

Terms and conditions for supply of goods



Effective Date: June 5, 2018

These Terms and Conditions (the "Terms") apply to customers of Effex Sources and Services Limited, company registration number: 64700122, having its registered address at Valley Drive, Swift Valley Industrial Estate, Rugby, CV21 1TQ, United Kingdom (hereinafter referred to "Effex"), being the supplier of goods under these Terms.

By submitting your order, Customer information to us and/or purchasing any goods from Effex, the Customer agrees to proceed on the basis of these Terms. Please read these Terms carefully.

Effex and Customer may enter into a separate agreement. Unless otherwise stated in such separate agreement, in case of any conflict between these Terms and separate agreement, these Terms shall prevail.

ORDER OF THE GOODS

Customer makes an order to buy goods offered by Effex in accordance with these Terms.

Customer agrees to enter full, accurate and complete information in the purchase order form and send the purchase order form by email.

An order constitutes the Customer's offer to buy goods from Effex. Such order shall not be binding on the Customer until Effex accepts the order by issuing a proforma invoice. Once the order is made, Effex will accept or reject such order or make any changes to the order. If the order is accepted, Effex sends the proforma invoice by email, or sends changes to the order to be confirmed by the Customer. Proforma invoice means Effex's acceptance of the Customer's order.

Please contact us immediately if any information which is on the proforma invoice appears to be incorrect or incomplete, as it may not be possible to make changes later.

Each proforma invoice shall have its identification number which shall be used by the Customer and Effex to identify each order.

PRICES AND PAYMENT

All payments made by Customer to Effex shall be made by wire transfer, in the currency specified in the invoice, and to the bank account specified by Effex. Invoices must be paid within the number of days specified in such invoice. Customer may pay in cash if Customer purchases the goods at Effex's premises.

Effex's commencement of performance is subject to full payment of goods.

The prices for goods are exclusive of delivery, packing, value-added tax and insurance.

If the Customer asks for goods to be delivered by Effex, the price for delivery will include loading of the purchased goods at Supplier's premises. The Customer shall be solely responsible for unloading the purchased goods at the Customer's location.

DELIVERY, ACCEPTANCE AND REJECTION

The delivery terms for goods shall be EXW Effex's premises (Incoterms 2010) at Customer's risk. The Customer shall be fully responsible for any loss or damage to the purchased goods during the period that such goods are in the actual possession or control of the Customer. Customer shall be solely responsible for collection of the goods, provided that full payment for the goods is made.

Title shall pass to Customer upon receipt of goods at Effex's premises. Title to the Products, including full legal and beneficial ownership shall not vest in Customer, if the Customer failed to settle the relevant invoice or any interest accrued in full.

Customer may order delivery of the purchased goods by Effex. In this case delivery of the purchased goods shall be to the location directed by the Customer. The Customer shall be solely responsible for unloading the purchased goods at the Customer's location. In case of Effex's delivery, Effex shall ensure that the Customer's goods are not damaged during transportation. Effex shall be fully responsible for any loss or damage to the purchased goods during such transportation.

The time is not of the essence for delivery of the Products, unless otherwise agreed between Effex and Customer in writing.

The goods shall be subject to inspection and approval by the Customer. The Customer shall examine the goods on receipt (at Effex's premises or at its location in case of Effex's delivery) and notify Effex in writing within 5 working days if the order is rejected. If the Customer fails to notify Effex within 5 working days, he will lose the right to reject goods.

The Customer may claim for the rejection of all or portion of goods and refund in the following circumstances: 1) due to incorrect delivery; and 2) returns under the limited RTB warranty if such warranty is given by Effex (see Section "No Warranties" below for more information). Effex shall not be responsible for returns that are covered by manufacturer's warranty or not covered by any warranty at all.

In case of rejection/returns, all transportation from Customer's original delivery point and loading/unloading of goods shall be at Effex's own expense. Full refund shall be made within 14 working days upon the collection of goods by wire transfer to the bank account from which Customer made payment.

IMPORT AND EXPORT

Customer shall be responsible for obtaining and complying with any and all import licenses or other authorizations and import taxes or fees which may be required by the country of destination for importing the goods.

INSURANCE

Effex shall not be responsible for maintaining insurance for goods purchased by the Customer. The Customer will be solely responsible for purchasing necessary insurance. Upon Customer's request, Effex can buy the insurance at the Customer's expense.

CONFIDENTIALITY

Each party of these Terms, its employee, agents, consultants or subcontractors shall treat as strictly confidential and shall not disclose to any other person or entity any confidential information concerning the business and affairs of the other party received or obtained as a result of entering into these Terms or performing obligations under these Terms, or obtained during the course of their dealings together.

Either Effex or Customer may disclose information if and to the extent:

- a) it is required by applicable law or enactment to which such party is subject;
- b) to the extent relevant, it is disclosed on a strictly confidential basis to directors and employees of that party;
- c) the information has come into the public domain through no fault of that party.

