

**STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES****1. INTERPRETATION**

1.1 Definitions. In these Conditions, the following definitions apply:

<b>“Bespoke Goods”</b>	means any bespoke or custom-made Goods manufactured, designed, modified or otherwise procured by the Supplier or a third party at the direction of the Supplier, specifically for the Customer.
<b>“Bespoke Goods Specification”</b>	any specification for the Bespoke Goods, including any relevant plans or drawings, that is agreed in writing by the Customer and the Supplier.
<b>“Business Day”</b>	a day other than a Saturday, Sunday or public holiday in England when UK clearing banks in the city of London are open for general business.
<b>“Cleanroom”</b>	means a full modular cleanroom installed by the Supplier.
<b>“Commencement Date”</b>	has the meaning set out in clause 2.3.
<b>“Conditions”</b>	these terms and conditions as amended from time to time in accordance with clause 16.7.
<b>“Consumer”</b>	has the meaning given to it in the Consumer Rights Act 2015.
<b>“Contract”</b>	the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Conditions and incorporating the Order and these Conditions.
<b>“Contract Price”</b>	the total amount paid or payable by the Customer under the Contract.
<b>“CRA Legislation”</b>	means the Consumer Rights Act 2015, the Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2015, as amended and in force from time to time.
<b>“Customer”</b>	the person or firm who purchases the Goods and/or Services from the Supplier including but not limited to Online Customers.
<b>“Deliverables”</b>	the deliverables set out in the Order.
<b>“Delivery Point”</b>	has the meaning given in clause 4.1.
<b>“Force Majeure Event”</b>	has the meaning given to it in clause 15.1.
<b>“Goods”</b>	the goods (or any part of them) set out in the Order including the Bespoke Goods and the Online Goods.
<b>“Intellectual Property Rights”</b>	patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and 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 which subsist or will subsist now or in the future in any part of the world.

“Maintenance Agreement”	means an agreement (which may be referred to as a service and/or validation agreement) between the Customer and the Supplier for the servicing and maintenance of the Goods supplied by the Supplier to the Customer.
“Online Customer”	means a Customer who has purchased the Goods from the Site.
“Online Goods”	means the Goods purchased from the Site.
“Order”	the Customer’s order for the supply of Goods and/or Services, as set out in the Customer’s purchase order form (“PO”) which may be submitted in person, by letter, by fax or by email or a verbal order made by telephone or the Customer’s written acceptance of the Supplier’s quotation (in which case the written acceptance and the quotation shall together constitute the “Order”), or where the Customer is an Online Customer, the submission of the order for Online Goods on the Site selecting “Checkout” and “Submit“, as the case may be.
“Services”	the services, including the Deliverables (where any), supplied by the Supplier to the Customer as set out in the Services Specification.
“Services Specification”	the drawings, description and/or specification for the Services provided in writing by the Supplier to the Customer.
“Site”	the Supplier’s website at <a href="http://www.cleanroomshop.com">www.cleanroomshop.com</a> . & <a href="http://www.connect2cleanrooms.com">www.connect2cleanrooms.com</a> and <a href="http://www.connect2cleanrooms.de">www.connect2cleanrooms.de</a> and <a href="http://Connect2Cleanrooms.nl">Connect2Cleanrooms.nl</a>
“Supplier”	Connect 2 Cleanrooms Ltd registered in England and Wales with company number 04934446, or its subsidiary company Connect 2 Cleanroom BV registered in the Netherlands 65763807.
“Supplier Materials”	has the meaning set out in clause 9.1(g).

1.2 Construction. In these Conditions, the following rules apply:

- (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) a reference to **writing** or **written** includes e-mails.

## 2. BASIS OF CONTRACT AND CUSTOMER WARRANTY

2.1 The Customer warrants that it is not a Consumer and does not have any right under the CRA Legislation.

2.2 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.

2.3 The Order shall only be deemed to be accepted:

(a) in the case of an Order for Goods only (which are not Bespoke Goods), when the Supplier issues written acceptance of the Order or delivers the Goods (if earlier);

(b) in the case of an Order for Bespoke Goods and/or Services, when the Supplier approves in writing, the Bespoke Goods Specification or the Services Specification (as applicable) or delivers the Bespoke Goods, or begins to perform the Services (if earlier),

at which point and on which date the Contract shall come into existence (“**Commencement Date**”).

