

# ROXOR

Registered Office: Hamnett House, Gibbet Street, Halifax, West Yorkshire HX2 0AX, England  
Registered in England No 1869659 VAT No GB 375 1565 38  
TERMS & CONDITIONS OF SALE – UK

## 1. Interpretation

- 1.1 The following definitions, unless the context requires otherwise, and rules of interpretation in Condition 1 shall apply in these Conditions: “Account” means the credit account (if any) provided to the Customer by Roxor Group;  
“Additional Terms” means any terms varying or adding to the Conditions that are included within the Order Acknowledgement or otherwise agreed in writing by Roxor Group, including any agreed variations to the Order;  
“Customer” means the person, company or organisation that enters into a Contract, in accordance with and subject to these Conditions, to purchase the Products from Roxor Group for business purposes;  
“Conditions” means the terms and conditions of sale set out in this document (as amended from time to time);  
“Contract” means a legally binding contract formed pursuant to Condition 2 (consisting of an Roxor Group accepted Order, Order Acknowledgement, the Conditions and any Additional Terms) between the Parties for the purchase of the Products;  
“Data Laws” means unless and until the General Data Protection Regulation ((EU) 2016/679) (“GDPR”) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, including the Data Protection Act 2018 as amended or updated from time to time, in the UK and any successor legislation to the GDPR or the Data Protection Act 2018;  
“Delivery Address” is defined in Condition 4.1;  
“Estimate” means Roxor Group's quotation for the supply of the Products;  
“Estimated Delivery Date” means the date on which Roxor Group estimates that the Products will be delivered, as detailed in the Contract;  
“Intellectual Property Rights” means subject to any territorial or other limitations. all copyright and related rights, trademarks, trade names, domain names, and any other relevant intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection that may now or in the future subsist in any part of the world;  
“Order” means a request (written or oral) to purchase products from the Customer to Roxor Group or acceptance by the Customer of an Estimate provided by Roxor Group;  
“Order Acknowledgement” means acceptance of an Order by Roxor Group, which shall be the earlier of Roxor Group accepting the Order in writing or commencing performance of the Order;  
“Parties” means the Roxor Group and the Customer;  
“Personal Data” means any information relating to an identified or identifiable natural person (“Data Subject”); an identifiable natural person is one who can be identified, directly or indirectly in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;  
“Products” means the goods which Roxor Group is to supply to the Customer in accordance with these Conditions under a Contract;  
“Specification” means Roxor Group's specification, or a specification agreed by the Parties in writing, for the design and/or materials of the Products;  
“Roxor Group” means Roxor Group Limited (CRN: 1869659) whose principal place of business is as Hamnett House, Gibbet Street, Halifax, HX2 0AX.
- 1.2 Headings are for ease of reference and do not form part of or affect the interpretation of the Contract.
- 1.3 Any reference to the masculine shall include the feminine and the neuter, any reference to the singular shall include the plural and, in each case, vice versa.
- 1.4 Any reference in these Conditions to any provision of to a statute or statutory provision is a reference to that statute or statutory provision as it is in force for the time being, and includes reference to any amendment, extension, application or re-enactment and includes any subordinate legislation made under it.

## 2. Basis of Sale

- 2.1 Subject to Condition 2.2, these Conditions and any Additional Terms shall apply to all Contracts to the exclusion of all other terms and conditions. No terms or conditions of the Customer (whether endorsed on,

