

Terms and Conditions of Sale

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions, the following definitions apply:

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in Scotland are open for business.

Conditions: the terms and conditions set out in this document as amended from time to time. Variations as in accordance with Clause 13.7.

Contract: the contract between Thermolectric Conversion Systems Ltd (TCS) and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

Customer: the party which purchases the Goods from TCS.

Force Majeure Event: has the meaning given in Clause 12.

Goods: the goods (or any part of them) set out in the Order.

Intellectual Property Rights: all copyright, database rights, topography rights, design rights, trade marks, trade names, utility models, patents, domain names and any other intellectual property rights of a similar nature (whether or not registered) subsisting anywhere in the world in or associated with the Goods.

Order: the Customer's order for the Goods, as made via any medium, including but not limited to telephone; email; Whatapp; online form etc, to TCS.

Specification: any specification for the Goods, including any related plans and drawings.

TCS: Thermolectric Conversion Systems Limited is registered in Scotland with company number SC478062 and is the supplier of the Goods.

The Party(ies): Could mean TCS or the Customer or both.

1.2 **Interpretation:** 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 personal representatives, successors or permitted assigns.

(c) A reference to a statute or statutory provision is a reference to such statute or 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.

(e) A reference to **writing** or **written** includes but is not limited to faxes; emails; WhatApp, online form.

2. ORDER AND GOODS

2.1 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.

2.2 The Order shall only be deemed to be accepted when TCS issues an email confirming acceptance of the Order, at which point the Contract shall come into existence.

- 2.3 A quotation for the Goods given by TCS shall not constitute an offer. A quotation shall only be valid for a period of 30 Business Days from its date of issue.
- 2.4 All descriptions of the products and services contained on the TCS website or otherwise communicated to the Customer are approximate only and shall not form any part of the contract between TCS and the Customer.
- 2.5 TCS is a business-to-business supplier. The TCS website is intended for use by business customers and not by consumers or private individuals. Notwithstanding the foregoing, nothing in these terms and conditions of sale shall affect the statutory rights of a Customer who deals as a consumer.
- 2.6 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 TCS which is not set out in the Contract.
- 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 and shall apply to all future arrangements between the parties for TCS to supply and the Customer to buy goods unless the parties agree otherwise in writing.
- 2.8 Any samples, drawings, descriptive matter, or advertising produced by TCS and any descriptions or illustrations contained in TCS's catalogues, brochures or websites are produced for the sole purpose of giving an approximate idea of the Goods described in them and may be amended by TCS at any time. They shall not form part of the Contract or have any contractual force.
- 2.9 TCS reserves the right to amend the specification of the Goods at any time.
- 2.10 The Goods are neither recommended nor authorised for use in life support, surgical implantation, nuclear or aircraft applications or for any use or application in which its malfunction or failure could cause injury or damage.

3. PRICE AND PAYMENT

- 3.1 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in TCS's published price list in force as at the date of delivery. The prices of the Goods are as set out on the TCS website at the date of despatch of the ordered products.
- 3.2 The price of the Goods is exclusive of the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer. The Customer will be responsible for, but not limited to, any import or export duties and/or taxes including handling fees, local taxes and other associated costs.
- 3.3 The price of the Goods is exclusive of amounts in respect of value added tax (**VAT**). The Customer shall, on receipt of a valid VAT invoice from TCS, pay to TCS such additional amounts in respect of VAT as are chargeable on the supply of the Goods.
- 3.4 TCS will issue an invoice in respect of each Order for the Goods (including VAT, where applicable).
- 3.5 Unless otherwise agreed in writing, the Customer shall pay to TCS the total amount of each and any invoice(s) in GBP Sterling (£) by electronic transfer to TCS's nominated bank account/or via Stripe, with an additional charge levied, within 30 days of the date of the invoice, notwithstanding that delivery may not have taken place and that property in the Goods has not yet passed to the Customer. The time for payment shall be of the essence and no payment shall be deemed to have been made until TCS has received payment in cleared funds.
- 3.6 If the Customer does not make payment on or before the date on which it is due, interest shall be payable on the overdue amount at the rate which is 8% above the base rate of Clydesdale Bank, from time to time. Interest shall be payable at this rate both before and after any

judgment is made against the Customer until the date on which payment in cleared funds is received in full, including all accrued interest.