2.4 All Orders placed are subject to availability, and where an Order is placed by an Online Customer, if the Goods ordered are not in stock, no longer available, mispriced or if the Supplier is otherwise unable to supply the Goods, the Supplier shall notify the Customer of this fact by email or telephone as soon as reasonably practicable, and not process the Order. If payment has already been taken, the Supplier shall refund the Customer within 7 Business Days of the Customer making payment.

2.5 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.

2.6 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier’s catalogues, brochures or on the Site are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force and where the Customer is an Online Customer, images of the Goods on the Site are for illustrative purposes only. Although the Supplier has used reasonable efforts to display the colours accurately, it cannot guarantee that the Customer’s display of the colours and nature of the materials of the Goods will accurately display the colour and nature of the materials of the Goods, and the Goods may vary slightly from the images.

2.7 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.8 Unless otherwise expressly stated otherwise, any quotation given by the Supplier shall not constitute an offer and a Contract can only be formed in accordance clause 2.3 and is only valid for a period of 90 calendar days from its date of issue provided that the Supplier has not previously withdrawn it.

2.9 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

2.10 The use of the Site is governed by the Supplier’s Terms of Website Use and Website Acceptable Use Policy attached as Schedule 1.

## 3. GOODS

3.1 The Goods and Services are described as follows:

(a) the Goods (excluding the Online Goods and the Bespoke Goods) are described in the quotation or the Supplier’s acknowledgement of Order

- (whichever is dated the later);
- (b) the Bespoke Goods are described in the Bespoke Goods Specification;
  - (c) the Online Goods are described on the Site; and
  - (d) the Services are detailed in the Services Specification.
- 3.2 To the extent that the Bespoke Goods are to be manufactured in accordance with a Bespoke Goods Specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Bespoke Goods Specification. This clause (a) shall survive termination of the Contract.
- 3.3 The Supplier reserves the right to amend the Bespoke Goods Specification if required by any applicable statutory or regulatory requirements.
- 4. DELIVERY OF GOODS**
- 4.1 For the purposes of these conditions, the **"Delivery Point"** shall be:
- (a) in relation to Online Goods, the address provided by the Online Customer as the "delivery address" on the Site;
  - (b) in relation to other Goods (excluding Online Goods), the address provided in the Order, provided always that the Supplier has not notified the Customer that it is unable to deliver to that location;
  - (c) the Supplier's premises where the Customer and Supplier have agreed that the Customer (or its representative) shall collect the Goods from the Supplier and the Supplier makes the Goods available for collection by the Customer.
- 4.2 Unless otherwise agreed in writing by the Supplier, delivery of the Goods and Services shall take place at the Delivery Point.
- 4.3 When the Goods and Services are ready for delivery or collection (as applicable), the Supplier shall contact the Customer to confirm the delivery time ("**Delivery Date**").
- 4.4 The Customer shall take delivery of the Goods and Services on the Delivery Date and the Customer shall ensure that an authorised person is present at the Delivery Point on the Delivery Date to accept delivery of the Goods and to facilitate the Services (where applicable).
- 4.5 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Point (prior to loading where the Goods are being collected from the Supplier's premises).
- 4.6 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 4.7 Any dates specified by the Supplier for delivery of the Goods and the provision of the Services are intended to be an estimate and time for delivery is not of the essence of the Contract. If no dates are so specified, delivery shall be within a reasonable time.
- 4.8 The Customer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for unloading the Goods.
- 4.9 The Customer shall be responsible for the disposal of all waste and packaging which arises as a result of

- the supply of the Goods and Services.
- 4.10 The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.11 If for any reason the Customer fails to accept delivery of any of the Goods on the Delivery Date, or the Supplier is unable to deliver the Goods or provide the Services on time because the Customer has not provided appropriate instructions, documents, licences, authorisations or access to the Delivery Point:
- (a) delivery of the Goods shall be deemed to have been completed on the Delivery Date;
  - (b) risk in the Goods shall pass to the Customer (including for loss or damaged caused by the Supplier's negligence);
  - (c) the Supplier may store the Goods until delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance);
  - (d) payment for the Goods will become due (to the extent that payment has not already been made).
- 4.12 If 10 Business Days after the Supplier notified the Customer that the Goods were ready for delivery the Customer has not taken or accepted (as applicable) delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 4.13 The Customer is responsible for obtaining, at its own cost, such import licences and other consents

in relation to the Goods as are required from time to time and, if required by the Supplier the Customer shall make those licences and consents available to the Supplier prior to the relevant shipment.

