

International Platforms Limited – terms and conditions of sale of equipment

1 Interpretation

The following definitions and rules of interpretation apply in these terms and conditions.

1.1 Definitions:

"Business Day"	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
"Business Hours"	the period from 8.30 am to 5.00 pm on any Business Day.
"Conditions"	these terms and conditions as amended by IPL from time to time in accordance with clause 13.8.
"Contract"	the contract between IPL and the Customer for the sale of the Equipment in accordance with these Conditions.
"Control"	has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be interpreted accordingly.
"Delivery Location"	has the meaning given in clause 4.2.
"Equipment"	the Equipment (or any part of it) set out in the Order.
"Force Majeure Event"	an event, circumstance or cause beyond a party's reasonable control.
"IPL"	International Platforms Limited registered in England and Wales with company number 12579965.
"Order"	the Customer's order for the supply of Equipment, as recorded by IPL on its sales order system.

1.2 Interpretation:

- 1.2.1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.2 A reference to a party includes its successors and permitted assigns.
- 1.2.3 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- 1.2.4 Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- 1.2.5 A reference to writing or written excludes fax but includes email.

2 Basis of contract

- 2.1 The Order constitutes an offer by the Customer to purchase Equipment in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when IPL issues written confirmation (usually by email) of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 Any drawings, descriptive matter or advertising issued by IPL and any illustrations or descriptions of the Equipment and Services contained in IPL's website, catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Equipment and Services described in them. They shall not form part of the Contract nor have any contractual force.
- 2.4 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 law, trade custom, practice or course of dealing. Any conditions or terms of the Customer diverging from these Conditions shall not be valid even if IPL had effected delivery of the Equipment and/or Services without reservation.
- 2.5 Any quotation given by IPL shall not constitute an offer. A quotation is only valid for a period of 20 Business Days from its date of issue (unless otherwise stated on the quotation).

3 Equipment

- 3.1 Unless expressly stated otherwise, IPL is not the manufacturer of the Equipment and any information about the products (including any manufacturer's specification sheets) is provided for informational purposes only.
- 3.2 To the extent that the Equipment is to be supplied in accordance with any specifications supplied by the Customer, the Customer shall indemnify IPL 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 costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by IPL arising out of or in connection with any claim made against IPL for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with IPL's use of those specifications. This clause 3.2 shall survive termination of the Contract.
- 3.3 IPL reserves the right to amend specifications if required by any applicable statutory or regulatory requirement, and IPL shall notify the Customer in any such event.
- 3.4 If IPL's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
 - 3.4.1 IPL shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from IPL's failure or delay to perform any of its obligations as set out in this clause 3.4; and
 - 3.4.2 the Customer shall reimburse IPL on written demand for any costs or losses sustained or incurred by IPL arising directly or indirectly from the Customer Default.

4 Delivery of Equipment

- 4.1 IPL shall ensure that each delivery of the Equipment is accompanied by a delivery note which shows the date of the Order, the type and quantity of the Equipment (including the code number of the Equipment, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Equipment remaining to be delivered.
- 4.2 IPL shall deliver the Equipment or make the Equipment available for collection by the Customer or its carrier, at the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after IPL notifies the Customer that the Equipment is ready.
- 4.3 If the Delivery Location is IPL's premises, the Customer (or an individual authorised by the Customer in writing) shall collect the Equipment from the Delivery Location on the collection date agreed between the parties, which in any event, shall be within 10 Business Days of IPL notifying the Customer in writing that the Equipment is ready for collection unless otherwise agreed by IPL and the Customer. If the collection date is not agreed, the collection date shall be the 10th Business Day beginning with the date IPL notified the Customer in writing that the Equipment is ready for collection.
- 4.4 The Customer shall bear the risk for any damage or loss of the Equipment sustained from transport of the Equipment (including from loading the Equipment for transport).
- 4.5 Unless otherwise agreed by IPL and the Customer, Delivery is completed:
 - 4.5.1 where IPL agrees to deliver to a Delivery Location other than IPL's premises, on the Equipment's arrival at the Delivery Location; or

