These Conditions apply to all the Company’s sales and any variation to these Conditions must be in writing and signed by a Director of the Company.

The personal data that you give to us under these terms and conditions and any contract entered into between the Company and the Buyer is intended to be processed by Pexa Ltd to supply the Goods to the Buyer under the terms of the Contract and the Buyer’s compliance with the claims procedures in accordance with these Conditions as may be agreed between the Company and the Buyer from time to time; Pexa Ltd is registered in England and Wales under company number 06913619 and its registered office is at Towngate House, 2-8 Parkstone Road, Poole, Dorset, BH15 2PW. Any contract between the Company and the Buyer for the sale and purchase of Goods; the Buyer will not be considered a waiver of any of its rights under a Contract. If this Condition 13 applies, the Company may in its absolute discretion suspend all further deliveries of Goods, and/or terminate a Contract, without liability on its part. The Company reserves the right to defer the date of delivery or to cancel the Contract without liability or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from delivering the Goods or any part of them by any cause beyond its control (including, without limitation, acts of God, governmental action, war, civil commotion, strike, lock-out or other industrial disputes or any other causes beyond the reasonable control of the Company) including, without limitation, acts of God, governmental action, war, civil commotion, strike, lock-out or other industrial disputes or any other causes beyond the reasonable control of the Company. If the Buyer makes any amendments to its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation, or if an encumbrancer takes possession of, or a receiver is appointed over, any of the property or assets of the Buyer or if an application for any of the foregoing events has been made or if the Buyer becomes insolvent or is declared to be insolvent by a court of competent jurisdiction, then the Company may in its absolute discretion suspend all further deliveries of Goods (even if caused by the Company’s negligence) unless written notice is given to the Company within 5 working days of the date of delivery of the invoice. The Company’s place of business shall be conclusive evidence of the quantity delivered. If the Goods are damaged beyond use during transit by a Carrier nominated by the Company prior to the Goods being delivered by the Company pursuant to Condition 3, the Company will have no liability with regard to any claim in respect of which the Buyer has not complied with the claims procedures in these Conditions. The Company will make delivery of the Goods by making the Goods available for collection by the Buyer at the Buyer’s place of business and the Buyer must ensure that the Buyer’s representatives will be available to receive the Goods on the same working day as the Goods are available for collection by the Buyer. In the event of the Company’s bankruptcy or liquidation or any similar event, these Conditions shall be deemed to be a contract for the supply of Goods for the terms and conditions contained herein only.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Application of Terms

2.1 Subject to any variation under condition 2.2 a Contract will be on these Conditions to the exclusion of all other terms (whether oral or written) to the extent that they purport to apply under any purchase order, confirmation of order, specification or other document.

2.2 These Conditions apply to all the Company’s sales and any variation to these Conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a Director of the Company.

3. Delivery

3.1 Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be of the essence by reason of this. If the Buyer’s right to possession of the Goods has not passed to the Buyer, the Buyer must ensure that the terms of its order and any applicable specification are complete and accurate.

4. Risk/TITLE

4.1 All risks are at the risk of the Buyer from the time of delivery pursuant to Condition 3.

4.2 Ownership of the Goods shall not pass to the Buyer until the Company has received in full (in cleared funds) all amounts the Buyer will pay to the Company, in addition to the price for the Goods, when it is due to pay for the Goods.

5. Payment

5.1 Unless otherwise agreed by the Company in writing the price for the Goods shall be the price set out in the Company’s written acknowledgement of order issued in accordance with Condition 2.4.

5.2 The price for the Goods shall be exclusive of any value added tax which amount the Buyer will have to pay in addition when it is due to pay for the Goods.

6. Payment

6.1 Payment terms in respect of the price for the Goods is due in accordance with the payment terms set out in the Credit Account Application.

7. Goods damaged in Transit

7.1 Subject to the remaining provisions of this Condition and providing that the Buyer complies with Condition 10.1 and 10.2, if the Buyer is not satisfied with the quality or condition of the Goods which have been damaged during transit by a Carrier nominated by the Company prior to the Goods being delivered by the Company pursuant to Condition 3, the Company will undertake fully to investigate the cause of such damage and the Buyer will replace the Goods or refund to the Buyer all payments made by the Buyer applicable to the damaged Goods.

8.2 Any claim that the Goods have been damaged must be notified to the Buyer by the Company within 24 hours of the Buyer taking possession of them, containing full details of the claim.

8.3 The Company must be afforded a reasonable opportunity and facilities to investigate any claims made under this Condition. The Buyer, if so requested by the Company, must promptly return the Goods the subject of any claim, securely packed and carriage paid, to the Company for examination and in any event must cease to use the Goods.