## 5. NON-DELIVERY

5.1 The quantity of any consignment of Goods as recorded by the Supplier on despatch from the Supplier's place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary.

5.2 The Supplier shall not be liable for any non-delivery of Goods and/or non-performance of Services (even if caused by the Supplier's negligence) unless the Customer gives written notice to the Supplier of the non-delivery within 3 Business Days of the Delivery Date. Refer to the Supplier's returns policy found on the website for further guidance.

5.3 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event, the Customer's failure to provide the Supplier with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.

## 6. QUALITY OF GOODS

6.1 The Supplier warrants that on delivery, and for a period of 12 months from the date of delivery ("warranty period") or for the period of 60 months from the date of delivery ("Extended Warranty Period") only in the case of a Cleanroom supplied and installed by the Supplier and in respect of which the Customer has entered into a Maintenance Agreement, the Goods shall:

- (a) conform in all material respects with their description and any applicable Bespoke Goods Specification;
  - (b) be free from material defects in design, material and workmanship; and
  - (c) be fit for any purpose expressly held out by the Supplier.
- 6.2 Subject to clause 6.3 and the terms of the Maintenance Agreement (in the case of a Cleanroom), if:
- (a) the Customer gives notice in writing during the warranty period or the Extended Warranty Period (as applicable) within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 6.1;
  - (b) the Supplier is given a reasonable opportunity of examining such Goods; and
  - (c) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost,
- the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods (and not, for the avoidance of doubt, any other Goods provided by the Supplier which are not defective) in full.
- 6.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty in clause 6.1 if:
- (a) in the case of a Cleanroom benefitting from an Extended Warranty Period, the Customer fails to comply with the Maintenance Agreement in any respect, including but not limited to, if the Customer fails to make any payment owing to the Supplier under the Agreement or prevents or hinders the performance of the maintenance services by the Supplier or any third party;
  - (b) the Customer makes any further use of such Goods after discovery of the defect or giving a notice in accordance with clause 6.2;
  - (c) the defect arises because the Customer failed to follow the Supplier's or the manufacturer's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
  - (d) the defect arises as a result of the Supplier following any drawing, design or Goods Specification supplied by the Customer;
  - (e) the Customer or any third party alters or repairs such Goods without the written consent of the Supplier;
  - (f) the defect arises as a result of fair wear and tear (including but not limited to the expiration of any consumables including, but not limited to, light bulbs, batteries and filters), wilful damage, negligence, or abnormal working conditions;
  - (g) the Customer has failed to make payment in full for the Goods in respect of which it wishes to make a warranty claim;
  - (h) the Goods differ from the Bespoke Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
- 6.4 For the avoidance of doubt, the Customer will be responsible for the Supplier's standard fees in respect of any engineer call-out in the circumstances set out in clause 6.3 above.
- 6.5 Except as provided in this clause 6, the Supplier shall have no liability to the Customer in respect of the

- Goods' failure to comply with the warranty set out in clause 6.1.
- 6.6 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Supplier under clause 6.2.
- 7. TITLE AND RISK**
- 7.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 7.2 Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods.
- 7.3 Until title to the Goods has passed to the Customer, the Customer shall:
- (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
  - (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
  - (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
  - (d) notify the Supplier immediately if it becomes subject to any of the events listed in clause 14.1(b) to clause 14.1(m); and
  - (e) give the Supplier such information relating to the Goods as the Supplier may require from time to time.
- 7.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 14.1(b) to clause 14.1(m), then, without limiting any other right or remedy the Supplier may have the Supplier may at any time:
- (a) require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
  - (b) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
- 8. SUPPLY OF SERVICES**
- 8.1 The Supplier shall provide the Services to the Customer in accordance with the Service Specification in all material respects.
- 8.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in Service Specification, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 8.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 8.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.
- 9. CUSTOMER'S OBLIGATIONS**
- 9.1 The Customer shall:
- (a) ensure that the terms of the Order and (if submitted by the Customer) the Bespoke Goods Specification and the Services Specification are complete and accurate and match the Customer's requirements;
  - (b) co-operate with the Supplier in all matters relating to the Services;
  - (c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises or such other location at which