- 4.5.2 in all other cases, on the collection date (pursuant to clause 4.3) when IPL places the Equipment at the Customer's disposal at the Delivery Location and notifies the Customer in writing that the Equipment is at the Delivery Location.
- 4.6 Any dates quoted for delivery of the Equipment are approximate only, and the time of delivery is not of the essence. IPL shall not be liable for any delay in delivery of the Equipment that is caused by a Force Majeure Event or the Customer's failure to provide IPL with adequate delivery instructions or any other instructions that are relevant to the supply of the Equipment.
- 4.7 If IPL fails to deliver the Equipment and IPL and the Customer are unable to agree a revised delivery date, the Order shall be cancelled and IPL's liability shall be limited to refunding to the Customer any amounts paid by the Customer to IPL for that Equipment. IPL shall have no liability for any failure to deliver the Equipment to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide IPL with adequate delivery instructions or any other instructions that are relevant to the supply of the Equipment.
- 4.8 If no Delivery Location is agreed or the Delivery Location is IPL's premises, unless otherwise agreed by IPL and the Customer, if the Customer fails to take delivery of the Equipment within 10 Business Days of IPL notifying the Customer that the Equipment is ready, then except where such failure or delay is caused by a Force Majeure Event or by IPL's failure to comply with its obligations under the Contract in respect of the Equipment, IPL shall store the Equipment until actual delivery takes place and the Customer shall pay IPL, as liquidated damages, a daily rate of £20 until the Equipment is collected (the daily rate of liquidated damages shall increase in line with the equivalent increase in the Retail Price Index during the life of this Agreement) for all related costs and expenses (including insurance).
- 4.9 Subject to clause 4.11, if 10 Business Days after the day on which IPL notified the Customer that the Equipment was ready for delivery the Customer has not collected the Equipment and the Customer has not yet paid for the Equipment, IPL may resell or otherwise dispose of part or all of the Equipment and deduct reasonable storage and selling costs, as described in clause 4.8.
- 4.10 If the Equipment comprises more than one item, IPL may deliver the Equipment 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.
- 4.11 In the event the Customer orders the wrong Equipment and no longer wishes to proceed with an Order, IPL may decide (at its sole discretion) to take back the Equipment, subject always to the Customer paying a restocking fee of 20% of the relevant Equipment.

5 Quality of Equipment

- 5.1 Unless otherwise stated in the Order confirmation, Equipment is 'sold as is' or 'sold as seen', and accordingly IPL gives no warranty. For Equipment sold as 'serviced and tested' or 'serviced, tested and repainted' (which will be set out in the Order confirmation), IPL warrants that on delivery, and for a period of 30 days from the date of delivery (**Warranty Period**), the Equipment shall:
- 5.1.1 conform in all material respects with their description;
 - 5.1.2 meets the criteria set out in any examination certificate provided with the Equipment under the LOLER standard regulations;
 - 5.1.3 be free from material defects in design, material and workmanship;
 - 5.1.4 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
 - 5.1.5 be fit for any purpose held out by IPL (subject to it being correctly used by the Customer).
- 5.2 Subject to clause 5.3, IPL shall, at its option, repair or replace the defective Equipment, or refund the price of the defective Equipment in full if:
- 5.2.1 the Customer gives notice in writing to IPL during the Warranty Period within a reasonable time of discovery that some or all of the Equipment does not comply with the warranty set out in clause 5.1;
 - 5.2.2 IPL is given a reasonable opportunity of examining such Equipment; and
 - 5.2.3 the Customer (if asked to do so by IPL) returns such Equipment to IPL's place of business at the Customer's cost,
- 5.3 IPL shall not be liable for failure of the Equipment to comply with the warranty set out in clause 5.1 if:
- 5.3.1 the Customer makes any further use of such Equipment after giving a notice in accordance with clause 5.2;
 - 5.3.2 the defect arises because the Customer failed to follow IPL's or the manufacturer's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Equipment or (if there are none) good trade practice regarding the same;
 - 5.3.3 the defect arises as a result of IPL following any drawing, design or specification supplied by the Customer;
 - 5.3.4 the Customer alters or repairs such Equipment without the written consent of IPL;
 - 5.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.
- 5.4 Except as provided in this clause 5, IPL shall have no liability to the Customer in respect of the Equipment's failure to comply with the warranty set out in clause 5.1.
- 5.5 These Conditions shall apply to any repaired or replacement Equipment supplied by IPL.