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- delivered with, or contained in the Customer's purchase order or other documents) shall form part of any Contract. Any attempt by the Customer to exclude, vary or limit any Conditions or Additional Terms without the express agreement of Roxor Group in writing shall be void.
- 2.2 Save as set out in Condition 2.3, no variation to these Conditions shall be binding, nor form part of the Contract, unless it is an Additional Term or agreed to in writing and signed by authorised representatives on behalf of each of the Parties.
  - 2.3 Roxor Group shall be entitled to vary or amend these Conditions at any time upon providing notice by publication of the varied or amended Conditions upon its publically accessible website or by written notice, any Order will be subject to the then prevailing Conditions applicable at the date of the Order Acknowledgement.
  - 2.4 Roxor Group may provide the Customer with an oral or written Estimate. An Estimate so provided is an invitation to treat by Roxor Group to supply the products set out in the Estimate, subject to the Conditions, to the Customer. Unless stated otherwise in the Estimate, an Estimate is valid for 30 days from its date provided that Roxor Group has not previously withdrawn it.
  - 2.5 The placing of an Order by the Customer shall be deemed to be an offer, subject to the Conditions, to purchase the products stated therein from Roxor Group, subject to the Conditions. Roxor Group is not obliged to accept an Order and no Order shall be deemed to be accepted by Roxor Group, and no binding Contract shall come into existence, unless and until Order Acknowledgement.
  - 2.6 In entering into the Contract the Customer acknowledges that it does not rely on any representations made by Roxor Group's employees, agents or sub-contractors unless such representations are confirmed by Roxor Group in writing. The Customer irrevocably and unconditionally waives any right it may have to claim damages for and/or to rescind the Contract as a result of any misrepresentation (other than those made fraudulently) whether or not contained in the Contract.
  - 2.7 Any typographical, clerical or other error or omission in any sales literature, Estimate, price list, acceptance of offer, invoice or other document or information issued by Roxor Group shall be subject to correction without any liability on the part of Roxor Group.
  - 2.8 Except as set out at Conditions 7.5 and 7.6, any advice or recommendation given by Roxor Group or its employees, agents or subcontractors to the Customer or its employees, agents or sub-contractors as to the design, storage, application or use of the Products, or otherwise is acted upon entirely at the Customer's own risk and Roxor Group shall not be liable for any such advice or recommendation unless:
    - 2.8.1 such advice is given or confirmed by Roxor Group in writing;
    - 2.8.2 the Customer purchases from Roxor Group the items in relation to which such advice or recommendation was given; and
    - 2.8.3 the Customer relies upon such advice or recommendation in which case Roxor Group's liability to the Customer shall be as set out in clause 7 below in relation to its supply of the Products and it shall not separately (except pursuant to Conditions 7.5 and 7.6 below) be liable in respect of such advice or recommendation.
  - 2.9 Roxor Group shall not be liable to the Customer for any advice or recommendation given by any of its subsidiaries, and the Customer accepts that no such company has any liability whatsoever in respect of any advice such company may give or have given to the Customer in relation to the Products.
  - 2.10 Roxor Group Conditions are intended for supply of Products to trade customers and not consumers.

### 3. Description, changes and cancellation

- 3.1 The quantity, quality and description of the Products shall be those set out in the Specification and the Contract. Roxor Group reserves the right to make any changes in the Specification that are required to conform to any applicable statutory or EC safety or other requirements or that do not materially affect the quality or performance of the Products.
- 3.2 The Customer shall be responsible to Roxor Group for ensuring the accuracy of the terms of any Order (including any applicable specification), and for giving Roxor Group any necessary information relating to the Products within a sufficiently reasonable time to enable Roxor Group to perform the Contract in accordance with its terms.
- 3.3 The Customer acknowledges it is responsible for ascertaining the type, quantity and specification of the products required for its purposes and that, except as expressly agreed otherwise by Roxor Group in writing and subject to these Conditions, Roxor Group provides no warranty (and none shall be implied) that the Products are fit for any particular purpose.
- 3.4 The Customer acknowledges and accepts that, whilst Roxor Group will use reasonable endeavours to provide Products of a similar quality, Products are supplied on the understanding that the finish of Products

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containing natural products or materials may vary from sample to sample and product to product, may not be uniform in colour or texture, and that by reason of differences in stock supplied to Roxor Group (and any other reasonable varying conditions occurring) may result in a reasonable variation in colour and quality between the advertised product or any sample and the Products supplied by Roxor Group, and between different batches of Products supplied, and any such variations shall not be a defect for the purposes of Condition 7. Unless agreed otherwise as an Additional Term, no Contract shall be a sale by sample.

- 3.5 The Customer shall not be entitled to cancel in whole or in part any Contract without the agreement in writing of Roxor Group and on terms that the Customer shall indemnify Roxor Group in full against all loss (including loss of profit), costs (including the cost of all labour and material used), damages, charges and expenses incurred by Roxor Group as a result of such cancellation.
- 3.6 If any process is to be applied to the Products by Roxor Group in accordance with any specifications submitted or requested by the Customer that Roxor Group agree to perform, the Customer shall indemnify Roxor Group against all losses, damages, costs and expenses awarded against or incurred by Roxor Group in connection with, or paid or agreed to be paid by Roxor Group in settlement of, any claim for misuse of any confidential information of any other person or infringement of any Intellectual Property Rights of any other person or any other liability whatsoever that results from Roxor Group's use of the Customer's specifications or the marking of the Products or from the sale or supply of such Products by Roxor Group pursuant to the Contract.