- the Supplier has agreed to provide the Services, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;
- (d) provide the Supplier with all such information and materials as the Supplier may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
- (e) prepare the Customer's premises for the supply of the Services in accordance with all written and oral instructions given by the Supplier and/or any of its representatives;
- (f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (g) keep and maintain all materials, equipment, documents and other property of the Supplier ("**Supplier Materials**") at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation.
- 9.2 Where the Goods are being delivered and used outside of the United Kingdom, the Customer warrants to the Supplier that it has informed the Supplier of all laws and regulations affecting the manufacture, sale, packaging and labelling of the Goods which are in force within the territory to which the Goods are being delivered or intended for use or any part of it ("**Local Regulations**") as at the date of the Order.
- 9.3 The Supplier shall be entitled to decide whether to use reasonable commercial efforts to ensure that the Goods comply with the Local Regulations or whether to decline to accept the Order.
- 9.4 If the Supplier's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**"):
- (a) the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer or any third party arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 9.2; and
- (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.
- 10. CHARGES AND PAYMENT**
- 10.1 Subject to clause 10.3 and clause 10.13, the price for Goods and the Services shall be the price set out in the Order or, if no price is quoted, the price set out in the Supplier's published price list as at the Delivery Date. The price of the Goods is exclusive of all costs and charges of loading, unloading, packaging, insurance, import duties, taxes, transport of the Goods, which shall be paid by the Customer in addition.



- 10.2 Prices for Goods may be quoted in pounds sterling (GBP), Euros, and/or US Dollars. Where the Supplier has not indicated and where a choice of currency is offered, payment may be made by the Customer in any offered currency. The exchange rate is the quoted exchange rate of National Westminster Bank plc (“**Natwest Rate**”) and the Supplier is entitled to vary the exchange rate from time to time in accordance with fluctuations in the Natwest Rate.
- 10.3 Where the Customer is ordering Bespoke Goods, if the Supplier is required to provide more than two (2) revisions to the Bespoke Goods Specification, additional charges shall be payable by the Customer and such charges shall be notified by the Supplier in writing.
- 10.4 The Supplier reserves the right to increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:
- (a) any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
  - (b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Bespoke Goods Specification; or
  - (c) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.
- 10.5 Notwithstanding any changes to the delivery date(s), quantities or types of Goods ordered, or the Bespoke Goods Specification, the Customer shall not be afforded delayed or extended payment terms and the Customer shall make payment to the Supplier on the basis of the original Order in accordance with these Conditions.
- Payment for Bespoke Goods and Services**
- 10.6 In respect of Bespoke Goods, Cleanrooms and Services, unless expressly stated otherwise in the Contract, the Supplier shall be entitled to invoice the Customer for 50% of the total fees payable by the Customer when the Customer places the Order (“**Deposit**”) and the remainder within 7 days of the Supplier notifying the Customer that the Bespoke Goods are ready for delivery or the Bespoke Goods are despatched from the Supplier to the Customer (whichever is the earlier).
- 10.7 The Deposit is non-refundable and without prejudice to the other rights of the Supplier under these Conditions, the Supplier shall be entitled to retain the Deposit if the Customer cancels the Order. If the deposit remains unpaid when the Customer cancels the order, then the Customer is still liable for payment of the deposit.
- 10.8 If the Customer cancels the Order after the Supplier has notified the Customer of the Delivery Date, the Supplier shall be entitled to retain the Deposit and invoice the Customer for a further 25% of the Contract Price by way of liquidated damages.
- 10.9 The parties acknowledge and agree that these sums represent a genuine pre-estimate of the loss that the Supplier would suffer if the Customer cancels an Order for Bespoke Goods.
- Payment for Goods (other than Bespoke Goods and Online Goods)**
- 10.10 In respect of all other Goods (other than Bespoke Goods and Online Goods) the Supplier shall be entitled to invoice the Customer:
- (a) In the case of Customers with agreed credit accounts, on or at any time after the Goods have been despatched to the Customer, or the Supplier

