyer's order does not constitute acceptance of that order);

"Buyer" means the person who purchases Products from Seller;

"Catalogue" means Seller's catalogue of Products, as published by Seller from time to time including on Seller's Website;

"Export Controls" means all laws, regulations, codes and controls on the import and export of goods and services in and out of a country or relevant administrative area or applied by reason of the country of origin of the Products or part of them, including the United States' Export Administration Regulations, the International Traffic in Arms Regulations, the United Kingdom's and European Union's military and dual-use lists and any similar list each as amended, supplemented or substituted from time to time;

"Group" means any subsidiary and any holding company of Seller and any subsidiary of any such holding company in each case from time to time (the terms 'subsidiary' and 'holding company' shall have the meanings given to them by section 1159 of the Companies Act 2006);

"Intellectual Property Rights" means patents, utility models, rights in invention, copyright and neighbouring and related rights, database rights, moral rights, design rights, trade marks, trade names and get-up, goodwill, know-how, confidential information and other intellectual property rights, whether registered or unregistered and including all applications for the grant of the foregoing and all rights or forms of protection having similar or equivalent effect to any of the foregoing which may subsist anywhere in the world;



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“**Losses**” means all losses, claims, liabilities, costs, charges, expenses and damages of any kind howsoever arising and including direct, indirect, special or consequential loss;

“**Products**” means any goods which are listed in the Catalogue and are sold or to be sold by Seller to Buyer;

“**Restricted Party**” means a person or entity that is listed on, owned or controlled by, or acting on behalf of, a person listed on a Sanctions List, or otherwise a subject of Sanctions;

“**Sample**” means a sample of the Product provided by Seller to Buyer;

“**Sanctions**” means any trade, economic or financial sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by a Sanctions Authority;

“**Sanctions Authority**” means (a) the Security Council of the United Nations; (b) the Department of State, the Department of the Treasury and the Office of Foreign Assets Control of the United States of America; (c) the Council and the Commission of the European Union; (d) Her Majesty's Treasury of the United Kingdom; (e) any other relevant governments, departments, authorities, institutions or agencies;

“**Sanctions List**” means the Specially Designated Nationals and Blocked Persons list maintained by the United States' Office of Foreign Assets Control, the Consolidated List of Financial Sanctions Targets maintained by Her Majesty's Treasury, or any similar list maintained by or public announcement of a Sanctions designation made by, a Sanctions Authority, each as amended, supplemented or substituted from time to time;

“**Seller**” means Essentra Components Limited (Company No: 547495) whose registered office is at Avebury House, 201 - 249 Avebury Boulevard, Milton Keynes, MK9 1AU, United Kingdom, and its successors and assigns;

“**Seller's Website**” means <http://www.uk.essentracomponents.com> or any successor website;

“**Specifications**” means the specifications of the relevant Product as set out in the latest publication of the Catalogue at the time the Product is ordered;

“**Working Days**” means any day other than a Saturday, Sunday or bank or public holiday in England and Wales.



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2.2 In these Conditions: 2.2.1 headings are for convenience only and shall not affect its interpretation; 2.2.2 references to a “**person**” include any individual, company, corporation, firm, partnership, association, organisation, institution, trust or agency, whether or not having a separate legal personality; 2.2.3 words in the singular shall include the plural and vice versa as the context admits or requires; 2.2.4 any reference to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as time to time amended, consolidated, modified, extended, re-enacted or replaced; 2.2.5 the word “including” shall, unless the context otherwise requires, mean “including without limitation”; and 2.2.6 “**in writing**” includes by email or electronic communication.

3. Quotes, Orders and Consumer's Right of Return and Refund

3.1 Seller reserves the right to decline to sell and/or cancel any order of Products to any person or to impose reasonable conditions prior to accepting any order (such as, by way of example, the provision of a valid landline phone number or the prior receipt of cleared funds by Buyer) where Seller considers it reasonably necessary for security or fraud prevention purposes or to comply with any laws or regulations applying to Products in the country of sale, destination or use.

3.2 Should Seller provide Buyer with a quote for Product(s), the quote shall be valid for 30 days from the date of the quote, unless otherwise specified by Seller, but the quote is not binding until an order is accepted by Seller in accordance with condition 3.3.

3.3 Each order for Products placed by Buyer on Seller's Website or otherwise shall be deemed to be an offer by Buyer to purchase the Products specified in the order on the terms and conditions set out in these Conditions. Each order is to contain the quantity and type of Products ordered. An order is not accepted by Seller (and is not binding on Seller) until the earlier of: 3.3.1 Seller issuing Buyer with an Acceptance Notice; and 3.3.2 Seller dispatching the Products to Buyer, however there is no acceptance where the Price of the Products has been incorrectly quoted or referenced by Seller in respect of the order.

Condition 3.4 only applies if Buyer is a business customer.

3.4 Once an order is accepted, no order may be cancelled, varied or suspended by Buyer without the written agreement of Seller.



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Conditions 3.5 to 3.13 only apply if Buyer is a consumer.