## 4. Delivery

- 4.1 Delivery of the Products shall take place when the Customer is notified that the Products are available for collection from Roxor Group's premises or when Roxor Group delivers the Products to the delivery address set out in the Contract ("Delivery Address") on or around the Estimated Delivery Date. If the Products are to be delivered to the Delivery Address then Roxor Group reserves the right in its absolute discretion to choose the form of transport for the delivery of the Products and the composition of each load.
- 4.2 Any dates quoted for delivery are approximate only, Roxor Group shall not be liable for any delay in delivery howsoever caused, and time of delivery shall not be of the essence.
- 4.3 Unloading of the Products from the delivery vehicle at the Delivery Address (if applicable) shall be the entire responsibility of the Customer and the Customer shall provide unloading facilities and shall unload the Products promptly on their arrival at the Delivery Address. Roxor Group shall be entitled to recover from the Customer all and any costs and expenses incurred as a result of the Customer's failure to do so.
- 4.4 Roxor Group shall be entitled to deliver the Products in instalments in which case each instalment shall be treated as an entirely separate contract and any default or breach by Roxor Group in respect of any such instalment shall not entitle the Customer to cancel any other instalment or treat the Contract as a whole as repudiated.
- 4.5 If Roxor Group at the Customer's request makes delivery of the Products by instalments and any such instalment does not comprise a full vehicle load then, unless the Contract expressly provides for delivery of part loads, Roxor Group shall be entitled to charge the Customer for the additional transport costs incurred. The Customer shall be deemed to accept the Products on delivery notwithstanding any late delivery by Roxor Group.
- 4.6 If the Products are damaged on delivery or less than the correct amount of the Products is delivered, then unless the Customer notifies Roxor Group and the carrier (otherwise than by a note on the delivery note) within 3 days of delivery in writing (including relevant details and photos of the Products) no claim against Roxor Group may be made in respect of damage to or short delivery of such Products.
- 4.7 If the Products have not been delivered despite receipt by the Customer of the invoice from Roxor Group relating to them, then unless the Customer notifies Roxor Group within 7 days after the date of such invoice no claim against Roxor Group may be made in respect of nondelivery of those Products.
- 4.8 Unless agreed otherwise by Roxor Group in writing, any Products in respect of which a claim is made under Condition 4.6 regarding damage in transit shall be preserved in the same state and condition as delivered for a period of 14 days from notification of the claim by the Customer and within such time Roxor Group, including its agents, and/or the carrier, shall have the right to attend the Customer's premises or any other premises where the Products are held to inspect the Products and fully investigate the claim or at Roxor Group's option, the Customer shall return such of the Products as Roxor Group may request for inspection. Roxor Group shall reasonably consider and in its absolute discretion accept or reject any claim.
- 4.9 Roxor Group's liability for a claim made pursuant to Conditions 4.6, 4.7 or 4.8, is limited to (at Roxor Group's option) replacing the Products or issuing a credit note at the pro rata Contract rate for the relevant Products within a reasonable time.

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- 4.10 Unless agreed otherwise by Roxor Group in writing, if delivery of the Products is accepted by the Customer and the Customer fails to notify Roxor Group of any claims in accordance with the Contract, the Customer shall not be entitled to reject the Products and Roxor Group shall have no liability for delivering the wrong quantity of Products or for damage to the Products and the Customer shall be bound to pay the Price and any invoiced sums in respect of the Products and/or Services as if the Products had been made and delivered in accordance with the Contract.
- 4.11 Any receipt or delivery note (or equivalent documentation) obtained by Roxor Group or provided by its carrier shall be conclusive evidence of delivery of the stated Products in accordance with the Contract by Roxor Group.
- 4.12 If for any reason the Customer fails to accept delivery of any of the Products within 24 hours of notification that the Products are ready for collection or when the Products are delivered to the Delivery Address, or if Roxor Group is unable to deliver the Products because the Customer has not provided appropriate instructions, access, documents or authorisations then, without prejudice to any other right or remedy available to Roxor Group:
- 4.12.1 the Products will be deemed to have been delivered and Roxor Group shall be entitled to issue its invoice in respect of the Products; and
- 4.12.2 Roxor Group may store the Products until actual delivery or sale or disposal in accordance with Condition 4.13, whereupon the Customer shall be liable on demand in writing for all related costs and expenses of sale or disposal (including, transport, storage and insurance costs).
- 4.13 If the Customer has not taken/accepted delivery of the Products within 10 days of attempted delivery in accordance with Condition 4.1, Roxor Group shall be entitled to sell or supply the Products (whether or not such Products were manufactured or marked by Roxor Group pursuant to Condition 3.6) to a third party in any country at the best price readily obtainable and (after deducting all storage and selling expenses) and account to the Customer for any balance or, if such a sale is not reasonably possible, to dispose of the Products.