- notifies the Customer that the Goods are ready for delivery (whichever is the earlier); or
- (b) In the case of Customers without agreed credit accounts, at any time prior to despatch of the Goods to the Customer.
- 10.11 The Customer shall pay each invoice submitted by the Supplier:
- (a) within 30 days of the date of the invoice; and
- (b) in full and in cleared funds to a bank account nominated in writing by the Supplier or by such other method as the parties may agree.
- 10.12 Where a Customer does not have an agreed credit account with the Supplier the Supplier shall be under no obligation to despatch the Goods until such time as payment has been received in full and in cleared funds by the Supplier.
- Prices and Payment for Online Goods**
- 10.13 The price of the Online Goods will be as quoted on the Site at the time the Customer submits the Order.
- 10.14 Prices for Online Goods may change from time to time, but changes will not affect Orders already placed.
- 10.15 Prices for Online Goods excludes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. If the rate of VAT changes between the date of the Supplier's Order and the Delivery Date, the Supplier shall be entitled to payment of the difference (unless payment has been made in full before the change in VAT takes place).
- 10.16 Subject to clauses 10.26 and 10.27, international (non UK) Customers will not be charged tax, and this liability will be the responsibility of the Customer at the point of import.
- 10.17 The Supplier shall be entitled to request payment for Online Goods:
- (a) upon the placing of the Order by the Customer; or
- (b) by submitting an invoice to the Customer at any time on or after the Order is placed.
- 10.18 Unless otherwise expressly stated, all invoices are payable no later than 30 days from the date of the invoice.
- Payment Terms applicable to all Goods and Services**
- 10.19 Time for payment by the Customer in all cases shall be of the essence of the Contract.
- 10.20 If the Customer has agreed separate credit terms and has a credit account with the Supplier, payment may be made in accordance with agreed terms. Credit accounts will be issued by the Supplier at the Supplier's sole discretion and subject to status and satisfactory credit checks. Credit accounts will only be considered for full time businesses with regular purchasing requirements and credit is only available to persons aged 18 and over.
- 10.21 The Supplier reserves the right to suspend or terminate any credit accounts at its sole discretion and without prior notice to the Customer.
- 10.22 Subject to clauses 10.15 and 10.16, all amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- 10.23 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 5% per annum above National Westminster Bank's base rate from time to time. Such

- interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 10.24 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.
- 10.25 The Supplier reserves the right to withhold, delay or suspend delivery of any Goods where any payment is outstanding and owing by the Customer to the Supplier.
- 10.26 Customers who are companies located in another member state of the European Union must provide their National Tax Registration Number in order to benefit from the EU VAT Exemption Scheme. If the National Tax Registration Number is not supplied, VAT will be charged.
- 10.27 Where the Goods are being exported outside of the European Union, the Supplier reserves the right to charge a VAT deposit at the UK Standard rate until sufficient proof of export documentation or evidence is provided. Failure to subsequently provide such correct proof of export documentation will require the Supplier to levy VAT at the standard rate within the country of the Supplier's tax residence.
- 11. INTELLECTUAL PROPERTY RIGHTS**
- 11.1 All Intellectual Property Rights in or arising out of or in connection with the manufacture of the Bespoke Goods or the Services shall be owned by the Supplier. The Supplier may claim Research and Development (R&D) tax relief against the project.
- 11.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.
- 11.3 All Supplier Materials are the exclusive property of the Supplier.
- 12. CONFIDENTIALITY**
- A party ("receiving party") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party ("disclosing party"), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 12 shall survive termination of the Contract.
- 13. LIMITATION OF LIABILITY**
- 13.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  - (b) fraud or fraudulent misrepresentation;
  - (c) breach of the terms implied by section 2 of the Supply of