3.5 If Buyer is a consumer, Buyer has a legal right to cancel the Contract during the period set out below in condition 3.6 (otherwise known as a "cooling off period"). This means that during the relevant period if Buyer changes his or her mind or for any other reason decides to not keep a Product, Buyer can notify Seller of the decision to cancel the Contract and receive a refund. However, this cancellation right does not apply to made-to-measure or custom-made Products or Products made to Buyer's specification. Further advice about consumer rights to cancel orders is available from the local Citizens' Advice Bureau or Trading Standards office.

3.6 Buyer may cancel a Contract from the date Buyer's order is accepted by Seller, which is the earlier of Seller issuing Buyer with an Acceptance Notice and Seller dispatching the Products to Buyer. If the Products have already been delivered to Buyer, Buyer has a period of 14 calendar days in which to cancel the Contract, starting from the day after Buyer receives the Products.

3.7 To cancel a Contract, you may use Seller's Model Cancellation Form (attached to the Acceptance Note and also made available on Seller's Website). Alternatively, contact Seller in writing to tell Seller of such cancellation by either sending an email to sales@essentracomponents.co.uk or by sending a letter to Langford Locks, Kidlington, Oxon, OX5 1HX or sending a fax to +44 (0)1914 962699. Buyer may wish to keep a copy of the cancellation notification for Buyer's own records. If Buyer sends Seller a cancellation notice (using the [Model Cancellation Form](#) or otherwise) by: email, then the cancellation is effective at the date and time the email is sent; post, then the cancellation is effective two Working Days after posting by first class post; and fax, at the date and time of Buyer's transmission acknowledgement slip or (if lost) on receipt by Seller.

3.8 Buyer will receive a full refund of the price Buyer paid for the Products and any applicable delivery charges Buyer paid for. Seller will process the refund due to Buyer as soon as possible on receipt of the returned Products. If Buyer returned the Products to Seller because they were faulty or misdescribed, please see condition 3.9.

3.9 If Buyer has returned the Products to Seller under this condition 3 because they are faulty or misdescribed, Seller will refund the price of a defective Product in full, any



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applicable delivery charges, and any reasonable costs Buyer incurs in returning the item to Seller.

3.10 Seller will refund Buyer on the credit card or debit card used by Buyer to pay or, if Buyer paid by electronic funds transfer, Seller will refund Buyer to that same bank account used by Seller to pay.

3.11 The following procedure applies if the Contract is cancelled but the Products were delivered to Buyer:

3.11.1 Buyer must return the Products to Seller as soon as reasonably practicable and by no later than 14 days after cancellation of the Contract. If the Products require collection, Seller will collect the Products from the address to which they were delivered. Seller will contact Buyer to arrange a suitable time for collection;

3.11.2 unless the Products are faulty or not as described (in this case, see condition 3.9), Buyer will be responsible for the cost of returning the Products to Seller or, where relevant, the cost of us collecting the Products from Buyer; and

3.11.3 Buyer has a legal obligation to keep the Products in Buyer's possession and to take reasonable care of the Products while they are in Buyer's possession.

3.12 Details of Buyer's legal right to cancel and an explanation of how to exercise it are provided in the Acceptance Notice.

3.13 As a consumer, Buyer will always have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by the returns policy in this condition 3 or these Conditions. Advice about Buyer's legal rights is available from a local Citizens' Advice Bureau or Trading Standards office.

4. Descriptions, Samples and Literature

4.1 Unless otherwise confirmed by Seller in writing, nothing in the Catalogue is to be taken as representation of the source of origin, manufacturer or production of Products or any part of them.



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4.2 All drawings, Specifications and advertising issued by Seller and any descriptions, details or illustrations contained in the Catalogue are published for the sole purpose of giving Buyer an approximate idea of the Products described in them and will not be relied on by Buyer or form part of the Contract except as otherwise expressly provided in these Conditions.

4.3 Any typographical, clerical or other error or omission in the Catalogue, quote, price list, Acceptance Notice, label, packaging, invoice or other document or information issued by Seller may be corrected by Seller, without liability to Buyer, at any time either by correcting any such matter in public or by publishing the correction on Seller's Website or by notifying Buyer in writing and such correction shall be immediately binding upon Buyer.

4.4 Except as otherwise required by law, a Contract shall not be: 4.4.1 a sale by Sample, even if Samples have been provided to Buyer, unless Seller expressly states in the Acceptance Notice that the Contract is to be a sale by Sample; or 4.4.2 a sale by description, even if a description has been provided.

5. Fitness for Purpose and Specifications

5.1 Buyer will undertake appropriate tests to ensure that the Product is fit for all of Buyer's purposes. Subject to condition 5.2, Buyer expressly acknowledges that, irrespective of any guidance provided to it by Seller, in determining whether the Product will be fit for all its purposes, it is not relying on (i) Seller's skill and judgement or (ii) any CAD files or other product specific imagery and information (including technical drawings, product measurements and specifications) which are accessible via the Seller's Website or any website linking to the Seller's Website.