And in any of the above cases Roxor Group shall be entitled to charge interest (both before and after any judgment) on the price payable for the Products under the Contract at 4% over the base rate from time to time of the National Westminster Bank plc from the Estimated Delivery Date to the date of actual delivery.

## 5. Transit

- 5.1 Roxor Group reserves the right in its absolute discretion to choose the form of transport for the Products and the composition of each load.
- 5.2 For the purpose of this Condition 5, the Products shall be considered to have been delivered as soon as they are ready to be unloaded at the Delivery Address which shall be considered to be the case when all ropes, chains, sheets, restraining bars and other means of fastening to or on the vehicle have been removed.

Unloading of the Products from the delivery vehicle shall be the entire responsibility of the Customer and on their arrival at the Delivery Address the Customer shall provide unloading facilities and shall unload them promptly.

## 6. Price and Payment

- 6.1 The price of the Products shall be the price set out in the Estimate and Contract or, if not so specified and no price has been quoted in writing (or a price quoted in writing is no longer valid), the price listed in Roxor Group's published price list current at the date of the Contract. All prices quoted in writing are valid for 30 days only or until earlier acceptance by the Customer, after which time they may be altered by Roxor Group without giving notice to the Customer.
- 6.2 Roxor Group reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the Products to reflect any increase in the cost to Roxor Group arising due to any factor beyond its control, any change in delivery dates or quantities of the Products or in the Specification requested by the Customer, or any delay caused by any instructions of the Customer, or the Customer's failure to give Roxor Group adequate information or instructions.
- 6.3 The price is exclusive of any applicable value added tax, which the Customer shall be liable to pay to Roxor Group at the prevailing rate in addition to the Contract price.
- 6.4 Roxor Group shall be entitled to issue an invoice for the Contract price any time prior to, on, or at any time after actual or deemed delivery. Payment shall be made by the Customer on or before the due date, notwithstanding the fact that delivery may not have taken place and/or title in the Products may not have passed to the Customer. Receipts for payment shall only be issued if requested in writing by the Customer.

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- Any query or dispute in relation to an invoice must be submitted by the Customer in writing, with appropriate details, within 7 days of the invoice date.
- 6.5 For Account Customers within their credit limit each invoice submitted by Roxor Group shall, unless other Account payment terms have been agreed in writing by Roxor Group, be paid on or before the last day of the month next following the month in which the invoice is issued by Roxor Group. For Customers without an Account, or with an Account that has reached its credit limit, the Price shall be paid at the time of the Order or on receipt of Roxor Group' invoice, as directed by Roxor Group.
  - 6.6 Roxor Group reserves the right, in its absolute discretion, to cancel the Account at any time.
  - 6.7 Roxor Group reserves the right to suspend the Account if the credit limit is reached, or it decides, for whatever reason, that it requires security from the Customer, other than that already provided (if any), for the performance and discharge of the Customer's obligations under any Contract or for any other reason it considers reasonable. The Customer agrees to use its best endeavours to ensure that any additional security required by Roxor Group (including, but not limited to, a third party providing a guarantee) is provided. Roxor Group may decide to reinstate the Account if the Customer provides the security required or meets any other conditions required to be satisfied by Roxor Group.
  - 6.8 If Roxor Group exercises its right to cancel or suspend the Account, in accordance with Conditions 6.6 and/or 6.7 respectively, all sums owed to Roxor Group by the Customer at the date of cancellation or suspension shall be immediately due and payable, unless agreed otherwise by Roxor Group, and Roxor Group may continue trading with the Customer on the basis set out in Condition 6.5 for Customers without an Account.
  - 6.9 No payment shall be deemed to have been received until Roxor Group has received cash or cleared funds and all sums payable to Roxor Group under a Contract shall become due immediately on its termination, howsoever arising. All payments shall be made to Roxor Group as indicated in the Order Acknowledgement and/or invoice (the latter of which shall prevail) issued by Roxor Group.
  - 6.10 The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by Roxor Group to the Customer.
  - 6.11 All payments shall be applied to invoices and to Products listed in such invoice in the sequence determined in its discretion by Roxor Group. Receipts for payment shall only be issued on request.
  - 6.12 Time of payment of the price pursuant to this Condition 6 shall be of the essence in respect of all payments due under the Contract.
  - 6.13 If full payment of any amount payable to it under the Contract is not received by Roxor Group by the due date then, without prejudice to any other right or remedy available to Roxor Group, Roxor Group shall be entitled to:
    - 6.13.1 sue for the entire amount due;
    - 6.13.2 charge interest (both before and after any judgment) at the rate of 8% over the base rate from time to time of National Westminster Bank plc on the outstanding balance until such time as full payment is made (a part of a month being treated as a full month for the purpose of calculating interest);
    - 6.13.3 require the immediate return to Roxor Group of all Products agreed to be sold by Roxor Group to the Customer in which the property has not passed to the Customer in accordance with the provisions of clause 8 below and the Customer hereby agrees to reimburse to Roxor Group upon demand Roxor Group's costs or expenses in recovering such Products;
    - 6.13.4 appropriate any payment made by the Customer under any other contract with Roxor Group to pay for any outstanding amounts Roxor Group may, in its sole discretion, think fit;
    - 6.13.5 cancel the Contract, suspend any further deliveries to the Customer and/or suspend the performance of any other contract between the Parties or any subsidiary or holding company of the Customer.

