



*Innovation in Vacuum and
Conveying Technology*

Quirepace Ltd

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Commercial Terms (Including Installation Services)

Please note we are a business to business supplier, and all goods are supplied on commercial terms.

1. Definitions

1. The following words have the following meanings in these Terms:
2. "Carrier" means a delivery service provider, which for these purposes includes Quirepace Ltd and our delivery agents.
3. "Catalogue" means Our most up to date catalogue.
4. "Order" or "Order Confirmation" means the written confirmation we sent to You confirming the Products or Services that We make available for You to purchase from Us.
5. "Products" means the items which You agree to buy from Us.
6. "Services" means the services supplied to You by Us as described in the Specification and Order Confirmation (not including collection, transportation or delivery of the Products).
7. "Specification" means the scope of the Services agreed between You and Us.
8. "Terms" means the terms governing the contract for the supply of Products or Services by Us to You.
9. "Trade Marks" means the trade marks appearing on the Products and their containers and advertising, as delivered by Us to You.
10. "We" "Us" or "Our" means Quirepace Ltd, 6 Pennant Park, Fareham, PO16 8XU
11. "Website" means the website accessible at www.quirepace.co.uk or any other web site operated by Us or any other site notified to You from time to time.
12. "You" means the person, firm or company who buys or agrees to buy the Products or Services from Us.

2. Terms applicable

1. These Terms shall apply to all contracts for the sale of Products or the provision of Services to You by Us, to the exclusion of all other terms including any terms which You may purport to apply under any purchase order, confirmation of order or similar document or implied by a course of dealing, trade, custom or practice, unless otherwise agreed by Us in writing.
2. Unless otherwise agreed by Us in writing, these Terms, the Order and Our price list set out the whole agreement between You and Us for the sale of the Products and the Services. You must check that the details in the Order are complete and accurate. If You think that there is a mistake, You must seek confirmation of any changes in writing, as We only accept responsibility for statements and representations made in writing by Our authorized employees and agents.
3. By placing an order with Us, You confirm that you (the signatory) are over 18 years old, authorised to place an order and are legally capable of entering into binding contracts.
4. All Orders for Products or Services shall be deemed to be an offer by You to purchase Products or Services (as appropriate) pursuant to these Terms.
5. Any variation to these Terms shall be inapplicable unless agreed in writing by one of Our directors.
6. Any quotation given by Us shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.
7. We reserve the right at our sole discretion to reject any order for Product(s) and shall notify You accordingly.

3. The Price and Payment

1. The price We charge for a Product shall be Our current price for the Product as published on the date of dispatch of the relevant Products ("Price") and We shall invoice You accordingly. Payment shall be made by You in sterling. Time for Payment is of the essence.
2. Our Prices may be altered at any time without notice to You by publication of the altered Prices on the Website and/or in the Catalogue.
3. All Prices exclude VAT which shall be levied at the relevant prevailing rate on the date of Our Invoice.
4. The Price is exclusive of the costs and charges of packaging, insurance and transport of the Products by a Carrier of your choice, which shall be invoiced to You separately where applicable.
5. We will require payment of the Price for the Products and their delivery, where appropriate, in full before dispatch (or Services before they are provided) unless

previously agreed in writing with You. If You have an account with Us, payment shall be due by the end of the month following the date of the invoice. Payment will not be deemed complete until We are in receipt of cleared funds.

6. All queries on invoices must be notified to Us within 10 working days of the date of the invoice.
7. Without prejudice to any other rights We may have against You, overdue invoices for Products, Services and delivery may be passed by Us to a third party debt collection agency, and interest shall be charged on sums overdue at a rate of 6% above the published rate of HSBC Bank plc which shall accrue on a daily basis from the due date until date of actual payment of the overdue amount, whether before or after payment. You are liable for the interest together with the overdue amount.
8. If payment for the Products, Services and delivery is not received in full, We may suspend or cancel any outstanding orders, until You have paid the outstanding amounts, without limiting any of the remedies that We may have.