5.2 If Buyer wishes to rely on Seller's skill and judgement in relation to a Product being fit for a particular purpose then prior to placing an order Buyer must expressly advise Seller in writing of the particular purpose and that it wishes to rely on Seller's confirmation rather than conduct its own testing. Seller shall advise Buyer of any additional charges which will apply if such confirmation is given. Buyer shall only be entitled to rely on the Product being fit for a particular purpose if Buyer has provided all the information which Seller would need to undertake the requisite testing and Seller has expressly confirmed in the Acceptance Notice that the Product can fulfil a particular purpose.



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5.3 Seller shall be entitled to make any changes to any Specifications which do not materially affect the quality or performance of the Products.

6. Price

6.1 Subject to condition 6.2, the price of Products shall be the price specified in a quote or, in the absence of a quote, the price set out in the Catalogue at the time the order is accepted (the “**Price**”). In accordance with Seller’s current practice, the Price is inclusive of standard packaging. The Price reflects the limitations on liability set out in these Conditions but, if requested by Buyer, Seller will advise Buyer of the additional costs which would apply if Seller agrees to any variations to such limitations on liability.

6.2 Seller will use reasonable endeavours to ensure that Prices are accurately specified in a quote and in the Catalogue but Seller reserves the right, by giving notice to Buyer at any time before the order is accepted, to increase the Price to reflect any increase in the cost to Seller of supplying any Products which is due to: 6.2.1 any factor beyond the reasonable control of Seller; 6.2.2 any increase in the cost of labour or materials including any storage costs if the Products are not collected or delivered in accordance with the Contract; 6.2.3 any variation requested by Buyer to delivery dates, quantities, Specifications or the scope of Seller’s instructions; 6.2.4 any delay or additional work or materials caused by any instructions, neglect or default of Buyer; or 6.2.5 any failure of Buyer to procure the supply to Seller of adequate and timely information, instructions, or specifications. Prices charged will be those prevailing when an order is accepted.

Condition 6.3 only applies if Buyer is a business customer.

6.3 Unless set out in the Acceptance Notice, the Price is in pounds sterling and is exclusive of any VAT or other taxes or duties and of all costs and charges in relation to non-standard packaging, loading, unloading, carriage and insurance or similar costs, which (if any) shall be paid in addition by Buyer at the time it is due to pay for the Products. Where carriage or other costs to be borne by Buyer are paid by Seller, Seller shall be entitled to immediately render an invoice in respect of such costs.



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Condition 6.4 only applies if Buyer is a consumer.

6.4 Please note that unless otherwise set out in the Acceptance Notice, the Price is in pounds sterling and **does not include** VAT or other taxes or duties. Therefore, VAT will be added to the Price of the Products and paid in addition by Buyer (at the applicable current rate chargeable in the UK for the time being) at the time it is due to pay for the Products. The Price is also exclusive of all costs and charges in relation to non-standard packaging, loading, unloading, carriage and insurance or similar costs, which (if any) shall be paid in addition by Buyer at the time it is due to pay for the Products. Where carriage or other costs to be borne by Buyer are paid by Seller, Seller shall be entitled to immediately render an invoice in respect of such costs.

7. Payment

7.1 Seller shall at its discretion be entitled to invoice Buyer for payment of the Price or any other amounts in advance. Seller reserves the right where Buyer pays for an order in advance, to hold back delivery of goods pending receipt of payment.

7.2 Unless otherwise set out in an Acceptance Notice, Payment of Seller's invoice is due by Buyer (without deduction, discount, abatement or set-off) within 30 days of the date of the invoice, notwithstanding that delivery may not have taken place or that property in the Products has not passed to Buyer. Unless otherwise expressly agreed by Seller, payment shall be made in the same currency as the Price. Time for payment of sums due from Buyer shall be of the essence. No payment will be deemed received until received by Seller in cash or cleared funds.

7.3 Payment is to be made by Buyer by either: 7.3.1 credit or debit card, for which Seller accepts Visa and MasterCard; 7.3.2 electronic funds transfer to the bank account designated by Seller; or 7.2.3 Sterling bankers draft or cheque drawn on a bank in the UK.

7.4 Buyer wishing to open a credit facility with Seller must furnish such information and references as may be requested by Seller and Seller may make a search with a credit reference agency in relation to Buyer. Seller reserves the right in its absolute discretion to grant, refuse or discontinue any credit facilities or reduce or suspend any credit limit at any time.



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7.5 If any sums are not paid on or before the due date for payment, interest will accrue on the amount unpaid, **if Buyer is a business customer**, at the rate for the time being applicable under the Late Payment of Commercial Debts (Interest) Act 1998 (as amended) and, **if Buyer is a consumer**, 2% per annum above Barclays Bank PLC's base rate from time to time, until payment in full is made (both before and after any judgment).