## 7. Warranty and Liability

- 7.1 Subject as expressly provided in these Conditions, and except where the Products are sold to a person dealing as a consumer, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 7.2 Subject as expressly provided in these Conditions and to Condition 7.1 above, Roxor Group does not give any warranties, conditions, guarantees or representations as to quality or fitness for a particular purpose of the Products or other warranties, conditions, guarantees or representations whether express or implied, oral or in writing.
- 7.3 Except in respect of death or personal injury caused by Roxor Group's negligence, Roxor Group shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any

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- indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Products or their use or resale by the Customer, and the entire liability of the Company under or in connection with the Contract shall not exceed the price of the Products, except as expressly provided in these Conditions.
- 7.4 Except pursuant to Condition 7.3, no action, regardless of form, arising out of the transactions under the Contract may be brought by the Customer more than two years after the cause of action has accrued.
- 7.5 Roxor Group warrants that the Products will correspond with the Specification and will be free from defects in material and workmanship for a period of twelve months from the date of delivery PROVIDED THAT:
- 7.5.1 Roxor Group shall be under no liability in respect of any defects in the Products arising from any drawing, design, specifications or information supplied by or on behalf of the Customer;
- 7.5.2 Roxor Group shall be under no liability if the total price for the Products has not been paid by the date of the claim by the Customer;
- 7.5.3 the above warranty does not extend to parts, materials or equipment not manufactured by Roxor Group, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to Roxor Group and capable of being passed on to the Customer;
- 7.5.4 Roxor Group shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, abnormal working conditions, failure to follow Roxor Group's instructions (whether oral or written), misuse or alteration or repair of the Products without Roxor Group's approval; and
- 7.5.5 Roxor Group shall be under no liability and the Customer shall be bound to pay the price as if the Products had been delivered in accordance with the Contract unless:
- any defect in or failure to meet the Specification by the Products is notified to Roxor Group in writing within 7 days of the date of delivery, or (where the defect or failure was not apparent upon reasonable inspection) as soon as reasonably possible after the Customer discovers such; and
- 7.6 In the event of any valid claim under Condition 7.5 above being made by the Customer, Roxor Group shall:
- 7.6.1 at its discretion either provide replacements or pay the reasonable cost of providing replacements up to a maximum of the price paid for those Products that fail to comply with the Contract; and
- 7.6.2 reimburse to the Customer its reasonable costs of removing those Products that fail to comply with the Contract and installing replacements up to a maximum of the amount paid to Roxor Group under the Contract.
- 7.7 If Roxor Group complies with Condition 7.6, it shall have no further liability for a breach of the warranty in Condition 7.5 in respect of such Products. Any Products returned by the Customer pursuant to the provisions of the Contract shall belong to Roxor Group and the provisions of the Contract shall apply to any replacement Products or parts supplied.
- 7.8 Roxor Group's reasonable opinion as to the cause of the defect, failure or breach of warranty shall be final and binding unless the Customer can provide conclusive evidence to the contrary.