3.7 The Customer shall make all payments due under this Contract without any deduction by way of set-off, counterclaim, transaction fee, discount or otherwise.

3.8 Without limiting its other rights or remedies, TCS may suspend provision of the Goods under the Contract or any other contract between the Customer and TCS if the Customer fails to pay any amount due under this Contract on the due date for payment.

4. DELIVERY

4.1 TCS shall deliver the Goods to the delivery location which is agreed between the parties. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. TCS shall not be liable for any delay in delivery of the Goods.

4.2 TCS 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.

4.3 TCS shall be entitled to withhold delivery of any Order if any invoice which has been issued to the Customer is overdue and unpaid.

4.4 Times and dates for delivery quoted on the TCS website are approximate only.

4.5 The Customer shall, within fourteen days of the estimated date of delivery provided by TCS, give written notice of any claim for non-delivery of all or any of the invoiced Goods.

4.6 The Customer shall, within thirty days of the arrival of each delivery of the Goods at the agreed delivery location:

(a) conduct a thorough inspection of the appearance, quantity, materials, workmanship as well as performance of the Goods in order to verify and confirm the conformity of the delivered Goods with the Warranty; and

(b) give written notice of rejection to TCS on account of any defect by reason of which the Customer alleges that the Goods delivered do not comply with the Warranty and which was apparent on reasonable inspection.

4.7 If the Customer fails to give notice as specified in Clause 4.6 then, except in respect of any defect which is not one which would be apparent on reasonable inspection, the Goods shall conclusively be presumed to comply with the Warranty and this Contract and, accordingly, the Customer shall be deemed to have accepted the delivery of the Goods in question and TCS shall have no liability to the Customer with respect to that delivery (except in relation to liability for any latent defects).

4.8 If the Customer alleges that any Goods are defective, it shall, if so requested by TCS, return the relevant Goods (unaltered and unrepaired) to TCS for inspection as soon as possible and at its own risk and expense including but not limited to courier, import duties, courier handling charges and VAT.

4.9 If TCS agrees that the Goods which have been rejected by the Customer in accordance with Clause 4.6, do not comply with the Warranty, TCS shall:

(a) supply replacement or repaired Goods which comply with the Warranty, in which event TCS shall be deemed not to be in breach of this Agreement or have any liability to the Customer for the rejected Goods; or

(b) notify the Customer that it is unable to supply replacement Goods, in which case TCS shall grant to the Customer a credit equal to the value of the Goods which TCS agrees do not comply with the Warranty.

4.10 TCS's decision as to whether the Goods comply with the Specification shall be final.

- 4.11 Subject to the other provisions of this Clause 4, the Customer may only return Goods with TCS's prior written agreement and will be subject to a handling charge of 20% of the total invoice value, plus expenses reasonably incurred by TCS in dealing with the cancellation and/or return of the Order.

5. TITLE AND RISK

- 5.1 Unless otherwise agreed between the parties in writing, risk in and responsibility for the Goods shall pass to the Customer once they have been delivered to the carrier appointed to deliver the Goods to the agreed delivery location.
- 5.2 Ownership of the Goods shall not pass to the Customer until TCS has received payment in full of all monies owed by the Customer to TCS.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 The Customer acknowledges that:
- (a) the Intellectual Property Rights are TCS's (or its licensor's) property;
 - (b) nothing in these Conditions shall be construed as conferring any licence or granting any rights in favour of the Customer in relation to the Intellectual Property Rights.
- 6.2 If at any time it is alleged that the Goods (or any part of them) infringe the rights of any third party or if, in TCS's reasonable opinion, such an allegation is likely to be made, TCS may at its sole option and its own cost:
- (a) modify or replace the Goods in order to avoid the infringement; or
 - (b) procure for the Customer the right to continue using the Goods; or
 - (c) repurchase the Goods at the price paid by the Customer, less depreciation at the rate TCS applies to its own equipment.