7.6 If Buyer fails to make any payment when due pursuant to these Conditions and/or pursuant to any other contract between Buyer and Seller in accordance with its terms then, without prejudice to any other right or remedy available to Seller (including the right to charge interest pursuant to condition 7.5), Seller shall be entitled to: 7.6.1 terminate the Contract or any other contract between Buyer and Seller; 7.6.2 deduct outstanding sums from any sums owed by Seller to Buyer under the Contract or otherwise; 7.6.3 require Buyer to pay any costs of storage of the Products; 7.6.4 suspend any further deliveries to Buyer under the Contract or any other contract until paid; 7.6.5 resell any Products not yet delivered to Buyer; and/or 7.6.6 retain any sums paid as deposit for the Products.

8. Delivery

8.1 Unless otherwise agreed in writing, Products will be sent to Buyer by a carrier service chosen by Seller, acting reasonably. Delivery of the Products to Buyer shall be effected by Seller delivering the Products to the carrier or by collection by the carrier. Thereafter, transport of such Products shall be subject to the carrier's conditions which shall be notified to Buyer, if Buyer requests, and, **if Buyer is a business customer**, Seller shall have no liability for the acts or omissions of the relevant carrier, unless otherwise agreed with Buyer. Seller may deliver Products early. Seller shall be under no obligation under section 32(2) of the Sale of Goods Act 1979 nor be required to give notice under section 32(3) of the Sale of Goods Act 1979.

8.2 Where it is agreed in writing that the Products shall be delivered by a method other than that referred to in condition 8.1 then delivery shall be effected: 8.2.1 where the Products are to be collected by Buyer from Seller's premises, by Seller notifying Buyer that the Products are ready for collection; 8.2.2 where the Products are delivered by Seller, by Seller delivering the Products to the address nominated by Buyer for delivery; or 8.2.3 where the Products are to be transported by a third party, by collection by or delivery to that third party of the Products.



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8.3 Any periods of time or dates quoted for delivery of the Products are estimates only. Seller will use its reasonable endeavours to deliver the Products by the estimated delivery date set out in the Acceptance Notice. Unless otherwise agreed between Seller and Buyer, goods will be delivered without undue delay and in any event within 30 days. If Seller is unable to meet the estimated delivery date because of an event outside Seller's control, Seller will contact Buyer with a revised estimated delivery date.

Condition 8.4 only applies if Buyer is a consumer.

8.4 Delivery will be completed when Seller delivers the Products to the address Buyer gave Seller. If no one is available at Buyer's address to take delivery, Seller will leave Buyer a note that the Products have been returned to Seller's premises, in which case, please contact Seller to rearrange delivery.

Conditions 8.5 to 8.9 only apply if Buyer is a business customer.

8.5 Seller shall not be liable for any delay in delivery of the Products. Seller may deliver up to 10 percent more or 10 percent less than the quantity of Products specified in the order and Buyer shall accept such variation in quantity and shall pay the Price as adjusted to reflect such variation in quantity. The quantity of any consignment of Products, as recorded by Seller, on dispatch from Seller's premises, shall be conclusive evidence of the quantity received by Buyer on delivery, unless Buyer can provide conclusive evidence to the contrary.

8.6 Seller shall not be responsible for any Losses incurred or suffered by Buyer as a result of a failure to deliver the Products or for short delivery unless Buyer has informed Seller in writing within ten Working Days from the estimated date of delivery in relation to a failure to deliver or on the actual date of delivery in relation to a short delivery. In any event, subject always to condition 12, where for any reason Seller is liable to Buyer, Seller's liability shall be limited to: 8.6.1 the amount by which the price in the cheapest available market of similar goods to replace those not delivered exceeds the Price of the Products not delivered; or 8.6.2 if there is no such market, an amount equal to the Price applicable in respect of the Products not delivered.



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8.7 Where Buyer fails to take delivery of the Products or fails to give Seller adequate delivery instructions in advance of the time stated for delivery (otherwise than by reason of any cause beyond Buyer's reasonable control or by reason of Seller's neglect or default) then the Products shall be deemed to have been delivered at the time stated for delivery and, without prejudice to any other right or remedy available to Seller, Seller may: 8.7.1 store the Products until actual delivery and charge Buyer for the reasonable costs (including insurance) of storage, if applicable but without any obligation on Seller to procure insurance; or 8.7.2 where Buyer has failed to take delivery of the Products on or before the fifth Working Day following the intended day for delivery, sell the Products at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) shall account to Buyer for the excess over the Price or invoice Buyer for any shortfall below the Price.

8.8 Where the Products are to be delivered in instalments, each delivery shall constitute a separate obligation and neither any failure by Seller to deliver nor any claim in respect of any one or more instalments by Buyer shall entitle Buyer to treat the Contract as a whole as repudiated.

8.9 If, upon delivery of the Products, Buyer discovers that it has incorrectly ordered those Products, Seller's standard handling charge from time to time will be payable by Buyer if Seller agrees (at its sole discretion) to accept return of those Products (at Buyer's risk).