NO WARRANTIES

Unless otherwise specified by Effex, Effex provides no warranties with respect to any goods offered by Effex. Each Customer shall acknowledge and understand that some of the goods offered by Effex are not brand new, thus Effex provides no warranty for such goods. Unless covered by manufacturer's warranty, Effex may sometimes offer its own limited RTB warranty for brand new goods.

Some goods can be covered by the warranty provided by the original manufacturer. The Customer shall be responsible for checking whether the manufacturer's warranty applies and is valid.

LIMITATION OF LAIBILITY

Effex shall not be liable whether in contract, delict or otherwise arising from any cause whatsoever, whether occasioned by negligence or otherwise, for any injury, damage or loss, for any indirect or consequential damage or loss including but not limited to loss of production, loss of revenue, loss of profit, finance, expenses, loss of use or cost of replacement, arising out of or in connection with these Terms, the goods supplied pursuant hereto including any defects therein or any other work related hereto.

Notwithstanding the above, in the event that Effex is found to be liable for direct damages, Effex shall not be liable to the Customer for loss or damage to Customer's property for any event in excess of 10% of the contract price of the goods.

Effex's aggregate liability to the Customer howsoever arising under or in connection with these Terms shall not exceed 10% (ten percent) of the contract price of the goods.

APPLICABLE LAW AND DISPUTE RESOLUTION

This Agreement will be governed by the laws of the England and Wales.

In the event of any dispute arising out of or in connection with this Agreement, the parties shall seek to negotiate a resolution within 7 days of such dispute arising. If the parties are unable to resolve the matter within 7 days from the dispute arising, the matter may be referred to the courts of England and Wales that shall have exclusive jurisdiction as to the dispute and enforcement.

FORCE MAJEURE

For the purpose of these Terms the "Force Majeure" shall mean any cause affecting the performance by a party of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including, but without limiting the generality thereof, governmental regulations, fire, flood, or any disaster affecting a third party for which a substitute third party is not reasonably available. Any act, event, omission, happening or non-happening will only be considered Force Majeure if it is not attributable to the willful act, neglect or failure to take reasonable precautions of the affected party, its contractors, agents or employees.

Neither party shall in any circumstances be liable to the other for any loss of any kind whatsoever whether directly or indirectly caused to or incurred by the other party by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure. Notwithstanding the foregoing, each party shall use all reasonable endeavors to continue to perform, or resume performance of, such obligations hereunder for the duration of such Force Majeure event.

If either of the parties shall become aware of circumstances of Force Majeure which give rise to or which are likely to give rise to any such failure or delay on its part it shall forthwith notify the other by the most expeditious method then available and shall inform the other of the period which it is estimated that such failure or delay shall continue.

For the avoidance of doubt it is hereby expressly declared that the only events which shall afford relief from liability for failure or delay shall be any event qualifying for the Force Majeure hereunder.

CHANGES TO THE TERMS

Effex may revise these Terms at any time and in its sole discretion. New changes shall apply to any future orders of the Customer and do not apply to existing orders.

GENERAL PROVISIONS

Entire Agreement

These Terms set out the entire agreement between Effex and Customer with respect to the subject matter of these Terms and supersedes all prior oral and written agreements, arrangements or understandings between them. Effex and Customer acknowledge that they are not relying on any previous representation, agreement, term or condition which is not set out in these Terms.

No Partnership

Nothing in these Terms is intended to or shall operate to create a partnership or joint venture of any kind between the parties or either of them, or to authorize either party to act as agent for the other party for any purpose.

Waiver of Rights

The Customer unconditionally waives any rights it may have to claim damages against Effex on the basis of any oral or written statement made by Effex or by its legal advisers (whether made carelessly or not) that is not set out or referred to in these Terms, unless such statement was made or given fraudulently.

The Customer unconditionally waives any rights it may have to seek to rescind these Terms on

the basis of any statement made by Effex (whether made carelessly or not), unless such statement was made fraudulently.

Assignment

The Customer shall not, without the prior written consent of Effex, assign, transfer, charge or deal in any other similar manner with these Terms or its rights or any part of them under Terms, subcontract any or all of its obligations under these Terms, or purport to do any of the same.

Invalidity and Severance

If any provision of these Terms is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Terms which shall remain in full force and effect.

Third Party Rights

Except for any Group Company no person who is not party to these Terms of business shall have any right to enforce any term of these Terms.

Signature and details of Effex and customer

<p>Company name: Effex Sources and Services Limited</p> <p>Address: Valley Drive, Swift Valley Industrial Estate, Rugby, CV21 1TQ, United Kingdom</p> <p>Email: info@effex.eu</p> <p>Tel: +44 (0)1455 000123</p> <p>Fax: +44 (0)1455 000124</p> <p>Company Registration Number: 64700122</p> <p>VAT Registration Number: GB110430957</p>	<p>Company name: _____</p> <p>Address: _____</p> <p>Email: _____</p> <p>Tel: _____</p> <p>Fax: _____</p> <p>Company Registration Number: _____</p> <p>VAT Registration Number: _____</p>
<p>Signature: _____</p> <p>Print name:</p> <p>Title:</p>	<p>Signature: _____</p> <p>Print name:</p> <p>Title:</p>