## 8. Risk and Title

- 8.1 Risk of loss of or damage to the Products shall pass to the Customer:
- 8.1.1 in the case of Products to be delivered at Roxor Group's premises, at the time Roxor Group notifies the Customer that the Products are ready for collection; or
- 8.1.2 in the case of Products to be delivered otherwise than at Roxor Group's premises, on delivery of the Products or, if the Customer refuses to accept delivery or fails to give adequate delivery instructions before the Estimated Delivery Date, on such refusal or the Estimated Delivery Date (as appropriate); and the Customer shall insure the Products for their full market value against all usual risks from that time. Where Products are delivered in accordance with Condition 8.1.1 and Roxor Group uses the services of a third party carrier, Roxor Group shall not be liable for any loss or damage to the Products or otherwise caused by such third party carrier.
- 8.2 Notwithstanding delivery and the passing of risk in the Products to the Customer, or any other provisions of the Contract, ownership of and title to the Products shall, subject to Condition 8.38.2.3, not pass to the Customer (and shall be retained by Roxor Group) until Roxor Group has received in cash or cleared funds from the Customer:
- 8.2.1 payment in full of the price of the Products plus VAT; and
- 8.2.2 payment of the price of any other Products supplied to the Customer by Roxor Group at any time whether or not the price has become due; and
- 8.2.3 all other sums that are due to Roxor Group from the Customer.
- 8.3 Subject to Condition 8.5, if the Customer resells the Products prior to ownership and title passing in accordance with Condition 8.2, it shall do so in accordance with Condition 8.5 and title to the Products shall

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- pass from Roxor Group to the Customer immediately before the time at which resale by the Customer occurs.
- 8.4 Until ownership and title in the Products passes to the Customer (as set out in Condition 8.2), the Customer shall:
- 8.4.1 store the Products (at no cost to Roxor Group) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as Roxor Group's property;
  - 8.4.2 not remove, destroy, deface or obscure any identifying mark or packaging relating to the Products;
  - 8.4.3 maintain the Products in satisfactory condition, keep them insured on Roxor Group's behalf for their full price and/or market value (whichever is the higher) against all risks from the date delivery and provide Roxor Group with a copy of the insurance policy on request;
  - 8.4.4 notify Roxor Group immediately if any of the events listed in Condition 8.6 occur;
  - 8.4.5 give Roxor Group such information relating to the Products as Roxor Group may require from time to time; and
  - 8.4.6 deliver up the Products to Roxor Group on demand.
- 8.5 The Customer may only resell the Products before ownership and title have passed if such a sale is a sale of Roxor Group's property on the Customer's own behalf as principal (not as Roxor Group's agent), made in the Customer's ordinary course of business and at the market value.
- 8.6 The Customer's right to possess, resell or use the Products in the ordinary course of its business shall end immediately if it:
- 8.6.1 has a bankruptcy order made against it or makes an arrangement or composition with its creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory), except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver or manager or administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer, or the Customer is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
  - 8.6.2 the Customer suspends, ceases or threatens to cease to carry on all or substantially the whole of its business or the Customer suffers or allows any execution, sequestration or such other process to be levied on its property or obtained against it or encumbers or in any way charges any of the Products; or
  - 8.6.3 any event occurs or proceeding is taken, with respect to the Customer, in any jurisdiction to which it is subject that has a similar or equivalent effect to any of the events listed in Conditions 8.6.1 and 8.6.2.
- 8.7 Roxor Group shall be entitled to recover payment for the Products and any sums due under a Contract notwithstanding the fact that title in any of the Products has not passed from Roxor Group to the Customer.
- 8.8 The Customer grants Roxor Group, its agents and employees an irrevocable licence to enter any premises (including vehicular access) where the Products are or may be stored at any time to inspect or, where the Customer's right to possession has ended in accordance with Condition 8.6, recover them.
- 8.9 If before title to the Products passes to the Customer any of the events listed in Condition 8.6 occur or Roxor Group reasonably believes any such event is about to occur and notifies the Customer accordingly, then, provided that the Products have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy of Roxor Group, Roxor Group may at any time require the Customer to deliver up the Products or use its rights in Condition 8.8.
- 8.10 If Roxor Group repossesses any Products or the Customer delivers up any Products, in accordance with Condition 8, the Contract for those Products shall be deemed to be rescinded.
- 8.11 For the avoidance of doubt, the Products, all other Products supplied to the Customer by Roxor Group and all Products into which the Products or such other Products have been incorporated that are in the Customer's possession shall be presumed to belong to Roxor Group unless the Customer can prove otherwise.
- 8.12 The Customer shall procure that any third party that holds Products shall permit Roxor Group to take possession of them further to the provisions of this Condition 7.6.2 and the Customer shall indemnify Roxor Group against any liability it may incur to such third party in connection with taking or attempting to take possession of them. Roxor Group shall be entitled to use or dispose of such Products as it wishes.