9. No International Delivery

9.1 Seller does not deliver Products to addresses outside the United Kingdom, Guernsey, Jersey, Bulgaria, Croatia, Greece, Ireland, Israel, Russian Federation, Tunisia and the United Arab Emirates (the "**Territories**"). Seller may place an order for Products outside the Territories, but this order must be for delivery to an address in the Territories.

10. Risk and Property in the Products

10.1 Products supplied by Seller shall be at Buyer's risk when the Products are unloaded from Seller's carrier at Buyer's premise or, where the Products are collected by Buyer from Seller's premise, immediately upon collection and so Buyer should arrange appropriate insurance from that point.



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10.2 Title (legal and beneficial) in all Products supplied or sold by Seller shall be retained by Seller until the earlier of: 10.2.1 Seller having received in either cash or cleared funds all sums due in respect of the Products and on any account whatsoever from Buyer to Seller; or 10.2.2 (on an item by item basis) the Products having been used or incorporated into other products in the ordinary course of business.

Conditions 10.3 and 10.4 only apply if Buyer is a business customer.

10.3 Until such time as the property in the Products passes to Buyer, Buyer must: 10.3.1 hold such Products (on a fiduciary basis for and on behalf of Seller) as Seller's bailee and act in good faith to protect Seller's interests in the Products; 10.3.2 store such Products (at no cost to Seller) separately from all other goods of Buyer in such a way that such Products remain identifiable as property of Seller and shall not mix them with any other goods; 10.3.3 not pledge or allow any lien, charge, or other interest to arise over the Products or their documents of title; 10.3.4 not destroy or deface any identifying marks on such Products or relevant packaging and maintain such Products in satisfactory condition; and 10.3.5 keep such Products insured on Seller's behalf and in the event of any claim hold the proceeds of such insurance on trust for Seller.

10.4 Seller shall be entitled at any time to require Buyer to deliver up any Products to Seller prior to title in the Products passing to Buyer. Buyer grants Seller and its agents consent at any time to enter any premises where the Products are stored to inspect or, if Buyer has failed to deliver up possession when requested by Seller, to repossess the Products.

11. Quality of Products

11.1 Subject to this condition 11, Seller warrants that on delivery all Products will be of satisfactory quality. A Product will be deemed to be of satisfactory quality if: 11.1.1 in relation to a sale by Sample, the Product complies with the Sample in all material respects (subject to any tolerances or other variations reflected in any Specifications or guidance notes supplied by Seller in relation to the Sample, which Seller confirms is applicable to the Contract); or 11.1.2 in all other cases, the Product complies with its Specifications in all material respects.

11.2 The warranty contained in condition 11.1 shall not apply unless: 11.2.1 in respect of defects that are apparent on inspection of the Products, Buyer notifies Seller, in writing, setting out in reasonable detail the nature of the breach of warranty within 30 days after



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the delivery of the Products; or 11.2.2 in relation to defects that are not apparent on inspection of the Products, Buyer notifies Seller in writing setting out in reasonable detail the nature of the breach of warranty within 14 days after the defect became apparent or ought to have become apparent to Buyer, and in any event within 12 months of the date of delivery of the Products; 11.2.3 after receiving such notice of the defect, Seller is given reasonable opportunity to inspect the Products and, at Seller's request (acting reasonably), the Products are returned to Seller's place of business (at Buyer's risk) for the purpose of inspection; and 11.2.4 the total price for the Products has been paid by Buyer.

11.3 Seller shall not be liable for any breach of any warranty in condition 11.1 if: 11.3.1 the Product conforms to its Specifications, or if applicable Sample, in all material respects (subject to, in respect of a sale by Sample, any tolerances or other variations reflected in any Specifications or guidance notes supplied by Seller in relation to the Sample, which Seller confirms is applicable to the Contract); 11.3.2 the breach was caused directly or indirectly by Buyer's breach of these Conditions; 11.3.3 the breach was caused directly or indirectly by the acts or omissions of any persons not expressly authorised by Seller, including repairs, additions or changes made to the Products by or on behalf of Buyer; 11.3.4 the breach was caused directly or indirectly by parts, materials or equipment incorporated into a Product but not manufactured by Seller, in respect of which Buyer shall only be entitled to the benefit of any such warranty or guarantee as was given by the manufacturer to Seller and which is capable of being assigned to Buyer (at Buyer's cost); 11.3.5 Buyer makes further use of or resells the Products after giving notice of a defect or fails to comply with Seller's reasonable instructions in relation to a Product hold or recall; or 11.3.6 the breach was caused directly or indirectly by environmental conditions or use or storage or handling of the Products outside the parameters of its Specifications or instructions supplied by Seller or by any matter specifically excluded by Seller by notice in writing including carelessness, mishandling, operating errors, vandalism or unforeseen events.

Conditions 11.4 and 11.5 only apply if Buyer is a business customer.