7. QUALITY

- 7.1 TCS warrants that on delivery, and for a period of twelve months from the date of delivery (**Warranty**), the Goods shall conform in all material respects with their description and any applicable Specification and be free from material defects in design, material and workmanship. All other warranties or conditions (whether express or implied) as to quality, condition, description, compliance with sample or fitness for purpose (whether statutory or otherwise) other than those expressly set out in these Conditions are excluded from this Contract to the fullest extent permitted by law.
- 7.2 During the period of the Warranty, if any non-conformance of any Goods with the Specification is caused wholly or partly by any action or inaction of the Customer, including any of the Customer's manufacturing processes or any failure by the Customer to observe maximum ratings or procedures for safe use specified in the relevant product documentation, TCS shall have no liability whatsoever and the Customer shall be responsible for replacing or repairing such Products at its own expense.
- 7.3 Notwithstanding the provisions of Clause 4.1, if the Customer (a) combines the Goods (or any part of them) with its own or any third party product; or (b) processes, reforms or reconstitutes the Goods, the Warranty period will immediately terminate on the date of such action and TCS will have no liability under the Warranty from that date.
- 7.4 These Conditions shall apply to any repaired or replacement Goods supplied by TCS.

8. LIMITATION OF LIABILITY

- 8.1 Nothing in these Conditions shall limit or exclude TCS's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable), fraud or fraudulent misrepresentation or any other matter in respect of which it would be unlawful for TCS to exclude or restrict liability.
- 8.2 Subject to Clause 8.1:

- (a) TCS 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) TCS's total liability to the Customer in respect of all 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 price of the Goods.

9. **BRIBERY ACT**

- 9.1 Each party shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including the Bribery Act 2010.
- 9.2 The Customer acknowledges that any breach of this Clause 9 by the Customer shall be a material breach of this Contract which is incapable of remedy.

10. **WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT (WEEE) REGULATIONS**

- 10.1 WEEE Regulations are now U.K. law. All European member States including the U.K. have agreed to reduce the amount of WEEE that is being disposed of in landfill sites.
- 10.2 Under these regulations TCS offers customers a free take-back of their WEEE on a like-for-like basis when they buy a new Electrical or Electronic product. Customers must return their WEEE item to TCS within 28 days of purchasing their new item.

11. **THE WASTE BATTERIES AND ACCUMULATORS REGULATIONS**

- 11.1 Under the Waste Battery Regulations, TCS offers a take back scheme for all portable waste batteries supplied by TCS provided they are returned by the Customer to TCS during TCS's normal opening hours, Monday to Friday 9am - 5pm. Batteries that are returned in any other way will not be accepted.

12. **FORCE MAJEURE**

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A **Force Majeure Event** means any event beyond a party's reasonable control, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

13. **GENERAL**

13.1 **Assignment and other dealings**

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

- 13.2 **Notices** Any notice or other communication given to a party under or in connection with the 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, sent by pre-paid first class post or other next working day delivery service or commercial courier.

- 13.3 **Use of the website.** TCS does not warrant that functions, materials and information available on this website (and/or linked to this website) will be uninterrupted or error free, that defects will be corrected, or that this website or its server are free of viruses or bugs and other items of a destructive nature. The website user is responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy particular requirements for the accuracy and security of the data input and output.
- 13.4 **Severance** 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.
- 13.5 **Waiver** A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 13.6 **Third party rights** A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 13.7 **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 in writing and signed by TCS.
- 13.8 **Governing Law and Jurisdiction** The Contract, 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 Scotland and each party irrevocably agrees that the courts of Scotland 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).