



## IMAS Ltd – Conditions of Sale

The customer's attention is drawn in particular to the provisions of clause 9.

### INTERPRETATION

#### 1.1 Definitions.

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

**Conditions:** the terms and conditions set out in this document as amended from time to time in accordance with clause 11.3.

**Contract:** the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

**Customer:** the person or firm who purchases the Goods from the Supplier.

**Force Majeure Event:** an event or circumstance beyond a party's reasonable control.

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

**Order:** the Customer's order for the Goods, as set out in the Customer's purchase order form, the Customer's written acceptance of the Supplier's quotation, or overleaf, as the case may be.

**Specification:** any specification for the Goods, including any related plans and drawings, that is agreed [in writing] by the Customer and the Supplier.

**Supplier:** IMAS Ltd (registered in England and Wales with company number [insert company number]).

#### 1.2 Interpretation:

(a) 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.

(b) 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.

(c) a reference to writing or written includes faxes and emails.

### BASIS OF CONTRACT

2.1 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.

2.2 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 and any applicable Specification submitted by the Customer are complete and accurate.

2.3 The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence.

2.4 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with, or contained in any documents of the Customer that is inconsistent with these Conditions.

2.5 Any samples, drawings, descriptive matter, or advertising produced by the Supplier and any [descriptions or] illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.

2.6 A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 20 Business Days from its date of issue.

## GOODS

3.1 The Goods are described in the Supplier's catalogue as modified by any applicable Specification.

3.2 To the extent that the Goods are to be manufactured in accordance with a 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 Specification. This clause 3.2 shall survive termination of the Contract.

3.3 IMAS Ltd reserves the right to amend the specification if required by any applicable statutory or regulatory requirements.

## DELIVERY

4.1 IMAS Ltd shall ensure that each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, all relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any), and if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

4.2 IMAS Ltd shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (Delivery Location), subject to the customer paying a standard delivery charge at the prevailing rate, which is available on request.

4.3 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. IMAS Ltd shall not be liable for any delay in the delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide IMAS Ltd with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.4 If IMAS Ltd 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. IMAS Ltd shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide IMAS Ltd with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.5 IMAS Ltd may deliver the Goods by installments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an installment shall not entitle the Customer to cancel any other installment.

## QUALITY

5.1 IMAS Ltd warrants that on delivery and for a period of 12 months from the date of delivery (warranty period), the Goods shall:

- (a) conform with their description and any applicable Specification;
- (b) be free from material defects in design, material, and workmanship;
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- (d) be fit for any purpose held out by IMAS Ltd.

5.2 Subject to clause 5.3, if:

- (a) the Customer gives notice in writing to IMAS Ltd during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
- (b) IMAS Ltd is given a reasonable opportunity of examining such Goods; and
- (c) the Customer (if asked to do so by IMAS Ltd) returns such Goods to IMAS Ltd's place of business at the Customer's cost, IMAS Ltd shall, at its option, repair or replace the defective Goods or refund the price of the defective Goods in full.

5.3 IMAS Ltd shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 in any of the following events:

- (a) the Customer makes any further use of such Goods after giving notice in accordance with clause 5.2;
- (b) the defect arises because the Customer failed to follow IMAS Ltd's oral or written instructions as to the storage, commissioning, installation, use, and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- (c) the defect arises as a result of the Customer following any drawing, design, or Specification supplied by the Customer;
- (d) the Customer alters or repairs such Goods without the written consent of IMAS Ltd;
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- (f) the Goods differ from their description or the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.4 Except as provided in this clause 5, IMAS Ltd shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

5.6 These Conditions shall apply to any repaired or replacement Goods supplied by IMAS Ltd.

#### TITLE AND RISK

6.1 The risk in the Goods shall pass to the Customer on completion of delivery.

6.2 Title to the Goods shall not pass to the Customer until the earlier of:

- (a) IMAS Ltd receives payment in full (in cash or cleared funds) for the Goods and any other goods that IMAS Ltd has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; or
- (b) the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 6.4.

6.3 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 IMAS Ltd'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 from the date of delivery;
- (d) notify IMAS Ltd immediately if it becomes subject to any of the events listed in clause 8.1; and
- (e) provide IMAS Ltd with any information relating to the Goods as may be required from time to time.

6.4 Subject to clause 6.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before IMAS Ltd receives payment for the Goods. However, if the Customer resells the Goods before that time:

- (a) it does so as principal and not as IMAS Ltd's agent; and
- (b) title to the Goods shall pass from IMAS Ltd to the Customer immediately before the time at which resale by the Customer occurs.

6.5 If, before title to the Goods passes to the Customer, the Customer becomes subject to any of the events listed in clause 8.1, then without limiting any other right or remedy IMAS Ltd may have:

- (a) the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
- (b) IMAS Ltd may, at any time:
  - (i) require the Customer to deliver up all Goods in its possession that have not been resold or irrevocably incorporated into another product; and
  - (ii) 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.

#### PRICE AND PAYMENT

7.1 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 IMAS Ltd's published price list in force as of the date of delivery.