11.4 Subject to conditions 11.2 and 11.3 and, where Products or parts thereof returned to Seller are found, in the reasonable opinion of Seller, not to conform with the warranty contained in condition 11.1 or any other warranties, quality standards or conditions implied by law, Seller shall discharge any liability in full by, at its sole discretion, repairing or replacing the whole or part of all or any of the Products or refunding the



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Price of the non-conforming Products. Any Products which have been so replaced shall be owned by Seller.

11.5 To the extent permitted by law and subject to condition 12.4 and 12.5, the remedy contained in condition 11.4 shall be the sole extent of Seller's liability arising out of or in connection with any claim relating to the quality the Products.

Condition 11.6 only applies if Buyer is a consumer.

11.6 The warranty contained in condition 11.1 and any other warranties, quality standards or conditions which apply in a Contract, are in addition to Buyer's legal rights in relation to Products that are faulty or not as described. Advice about Buyer's legal rights is available from a local Citizens' Advice Bureau or Trading Standards office.

11.7 Buyer shall comply with all reasonable instructions of Seller in relation to any Product hold or Product recall campaign organised in respect of the Products or any other corrective action reasonably taken by or on behalf of Seller in respect of the Products after delivery to Buyer.

12. Limitation of Liability if Buyer is a business customer

Condition 12 only applies if Buyer is a business customer

12.1 For the purposes of this condition 12: "**Claim**" means a claim arising out of or in connection with the supply of any Products to Buyer or as a result of breach of these Conditions or of any duty of any nature whatsoever by Seller or pursuant to any use made by Buyer or resale by Buyer of any Products (or of any product incorporating any of the Products) or as a result of any representation, statement, act or omission including negligence arising under or in connection with these Conditions or a Contract.

12.2 Subject to condition 12.5, Seller's aggregate liability (including any liability for the acts or omissions of its employees, agents, sub-contractors or other members of its Group) to Buyer for all Claims whether arising in contract, tort (including negligence or breach of a statutory duty), misrepresentation, restitution or otherwise shall be limited as follows:

12.2.1 Seller's aggregate liability for a Claim in relation to any single item of Product shall be limited to the Price payable by Buyer for that item; and



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12.2.2 Seller's aggregate liability to Buyer for all other Claims brought in any calendar year shall be limited to the total amount paid by Buyer to Seller for Products during that calendar year.

12.3 Subject to condition 12.5, Seller shall not be liable to Buyer or any other party for any (a) indirect losses, (b) economic loss, (c) loss of profits or anticipated profits, (d) loss of anticipated savings, (e) loss of business or of expected future business, (f) damage to reputation or goodwill, or (g) consequential loss, compensation or damage whatsoever, however caused, which arises in connection with the supply of Products or related services by Seller, in each case whether direct or indirect or consequential and, whether such losses are suffered by Buyer or by any other party.

12.4 Unless otherwise expressly provided in these Conditions all implied warranties, terms and conditions (save for the conditions implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession)) are excluded from a Contract to the fullest extent permitted by law and, subject to condition 12.5, Seller will not be liable to Buyer for any loss of any kind whatsoever which arises out of the breach of implied warranties, terms or conditions, or breach of any duty of any kind imposed on Seller by operation of law.

12.5 Nothing in these Conditions shall exclude or limit Seller's liability in respect of any death or personal injury caused by its negligence, or in respect of liability for defective products under the Consumer Protection Act 1987 or in respect of any liability which arises under any safety regulation made under the Consumer Protection Act 1987 or for fraudulent misrepresentation or for any other liability to the extent that it may not be so excluded or limited by law.

12.6 If Buyer becomes aware that any third party has made or appears likely to make any claim against Buyer in respect of the Products (including as to defects in them or rights infringed by them) it shall: 12.6.1 promptly notify Seller of such claim or circumstance; 12.6.2 promptly provide such assistance to Seller and take such action as Seller may request to avoid, dispute, defend, mitigate, resist, appeal or compromise such claim or circumstance including to allow Seller to take full control of any proceedings or negotiations in connection with the claim; and 12.6.3 not settle or compromise, make any admissions, nor agree any matter in the conduct of any dispute, without the prior written approval of Seller.



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12.7 Buyer acknowledges that the limitations of liability set out in these Conditions are reasonable and reflect the commercial intentions of the parties in the context of the anticipated earnings of Seller under a Contract and any other contracts and the ability of Buyer to protect itself through insurance. Seller may be willing to vary the limitations on liability in relation to specific Products if requested by Buyer subject to Buyer bearing the additional costs as notified to it by Seller.

13. Limitation of Liability if Buyer is a consumer

Condition 13 only applies if Buyer is a consumer

13.1 If Seller fails to comply with these Conditions, Seller is responsible for loss or damage Buyer suffers that is a foreseeable result of Seller's breach of these Conditions or Seller's negligence, but Seller is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of Seller's breach or if it was contemplated by Buyer and Seller at the time the Contract was entered into.