- Goods and Services Act 1982 (title and quiet possession);
- (d) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- (e) defective products under the Consumer Protection Act 1987.
- 13.2 Subject to clause 13.1:
- (a) the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the greater of:
- (i) 120% of the Contract Price; and
- (ii) the amount actually recovered by the Supplier under its policy of insurance in respect of a claim by the Customer.
- 13.3 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 13.4 This clause 13 shall survive termination of the Contract.
- 14. TERMINATION**
- 14.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing to do so;
- (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;

- (e) the other party (being an individual) is the subject of a bankruptcy petition or order;
  - (f) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
  - (g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
  - (h) the holder of a qualifying charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
  - (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
  - (j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.1(b) to clause 14.1(i) (inclusive);
  - (k) the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;
  - (l) the other party's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
  - (m) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 14.2 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 14.3 Without limiting its other rights or remedies, the Supplier may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under this Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 14.1(b) to clause 14.1(m), or the Supplier reasonably believes that the Customer is about to become subject to any of them.
- 14.4 On termination of the Contract for any reason:
- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
  - (b) the Customer shall return all of the Supplier Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe

keeping and will not use them for any purpose not connected with this Contract;

- (c) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- (d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

## 15. FORCE MAJEURE

- 15.1 For the purposes of this Contract, “**Force Majeure Event**” means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, terrorist attack, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, delays at customs points, accident, breakdown of plant or machinery (including motor vehicles), fire, flood, storm or default of suppliers or subcontractors.
- 15.2 The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- 15.3 If the Force Majeure Event prevents the Supplier from providing any of the Services and/or Goods for more than 8 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

## 16. GENERAL

### 16.1 Assignment and other dealings.

- (a) The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
- (b) The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

### 16.2 Notices.

- (a) Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier or e-mail.
- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 16.2(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, one Business Day after transmission

- provided that the sender receives no message of non-delivery and does not recall the email.
- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action
- 16.3 **Severance.**
- (a) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- (b) If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 16.4 **Waiver.** A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 16.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 16.6 **Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 16.7 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Supplier.
- 16.8 **Governing law.** This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 16.9 **Jurisdiction** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

## SCHEDULE 1

### PART 1: Privacy Policy

Cleanroomshop.com collect information about you for 2 reasons: firstly, to process your order and second, to provide you with the best possible service. We will give you the chance to refuse any marketing email from us within every communication and will never pass on your details to any third party unless otherwise specified in the Data Protection Notice.

The type of information we will collect about you includes: your name, address, phone number, email address, credit/debit card details. Credit card details will never be stored. We will never collect sensitive information about you without your explicit consent. The information we hold will be accurate and up to date.

You can check the information that we hold about you by emailing us. If you find any inaccuracies we will delete or correct it promptly.

The personal information which we hold will be held securely in accordance with our internal security policy and the prevailing Privacy Legislation. If we intend to transfer your information outside the EEA (European Economic Area) we will always obtain your consent first.

#### Security

Connect 2 Cleanrooms Limited understands that shopping on the internet can feel risky and insecure. What happens to the information you provide? In particular what happens to your credit or debit card details?

Connect 2 Cleanrooms Limited requires card payments to ensure all your orders are processed efficiently. Therefore card security is high priority and we have taken every precaution to ensure that this information is collected and used accurately and confidentially without danger of unauthorised access.

Our Payment Service Provider is Sage Pay (formerly Protix) - the largest independent

payment service provider (PSP) in the UK and Ireland. Sage Pay provides a secure payment gateway (Level 1 PCI DSS), processing payments for thousands of online businesses, including ours. It is Sage Pay's utmost priority to ensure that transaction data is handled in a safe and secure way.

Sage Pay uses a range secure methods such as fraud screening, I.P address blocking and 3D secure. Once on the Sage Pay systems, all sensitive data is secured using the same internationally recognised 256-bit encryption standards.

Sage Pay is PCI DSS (Payment Card Industry Data Security Standard) compliant to the highest level and maintains regular security audits. They are also regularly audited by the banks and banking authorities to ensure that their systems are impenetrable.

Sage Pay is an active member of the PCI Security Standards Council (PCI SSC) that defines card industry global regulation.