7.2 IMAS Ltd may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

- (a) any factor beyond IMAS Ltd's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labor, 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 Specification; or
- (c) any delay caused by any instructions of the Customer or failure of the Customer to provide IMAS Ltd with adequate or accurate information or instructions.

#### 7.3 The price of the Goods:

- (a) excludes amounts in respect of value-added tax (VAT), which the Customer shall additionally be liable to pay to IMAS Ltd at the prevailing rate, subject to the receipt of a valid VAT invoice; and
- (b) excludes the costs and charges of packaging, insurance, and transport of the Goods, which shall be invoiced to the Customer.

7.4 IMAS Ltd may invoice the Customer for the Goods on or at any time after the completion of delivery.

7.5 The Customer shall pay the invoice in full and in cleared funds. Payment shall be made to the bank account nominated in writing by IMAS Ltd. Time of payment is of the essence.

7.6 If the Customer fails to make any payment due to IMAS Ltd under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above the base rate of the Bank of England 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.

7.7 The Customer shall pay all amounts due under the Contract in full without any setoff, counterclaim, deduction, or withholding (except for any deduction or withholding required by law). IMAS Ltd may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by IMAS Ltd to the Customer.

#### TERMINATION

8.1 Without limiting its other rights or remedies, IMAS Ltd may terminate this Contract with immediate effect by giving written notice to the Customer if:

- (a) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 3 days of being notified in writing to do so;
- (b) 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), 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;
- (c) the Customer suspends, threatens to suspend, ceases, or threatens to cease to carry on all or a substantial part of its business; or

(d) the Customer's financial position deteriorates to such an extent that, in IMAS Ltd's opinion, the Customer's capability to adequately fulfill its obligations under the Contract has been placed in jeopardy.

8.2 Without limiting its other rights or remedies, IMAS Ltd may suspend provision of the Goods under the Contract or any other contract between the Customer and IMAS Ltd if the Customer becomes subject to any of the events listed in clause 8.1(a) to clause 8.1(d), or IMAS Ltd reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

#### LIMITATION OF LIABILITY

9.1 Nothing in these Conditions shall limit or exclude IMAS Ltd's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents, or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) 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;
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any matter in respect of which it would be unlawful for IMAS Ltd to exclude or restrict liability.

9.2 Subject to clause 9.1:

- (a) IMAS Ltd shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, depletion of goodwill or similar losses, or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) IMAS Ltd'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 not exceed the total price paid or payable for the Goods under the Contract.

#### GENERAL

10.1 Assignment and subcontracting: The Customer shall not assign, transfer, or subcontract any of its rights or obligations under the Contract without the prior written consent of IMAS Ltd. IMAS Ltd may at any time assign, transfer, or subcontract any or all of its rights or obligations under the Contract.

10.2 Notices: Any notice or other communication 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 to the address specified in the Order.

10.3 Waiver: A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or

remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

10.4 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.

10.5 Entire agreement: The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of 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 based on any statement in the Contract.

10.6 Variation: Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed upon in writing and signed by both parties.

10.7 Governing law and jurisdiction: The Contract, and any disputes or claims 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. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

10.8 Third-party rights: No one other than the Customer and IMAS Ltd shall have any right to enforce any of the terms of the Contract.

10.9 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. The party affected by the Force Majeure Event shall promptly notify the other party in writing of the nature and extent of the Force Majeure Event and shall use all reasonable endeavors to mitigate the effects of the Force Majeure Event.

10.10 Survival: Any provisions of the Contract that by their nature are intended to survive termination or expiration shall survive accordingly.

By accepting these Conditions, the Customer acknowledges that they have read, understood, and agreed to be bound by the terms and conditions set forth herein. The Customer further acknowledges that these Conditions constitute the entire agreement between the Customer and IMAS Ltd, and supersede any prior agreements, understandings, or representations, whether oral or written, relating to the subject matter herein.

The Customer understands that any failure by IMAS Ltd to enforce any provision of these Conditions shall not be construed as a waiver of its rights to subsequently enforce such provision or any other provision. If any provision of these Conditions is found to be invalid,

illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

These Conditions may only be amended or modified in writing and signed by both parties. The Customer agrees that any notices or communications required or permitted under these Conditions shall be in writing and delivered by hand, sent by registered or certified mail, or by email to the addresses provided by the Customer.

IMAS Ltd reserves the right to monitor email communications passing through its network in accordance with its privacy policy. The Customer acknowledges and agrees to comply with all applicable laws and regulations, including those related to privacy and data protection, in relation to the use of the Goods and any personal data provided to IMAS Ltd.

These Conditions shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, and legal representatives. The Customer shall not assign or transfer any of its rights or obligations under these Conditions without the prior written consent of IMAS Ltd.

In the event of any dispute or claim arising out of or in connection with these Conditions or the Contract, the parties shall seek to resolve the matter through good-faith negotiations. If the parties are unable to reach a resolution, the dispute shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Please note that a copy of IMAS Ltd's Privacy Policy and Terms and Conditions of Trading can be obtained by contacting IMAS Ltd directly.

By accepting these Conditions, the Customer confirms their agreement to be bound by all the terms and conditions contained herein.