13.2 Seller only supplies the Products to Buyer for domestic and private use. Buyer agrees not to use the Product for any commercial, business or re-sale purposes, and Seller has no liability to Buyer for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13.3 Nothing in these Conditions excludes or limits Seller's liability to Buyer in respect of any death or personal injury caused by its negligence, or in respect of liability for defective products under the Consumer Protection Act 1987 or in respect of any liability which arises under any safety regulation made under the Consumer Protection Act 1987, or any breach of these Conditions implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession) or section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples), or for fraudulent misrepresentation or for any other liability to the extent that it may not be so excluded or limited by law.



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14. Events Outside Seller's Control

14.1 Without prejudice to any other provision of these Conditions, Seller will not be in breach of the terms of a Contract for any delay in performing, or failure to perform, its obligations under the Contract if that failure or delay was due to any cause or circumstance beyond Seller's reasonable control, which shall, without limiting the generality of the term, include war or other action of military forces, terrorism, riot, civil commotion, sabotage, vandalism, accident, break down or damage to machinery or equipment, fire, flood, acts of God, strike, lock-out or other industrial disputes or shortage of materials at the market rates existing when the Contract is made, legislative or administrative interference (including, for example, Sanctions, embargos and Export Controls) or was due to any failure, neglect or delay on the part of Buyer or its agents or representatives.

14.2 Seller reserves the right to defer the date of delivery or to terminate the Contract or reduce the volume of the Products ordered by Buyer (without liability to Buyer) if it is prevented from or delayed in the carrying on of its business due to an event referred to in condition 14.1 occurring, provided that where the event in question continues for a continuous period in excess of 30 days either party shall be entitled to give notice in writing to the other to terminate the Contract with no liability due to or by either party.

15. Termination if Buyer is a business customer

Condition 15 only applies if Buyer is a business customer

15.1 Without affecting any other rights and remedies, Seller may immediately terminate the Contract if: 15.1.1 Buyer breaches any term of any contract with Seller; 15.1.2 Buyer makes any composition or voluntary arrangement with its creditors or any step, application, order, proceeding or appointment is made or taken by or in respect of Buyer (including the making of an application or the giving of any notice) by Buyer or any other person for a distress, execution, winding up, dissolution, or to appoint an administrator of Buyer or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction); 15.1.3 an encumbrance takes possession, or a receiver (administrative or otherwise) is appointed, of any of the property or assets of Buyer; or Buyer ceases, or threatens to cease, to carry on business; or 15.1.4 Seller reasonably apprehends that any of the events mentioned in conditions 15.1.2 or 15.1.3 above is likely to occur in relation to Buyer and notifies Buyer accordingly.



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15.2 Where Seller terminates the Contract in accordance with conditions 7.6 or 15.1 then, without prejudice to any other right or remedy available to Seller: 15.2.1 Seller shall be entitled to terminate any other contract or suspend any further deliveries under the Contract or any other contract; 15.2.2 where the Products have been delivered, but not paid for, subject to condition 7.4, Buyer's right to possession shall terminate and Seller may dispose or use any of the Products as it wishes; and 15.2.3 the Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

15.3 Termination of the Contract, for whatever reason, shall not affect any of its provisions which are intended to continue to have effect after it has come to an end, including conditions 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21.

16. Indemnity if Buyer is a business customer

Condition 16 only applies if Buyer is a business customer

16.1 Without prejudice to Seller's other rights and remedies, Buyer shall indemnify and keep indemnified Seller, its Group and its employees and agents on demand in full against any Losses incurred or suffered as a result of: 16.1.1 cancellation, variation or suspension of an order by Buyer pursuant to condition 3.4; 16.1.2 any claim brought by any third party in respect of Losses, injury or damage caused by any Products which, following delivery, have been subjected to any use other than the authorised use for the Products (being the use for which the Products are commonly supplied) or modified or repaired by a person other than Seller; 16.1.3 any termination pursuant to conditions 7.6 or 15.1; and any breach of condition 18.

17. Intellectual Property Rights

17.1 Except as expressly provided by these Conditions, Seller and/or Seller's Licensors shall own all Intellectual Property Rights in the Products, Catalogue and any materials accessed by, or provided to, Buyer (including documentation, technical drawings and CAD files) ("**Materials**") from time to time.



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17.2 Buyer is not granted any rights or licence in respect of the Products, other than the right to use or resell the Products in Buyer's ordinary course of business and otherwise in accordance with the terms and conditions of the Contract.

17.3 Seller grants to Buyer a limited, non-exclusive, non-transferable license, without the right to sublicense, to access and view and (unless shown as not permitted) download and print the Catalogue and Materials in each case solely for Buyer's personal purposes.

17.4 Buyer shall not use, copy, adapt, transmit, distribute, modify, publish, reverse engineer, create derivative works based upon, distribute, licence, sell, transfer, publically perform, broadcast, communicate to the public or otherwise exploit the Catalogue or Materials except as expressly permitted in these Conditions or otherwise without Seller's prior written consent.