In addition, you know that your session is in a secure encrypted environment when you see https:// in the web address, and/or when you see the locked padlock symbol alongside the URL.

So when buying through our site, you can be sure that you are completely protected. No credit card details are ever stored in a database.

If you have any questions/comments about security, you can email us at [info@cleanroomshop.com](mailto:info@cleanroomshop.com).

### PART 2: Data Protection Notice

Cleanroomshop.com is the trading name of; Connect 2 Cleanrooms Limited, a company trading in England. The purpose of this statement is to set out how we use personal information that we may obtain about you. By registering as a user of the services provided by Cleanroomshop.com and by using



the cleanroomshop.com web site generally you agree to this use.

When you register and use this site you will be asked to provide certain information such as your contact details. We will store this data and hold it on computers or otherwise. We will use this data to fulfil our agreement with you.

We may use information that you provide or that is obtained by us:

1. To register you with our web site and to administer our web site services.
2. For assessment and analysis (e.g. market, customer and product analysis) to enable us to review, develop and improve the services which we offer and to enable us to provide you and other customers with relevant information through our marketing programme. We may use your information to make decisions about you using computerised technology, for example automatically selecting products or services which we think will interest you from the information we have. We may inform you (by email, telephone, text message, mail or otherwise) about products and services (including those of other companies and organisations) which we consider may be of interest to you. If you do not wish Connect 2 Cleanrooms Limited to use your information for marketing purposes, there will be an option to unsubscribe in every communication.
3. For the prevention and detection of fraud.
4. To administer any prize draws or competitions you may enter.

We may give information about you to the following, who may use it for the same purposes as set out above:

1. To other companies in the Group.

2. To employees and agents of the Group to administer any accounts, products and services provided to you by the Group now or in the future.
3. Agents who profile your data so that we may tailor the goods/services we offer to your specific needs.
4. To other organisations for the administration of prize draws or competitions.

We may also disclose your information:

1. To anyone to whom we transfer or may transfer our rights and duties under our agreement with you.
2. If we have a duty to do so or if the law allows us to do so.

In order that we can monitor and improve the site, we may gather certain information about you when you use it, including details of your domain name and IP address, operating system, browser, version and the web site that you visited prior to our site.

New technologies are emerging on the Internet that help us to deliver customised visitor experiences. In particular, there is a technology called "cookies" which may be used by us to provide you with customised information from our web site. A cookie is an element of data that a web site can send to your browser, which may then store it on your system. Cookies allow us to understand who has seen which pages and advertisements, to determine how frequently particular pages are visited and to determine the most popular areas of our web site.

Cookies also allow us to make our web site more user friendly by, for example, allowing us to save your password so that you do not have to re-enter it every time you visit our web site. We use cookies so that we can give you a better experience when you return to our web site. Most web browsers automatically accept cookies. You do not have to accept cookies, and you should read the information that came with your browser software to see how you can set up your

browser to notify you when you receive a cookie, this will give you the opportunity to decide whether to accept it.

We may supplement the information that you provide to us with information that we receive from third parties.

We endeavour to take all reasonable steps to protect your personal information. However, we cannot guarantee the security of any data you disclose on-line. You accept the inherent security risks of providing information and dealing on-line over the Internet and will not hold us responsible for any breach of security unless this is due to our negligence or wilful default.

You have the right to see personal data (as defined in the Data Protection Act) that we keep about you, upon receipt of a written request and payment of a fee. If you are concerned that any of the information we hold on you is incorrect please contact us.

Please be aware that our site may link to other web sites which may be accessed through our site. We are not responsible for the data policies or procedures or the content of these linked web sites.

In the course of undertaking the activities specified in this Data Protection policy we may transfer data outside the European Economic Area to countries which do not have data protection laws or to countries where your privacy and other fundamental rights may not be protected as extensively as in the United Kingdom.

Please note that any products and services are supplied subject to our standard terms and conditions. If you have any comments or queries in connection with our Data Protection Notice, please e-mail us at [info@cleanroomshop.com](mailto:info@cleanroomshop.com) or call 01524 813022. Please note we are members of the Information Commissioners Office registration number Z3664381 for Data Protection.