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8.13 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any Products that remain the property of Roxor Group, but if the Customer does so, all monies owing by the Customer to Roxor Group shall (without prejudice to any other right or remedy of Roxor Group) forthwith become due and payable.

## 9. Termination

- 9.1 Roxor Group shall be entitled to terminate the Contract forthwith by notice in writing to the Customer if:
- 9.1.1 the Customer commits an irremediable breach of the Contract, persistently repeats a remediable breach or commits any remediable breach and fails to remedy it within 14 days of receipt of notice of the breach requiring remedy of the same; or
  - 9.1.2 the Customer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of solvent amalgamation or reconstruction); or
  - 9.1.3 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or
  - 9.1.4 the Customer ceases, or threatens to cease, to carry on business; or
  - 9.1.5 the Customer is resident in a jurisdiction other than England and Wales, if an event similar to any of those specified in Conditions and 9.1.2 occurs to or in relation to the Customer; or
  - 9.1.6 Roxor Group reasonably considers that any of the events specified in Conditions 9.1.1 to 9.1.5 inclusive is about to occur in relation to the Customer and notifies the Customer accordingly.
- 9.2 In the event of termination by Roxor Group pursuant to Condition 9.1 above then, without prejudice to any other right or remedy available to Roxor Group, Roxor Group shall be entitled to cancel the Contract or suspend any further deliveries under it without any liability to the Customer and, if the Products have already been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
- 9.3 The Customer shall be entitled to terminate the Contract forthwith by notice in writing to the Customer if Roxor Group commits an irremediable breach of the Contract, persistently repeats a remediable breach or commits any remediable breach and fails to remedy it within 14 days of receipt of notice of the breach requiring remedy of the same.

## 10. Indemnity

- 10.1 The Customer shall be liable, to pay Roxor Group (on demand in writing) for, and indemnify (and keep indemnified) Roxor Group against, all reasonable costs, expenses, charges and losses sustained or incurred by Roxor Group (including any loss of profit, loss of reputation, damage to property, loss of opportunity to deploy resources elsewhere, and legal costs on an indemnity basis) arising directly or indirectly from its fraud, negligence or failure to comply, or unreasonable delay in complying, with any of the Conditions or terms of the Contract.

## 11. Limitation of Liability

- 11.1 Subject to the other Conditions, Condition 11 sets out the entire financial liability of Roxor Group (including any liability for the acts or omissions of its employees, agents, and sub-contractors) to the Customer in respect of any breach of the Contract or loss or claim arising out of the Contract and any representation, statement, tortious act or omission, including negligence, arising under or in connection with the Contract and in respect of any use made (including any alterations or modifications) or resale by the Customer of any of the Products, or any product incorporating the Products.
- 11.2 Subject to Conditions 11.3 and 11.4:
- 11.2.1 Roxor Group shall not be liable to the Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill, loss of data or loss of business opportunity (in each case whether direct, indirect or consequential) or any claims for special, indirect or consequential loss, damages or compensation whatsoever (howsoever caused) which arise under, out of or in connection with the Contract;
  - 11.2.2 Roxor Group's total liability in contract, tort (including breach of statutory duty or negligence), misrepresentation, restitution or otherwise arising out of or in connection with the performance or contemplated performance of the Contract shall be limited to the Price or £100,000 (whichever is the greater).
- 11.3 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.



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- 11.4 Nothing in the Conditions excludes or limits Roxor Group's liability for death or personal injury caused by Roxor Group's negligence or for fraud or fraudulent misrepresentation or for any matter which it would be illegal for Roxor Group to exclude or attempt to exclude its liability for.
- 11.5 These Conditions are intended to govern business-to-business contracts. Nothing in these Conditions is intended to, nor shall they, affect any consumer's statutory rights.