18. Export Controls and Sanctions

18.1 Buyer warrants and represents that neither it, nor any of its Group, nor any directors, officers or employees of any of its Group: 18.1.1 is a Restricted Party or is engaging in or has engaged in any transaction or conduct that could result in it becoming a Restricted Party; 18.1.2 has engaged or is engaging, directly or indirectly, in any trade, business or other activities with, for the benefit of, or on behalf of, any Restricted Party; 18.1.3 has violated or is violating applicable laws, statutes, regulations and codes relating to Export Controls or Sanctions.

18.2 Buyer acknowledges that some of the Products, their components and technologies may be subject to Export Controls and Sanctions. Buyer shall: 18.2.1 comply with Export Controls and Sanctions applicable to both the Seller and the Buyer; 18.2.2 not export, re-export, transfer or trade, directly or indirectly, with or to any Restricted Party nor any person or entity incorporated or located in any country subject to Sanctions; 18.2.3 obtain at its cost any licence, permit, notification or authorisation required to sell, export, re-export, transfer or import the Products, their components and technologies; 18.2.4 ensure that the end-use of the Products will not breach any Export Controls or Sanctions, including weapons of mass destruction and military end-use controls.



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19. If Buyer is a consumer

Condition 19 only applies if Buyer is a consumer

19.1 If Buyer is a consumer, Buyer may only purchase Products from Seller's Website if Buyer is at least 18 years old.

19.2 As a consumer, Buyer has legal rights in relation to Products that are faulty or not as described. Advice about Buyer's legal rights is available from a local Citizens' Advice Bureau or Trading Standards office. Nothing in these Conditions will affect these legal rights.

19.3 This Contract is between Buyer and Seller. No other person shall have any rights to enforce any of its conditions.

19.4 These Conditions are governed by English law. This means a Contract for the purchase of Products through Seller's Website and any dispute or claim arising out of or in connection with it will be governed by English law. Buyer and Seller both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if Buyer is a resident of Northern Ireland Buyer may also bring proceedings in Northern Ireland, and if Buyer is a resident of Scotland, Buyer may also bring proceedings in Scotland.

20. If Buyer is a business customer

Condition 20 only applies if Buyer is a business customer

20.1 If Buyer is not a consumer, you confirm that you have authority to bind any business on whose behalf you use Seller's Website to purchase Products.

20.2 The Contract contains the entire agreement and understanding of the parties and supersedes all prior agreements, understandings or arrangements (both oral and written) in respect of the Products (save that neither party seeks to exclude liability for fraudulent pre-contractual misrepresentation upon which the other party can be shown to have relied). Buyer acknowledges that it is entering into the Contract without reliance on any undertaking, warranty, or representation given by or on behalf of Seller, other than as expressly contained in these Conditions, provided that nothing in these Conditions shall limit or exclude the liability of Seller for fraud or fraudulent misrepresentation.



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20.3 Save in respect of the rights, indemnities or warranties expressly stated to be given in favour of the Group, or Seller's agents, all of which shall accrue directly for such party's benefit, the parties to the Contract do not intend that any term of the Contract will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it. No person shall have any rights relating to any extension, waiver and/or amendment to the Contract including but not limited to, any rights to approve any extension, waiver and/or amendment to the Contract.

20.4 The Contract shall be governed by the laws of England and Wales. Any dispute shall be referred to the exclusive jurisdiction of the English Courts save that Seller shall retain the right to bring proceedings against Buyer in any other court.

21. Other important terms

21.1 Seller may perform any of its obligations or exercise any of its rights under a Contract by itself or through its subcontractors or agents or any member of its Group, but this will not affect Buyer's rights or Seller's obligations under these Conditions. Any act or omission of any of Seller's subcontractors or agents or members of its Group will be an act or omission of Seller and will be subject to the exclusions or limitations on liability set out in these Conditions. Buyer will not transfer, assign or sub-contract any of its rights or obligations under the Contract without Seller's prior written consent and in any event shall remain responsible for the performance of the Contract by any transferee, assign or sub-contractor.

21.2 Any notice shall be in writing and addressed to the other party at, in the case of Seller, Langford Locks, Kidlington, Oxon, OX5 1HX, fax number +44 1865 844488, or email address sales@essentracomponents.co.uk and in the case of Buyer at its registered address or such other address as may at the relevant time have been notified to Seller. Hand delivered notices shall take effect immediately; postal notices, two Working Days after posting by first class post; notice sent by fax, at the date and time on the sender's transmission acknowledgement slip or (if lost) on receipt; and notice sent by email, at the date and time the email is sent (unless an out-of-office message is received by the sending party).

21.3 If Seller fails to insist that Buyer perform any of Buyer's obligations under these Conditions, or if Seller does not enforce Seller's rights against Buyer, or if Seller delays in doing so, that will not mean that Seller has waived its rights against Buyer and will not



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mean that Buyer does not have to comply with those obligations. If Seller does waive a default by Buyer, Seller will only do so in writing, and that will not mean that Seller will automatically waive any later default by Buyer.

21.4 Each of the paragraphs of these Conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

21.5 Seller will not file a copy of the Contract between Buyer and Seller.