6 Title and risk

- 6.1 The risk in the Equipment shall pass to the Customer on completion of delivery.
- 6.2 Title to the Equipment shall not pass to the Customer until IPL receives payment in full (in cash or cleared funds) for the Equipment.
- 6.3 Until title to the Equipment has passed to the Customer, the Customer shall:
- 6.3.1 store the Equipment separately from all other Equipment held by the Customer so that they remain readily identifiable as IPL's property;
 - 6.3.2 not remove, deface or obscure any identifying mark on or relating to the Equipment;
 - 6.3.3 maintain the Equipment in satisfactory condition and keep it insured against all risks for its full price from the date of delivery;
 - 6.3.4 notify IPL immediately if it becomes subject to any of the events listed in clause 10.1.2 to clause 10.1.4; and
 - 6.3.5 give IPL such information as IPL may reasonably require from time to time relating to:
 - 6.3.5.1 the Equipment; and
 - 6.3.5.2 the ongoing financial position of the Customer.
- 6.4 Subject to clause 6.5, the Customer may use the Equipment in the ordinary course of its business (but not otherwise) before IPL receives payment for the Equipment.
- 6.5 At any time before title to the Equipment passes to the Customer, IPL may:
- 6.5.1 by notice in writing, terminate the Customer's right under clause 6.4 to use the Equipment in the ordinary course of its business; and
 - 6.5.2 require the Customer to deliver up all Equipment in its possession and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Equipment is stored in order to recover it.

7 Charges and payment

- 7.1 The price for Equipment:
- 7.1.1 shall be the price set out in the Order; and
- 7.1.2 shall be exclusive of all costs and charges of packaging, insurance, transport of the Equipment, which shall be invoiced to the Customer.
- 7.2 In respect of Equipment, IPL shall invoice the Customer 5 Business Days before completion of delivery.
- 7.3 The Customer shall pay each invoice submitted by IPL, in full and in cleared funds to a bank account nominated in writing by IPL, prior to shipment or collection of the Equipment (whichever is the earlier) unless otherwise stated on the invoice and time for payment shall be of the essence of the Contract.
- 7.4 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 IPL to the Customer, the Customer shall, on receipt of a valid VAT invoice from IPL, pay to IPL such additional amounts in respect of VAT as are chargeable on the supply of the Equipment at the same time as payment is due for the supply of the Equipment.
- 7.5 If the Customer fails to make a payment due to IPL under the Contract by the due date, then, without limiting IPL's remedies under clause 10:
- 7.5.1 the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 7.5 will accrue each day at 4% a year above Santander's base rate from time to time, but at 4% a year for any period when that base rate is at or below 0%; and
- 7.5.2 IPL shall be entitled to suspend any deliveries of Equipment due under this Contract or any other Equipment or services due under any contract with the Customer.
- 7.6 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8 Data protection

- 8.1 Both parties will comply with all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party (**Data Protection Legislation**).
- 8.2 This clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