8.4 The Company will have no liability with regard to any claim in respect of which the Buyer has not complied with the claims procedures in these Conditions.

9. Limitation of Liability

9.1 Subject as expressly provided in these Conditions all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from any contract between the Company and the Buyer. Nothing in these Conditions excludes or limits the liability of the Company for:

9.1.1 death or personal injury caused by the Company’s negligence;

9.1.2 fraud or fraudulent misrepresentation by the Company’s negligence;

9.1.3 in any event, the Company shall not be liable to the Buyer for:

9.1.3.1 any indirect or consequential loss, damage, costs, expenses or other claims for consequential compensation; or

9.1.3.2 any loss of profit, business, contracts, good will, revenues or expected savings whatsoever (however caused) which arise out of or in connection with a Contract.

10. Compliance with Law

10.1 The Buyer waives to the Company that it will, at all times after taking possession of the Goods, store and use the Goods in accordance with all relevant laws and regulations.

10.2 The Buyer agrees to ensure that onward movement of the goods will comply with applicable export regulations and controls.

10.3 The Buyer agrees to indemnify the Company against any damages, losses, costs, claims or expenses incurred by the Company as a result of any breach by the Buyer of the terms of Condition 10.1 and 10.2.

11. Assignment

11.1 The Buyer shall not be entitled to assign the Contract or any part of it.

11.2 The Company may assign the Contract or any part of it to any person, firm or company.

12. Force Majeure

12.1 If the Company is prevented from delivering the Goods or from performing its obligations under the Contract due to causes beyond its control (including, without limitation, acts of God, governmental action, war, civil commotion, strike, lock-out or other industrial disputes or any other causes beyond the reasonable control of the Company) including, without limitation, acts of God, governmental action, war, civil commotion, strike, lock-out or other industrial disputes or any other causes beyond the reasonable control of the Company, then the Company may in its absolute discretion suspend all further deliveries of Goods (even if caused by the Company’s negligence) unless written notice is given to the Company within 5 working days of the date of delivery of the invoice.

13.1 This Condition 13 applies if:

13.1.1 the Buyer makes payment when due or commits any other breach of a Contract; or

13.1.2 the Buyer makes any amendments with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation, or if an encumbrancer takes possession of, or a receiver is appointed over, any of the property or assets of the Buyer or if an application for any of the foregoing events has been made or if the Buyer becomes insolvent or is declared to be insolvent by a court of competent jurisdiction, or

13.1.4 the Buyer ceases, or threatens to cease, to carry on business; or

13.1.5 the Company reasonable considers that any of the events listed in conditions 13.1.2 to 13.1.4 is likely to adversely affect the Company by reason of a Contract and the remainder of such provision shall continue in full force and effect.

14. Confidentiality

14.1 If the Buyer is referred to in the next sub-clause, the Buyer will not disclose and will treat as strictly confidential all pricing and financial information regarding the Company received or obtained as a result of entering into a Contract.

14.2 The Buyer may disclose information which would otherwise be confidential if and to the extent: that disclosure is required by law or any regulatory or governmental authority; or

14.2.3 the Company has given prior written approval to the disclosure.

14.3 The obligations imposed upon the Buyer by this clause shall survive the termination or expiry of a Contract.

15. General

15.1 Each party to the contract is a separate entity. If any party to the Contract is a company or firm or individual, then the word ‘Buyer’ as used in these terms and conditions shall mean the entity to which that party is referring.

15.2 If any provision of a Contract is found by any court, tribunal or administrative body of competent jurisdiction to be invalid, void, illegal or unenforceable, then such provision shall to the extent of such illegality, invalidity, voidness, unenforceability or unenforceability be deemed severed and the remainder of a Contract and the remainder of such provision shall continue in full force and effect.

16. Notices

16.1 Any communication to the other party must be in writing and sent by electronic transmission (e-mail) for the other party as is set out in the Credit Account Application, or such other method as may be notified in writing from time to time by the relevant party to the other.

17. Data Protection

17.1 Personal data that you give to us under these terms and conditions and any contract entered pursuant to these conditions will be governed by the data protection policies and procedures set out on the Company’s website (www.pexa.com). The Company will comply with its obligations under all applicable data protection laws in the United Kingdom and from time to time the General Data Protection Regulation and Data Protection Act 2018. The parties acknowledge that these data protection laws may, separately and in addition to the terms and conditions and the data protection policies and procedures for the Company, provide for remedies to either party and third parties in respect of non-compliance. The terms referenced in these Conditions references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or otherwise modified.

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