## 12. Intellectual Property

- 12.1 Roxor Group warrants that it owns or is licensed to use the Intellectual Property Rights in the Products, such Intellectual Property Rights may be subject to territorial or use limitations.
- 12.2 The Intellectual Property Rights in the Products shall remain the property of Roxor Group (or its licensors) and the Intellectual Property Rights in any adapted version of the Roxor Group Products shall, as between the Parties, become the exclusive property of Roxor Group unless agreed otherwise in writing by Roxor Group.
- 12.3 Roxor Group grants the Customer a revocable, non-exclusive royalty free licence of its Intellectual Property Rights in the Products for the sole purpose of its own use or onward sale of the Products by the Customer for the normal use for this type of product, the licence granted shall be revocable at any time and subject to any limitations which may exist in respect of any Intellectual Property Rights, the Customer shall to the extent required by law observe any limitations of Roxor Group's Intellectual Property Rights and Roxor Group's reasonable direction as to use. If the Customer wants to use or sell the Products for any other purpose then it should contact Roxor Group for its consent in writing to do so. The Customer grants Roxor Group a non-exclusive royalty free licence of its Intellectual Property Rights for the sole purpose of performing its obligations under the Contract. The Customer shall promptly notify Roxor Group on receipt of any claim of infringement of any of Roxor Group's Intellectual Property Rights.

## 13. Force Majeure

- 13.1 Roxor Group reserves the right to defer the date of delivery of the Products or cancel the Contract (in each case without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond its reasonable control including, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, labour disputes (other than in relation to Roxor Group's own workforce), or restraints or delays affecting Roxor Group's or carriers, or inability or delay in obtaining supplies of adequate quality, provided that, if the event in question continues for a continuous period in excess of 60 days, the Customer shall be entitled to give notice in writing to Roxor Group to terminate the Contract.

## 14. Data Protection

- 14.1 The parties acknowledge that the parties may share limited Personal Data necessary for Roxor Group to assess and administer its Account and relationship with the Customer and in some circumstances to arrange and provide delivery of Products to the Customer or to clients of the Customer, (which may include sharing strictly limited identity and contact Personal Data necessary to perform the Contract), as such each party ordinarily act as separate Data Controllers. Each party will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data for the duration and purposes of the arrangement under these Conditions.
- 14.2 Each party warrants that they will comply fully with the Data Laws and will not process Personal Data outside of the EEA or UK, without meeting the requirements of the Data Laws. Each Party confirm that they have has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- 14.3 Each party shall ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential.

## 15. General

- 15.1 The remedies available to Roxor Group under the Contract shall be without prejudice to any other rights, either at common law or under statute, which it may have against the Customer.
- 15.2 The failure or delay of Roxor Group to enforce or to exercise, at any time or for any period of time, any term of or any right, power or privilege arising pursuant to the Contract does not constitute and shall not be construed as a waiver of such term or right and shall in no way affect its right to enforce or exercise it, nor

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- shall any single or partial exercise of any remedy, right, power or privilege preclude any further exercise of the same or the exercise of any other remedy, right, power or privilege. Any waiver by Roxor Group must be made in writing to be effective and binding.
- 15.3 The invalidity or unenforceability of any term of, or any right arising pursuant to the Contract shall not in any way affect the remaining terms or rights, which shall be construed as if such invalid or unenforceable term or right did not exist.
- 15.4 Any notice or written communication required or permitted to be served on or given to either party under the Contract shall be delivered by hand or sent by recorded delivery mail to the other party at its address set out above or to such other address which it has previously notified to the sending party and shall be deemed to have been given when actually received or, if sent by recorded delivery mail and returned marked "gone away" or to the like effect, on return of such recorded delivery mail.
- 15.5 The Contract is personal to the Customer and the Customer may not assign, transfer, sub-contract or otherwise part with the Contract or any right or obligation under it without the prior written consent of Roxor Group.
- 15.6 The Contract contains all the terms agreed by the parties relating to the subject matter of the Contract and supersedes any prior agreements, understandings or arrangements between them, whether oral or in writing, and no representation (unless made fraudulently), undertaking or promise shall be taken to have been given or been implied from anything said or written in negotiations between the parties prior to the Contract except as set out in the Contract. In particular, the Customer acknowledges that it has not been induced to enter into the Contract by any representation or warranty other than those contained or referred to in Condition 7 above.
- 15.7 In the event of any conflict between the provisions of the Contract and of any other document referred to in it, the provisions of the Contract shall prevail.
- 15.8 The construction, validity and performances of the Contract is governed by the law of England and the parties accept the exclusive jurisdiction of the English Courts. The Customer shall have the right to commence proceedings solely in the English Courts but Roxor group shall have the right to commence proceedings in the courts of England or of the country in which the Products are delivered or of the country in which the Customer is resident or which otherwise have jurisdiction in accordance with any international convention.
- 15.9 No person who is not a party to these Conditions shall have any right to enforce any term of these Conditions pursuant to the Contracts (Rights of Third Parties) Act 1999.

Print name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_