9 LIMITATION OF LIABILITY – THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 9.1 **References to liability in this clause 9 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.**
- 9.2 **Nothing in the Contract limits any liability which cannot legally be limited, including liability for:**
- 9.2.1 **death or personal injury caused by negligence;**
- 9.2.2 **fraud or fraudulent misrepresentation;**
- 9.2.3 **breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).**
- 9.3 **Subject to clause 9.2, IPL's total liability to the Customer shall not exceed a sum equal to 100% of the value of the price paid or payable by the Customer.**
- 9.4 **Subject to clause 9.2, the following types of loss are wholly excluded:**
- 9.4.1 **loss of profits;**
- 9.4.2 **loss of sales or business or interruption of business;**
- 9.4.3 **loss of agreements or contracts;**
- 9.4.4 **loss of anticipated savings;**
- 9.4.5 **loss of use or corruption of software, data or information;**
- 9.4.6 **loss of or damage to goodwill; and**
- 9.4.7 **special, indirect or consequential loss.**
- 9.5 **IPL has given commitments as to compliance of the Equipment with relevant specifications in clause 5. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.**
- 9.6 **This clause 9 shall survive termination of the Contract.**

10 Termination

- 10.1 Without affecting any other right or remedy available to it, IPL may terminate the Contract with immediate effect by giving written notice to the Customer if:
- 10.1.1 the Customer commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of seven days after being notified in writing to do so;
- 10.1.2 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 10.1.3 the Customer suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 10.1.4 the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 10.2 Without affecting any other right or remedy available to it, IPL may terminate the Contract with immediate effect by giving written notice to the Customer if:
- 10.2.1 the Customer fails to pay any amount due under the Contract on the due date for payment; or
- 10.2.2 there is a change of Control of the Customer.
- 10.3 Without affecting any other right or remedy available to it, IPL may suspend the supply of Services or all further deliveries of Equipment under the Contract or any other contract between the Customer and IPL if the Customer fails to pay any amount due under the Contract on the due

date for payment, the Customer becomes subject to any of the events listed in clause 10.1.2 to clause 10.1.4, or IPL reasonably believes that the Customer is about to become subject to any of them.

11 Consequences of termination

11.1 On termination of the Contract for any reason the Customer shall:

11.1.1 immediately pay to IPL all of IPL's outstanding unpaid invoices and interest and, in respect of Equipment supplied but for which no invoice has been submitted, IPL shall submit an invoice, which shall be payable by the Customer immediately on receipt; and

11.1.2 promptly return all of the Equipment which has not been fully paid for. If the Customer fails to do so, then IPL may enter the Customer's premises and take possession of it. Until it has been returned, the Customer shall be solely responsible for its safe keeping and will not use it for any purpose not connected with this Contract.

11.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, 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.

11.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

12 Force majeure

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for three months, the party not affected may terminate the Contract by giving seven days' written notice to the affected party.

13 General

13.1 Assignment and other dealings

13.1.1 IPL may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

13.1.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of IPL.

13.2 Notices.

13.2.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case) or sent by email.

13.2.2 Notices sent to IPL must be marked "for the attention of Vicki Allen – director".

13.2.3 Any notice shall be deemed to have been received:

13.2.3.1 if delivered by hand, at the time the notice is left at the proper address;

13.2.3.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

13.2.3.3 if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

13.2.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

13.3 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this clause 13.3 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.

13.4 Waiver.

13.4.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

13.4.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

13.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

13.6 Entire agreement.

13.6.1 The Contract constitutes the entire agreement between the parties.

13.6.2 Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

13.7 **Third party rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

13.8 **Variation.** IPL may vary the Conditions from time to time on giving the Customer notice in writing. Unless the Customer informs IPL that the varied terms are not accepted within 14 days of being notified of the variation by IPL (**Review Period**), the varied terms shall come into effect. The Customer's continued use of the Services and/or Equipment after the Review Period will constitute the Customer's acceptance of the variation.

13.9 **Governing law.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

13.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation. Nothing in this clause shall limit the right of IPL to take proceedings against the Customer in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.