4. The Products

1. Other than as expressly stated in the manufacturers' current brochures or catalogues supplied by Us, relating to the Products, We do not make any representations as to the fitness or suitability of the Products for any purpose whatsoever.
2. No warranty is given or implied that the Products will conform in absolute detail to the descriptions given.
3. We may amend Specifications and withdraw Products from sale without prior notice.
4. The information and advice contained in our or the manufacturers sales documentation whether displayed in our Website or our Catalogue or elsewhere including any technical data, dimensions, weights, samples drawings descriptions or advertising Issue and any descriptions or illustrations are for general guidance purposes only and do not form part of the contract. You are responsible for determining whether the Product(s) or Services are suitable for Your own particular situation. In particular, You are responsible for ensuring that Your agents or employees who use the Products or receive the Services have read all manuals and safety instructions provided with the Products, and follow them carefully at all times.
5. We shall use reasonable endeavours to provide the Services, and to make the Products available to You, in accordance with Specification or Order Confirmation in all material respects. We will use reasonable endeavours to meet any performance dates specified in the Specification or Order Confirmation, but any such dates shall be estimates only and time for performance by Us shall not be of the essence of this agreement.

5. The Services

1. Where We have been instructed to carry out the Services on your behalf (including any installation services), You are responsible for fully and accurately specifying the extent of the Services required and any Products and any advice that We provide You with is for guidance purposes only and should not be relied on.
2. We will provide You with a final Specification and quotation for You to confirm and agree before We provide those Services. The agreed Specification and quotation may not be varied unless by written agreement.
3. We reserve the right to withdraw the Specification and quotation at any time up to the provision of the Services without liability.
4. If You do not agree to the final Specification and quotation or cancel the Order for the provision of the Services or fail to provide the necessary infrastructure required for us to provide the Services within 10 calendar days of the agreed date to provide those Services, We reserve the right to charge you reasonable costs and expenses which have been incurred in anticipation of providing those Services, not limited to the cost of any fabrication work undertaken.

6. Warranties and Liability

1. Subject as expressly provided in these Terms, all warranties, conditions or terms implied by statute or common law or otherwise are excluded.
2. Except in respect of death or personal injury caused by Our negligence, or liability for defective products under the Consumer Protection Act 1987, We shall not be liable to You by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under these Terms, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the Our negligence, Our employees or agents or otherwise) which arise out of or in connection with the supply of the Products or Services (including any delay in supplying or any failure to supply the Products or Services in accordance with these Terms or at all) or their use or resale by You and the entire liability of Us under or in connection with these Terms shall not exceed the Price of the Products.
3. To the extent that the Products are to be manufactured in accordance with a product specification that you have supplied, You shall indemnify Us 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 Us in connection with any claim made against Us for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Our use of the product specification. This clause shall survive termination of this contract.

7. Delivery of the Products

1. We are responsible for the supply of the Products but are not responsible for the collection, transportation or delivery of those Products. You may arrange and appoint your own courier to effect delivery of the Products. You confirm that you wish for us to refer the delivery of the Goods on your behalf to our Carrier, by accepting our shipping rates when you place your order.
2. By requesting that we refer the delivery arrangements for the Goods to the Carrier, you appoint us as your agent to contract with the Carrier on your behalf. This will be on the Courier's standard terms (available from that Carrier) for the delivery of those Goods.
3. If You have not taken possession of the Products within 5 business days after the day on which We notify You that the Products were ready for collection by your Carrier, We may resell or otherwise dispose of part or all of the Products and, after deducting reasonable storage and selling costs, account to You for any excess over the price of the Products or charge You for any shortfall below the price of the Products.
4. You shall not be entitled to reject the Products if We supply up to and including 5% more or less than the quantity of Products ordered, but a pro rata adjustment shall be made to our invoice on receipt of notice from You that the wrong quantity of Products was supplied.
5. The Products may be made available to your Carrier by installments, which shall be invoiced and paid for separately. Each installment shall constitute a separate Contract. Any delay in making the Products available for collection by Your Carrier or defect in an installment shall not entitle You to cancel any other installment.

8. Acceptance of the Products

1. You are responsible for checking the Products and endorsing any relevant documentation at the point of delivery to confirm inspection and acceptance (whether that is when the Products are made available to you or your appointed carrier for your collection, or on delivery to your nominated premises if delivery is made by the Carrier) and must raise any issues immediately with Us, and in any event no later than 5 days after such delivery (after which you shall be deemed to have accepted the Products),
2. After acceptance You shall not be entitled to reject Products which are not in accordance with the contract and We shall have no liability whatever to You in respect of those Products.

9. Risk and Ownership

1. Ownership of the Products passes to You on payment in full cleared funds of all outstanding monies including VAT, along with any delivery charges (where appropriate). If You choose an alternative method of delivery for the Products (other than AL), then We are not responsible for facilitating that delivery, save for making the Products available at the door of Our warehouse facility. Risk in the

Products passes at the point at which We make the Products available for collection by your Carrier.

2. Until such time as ownership in the Products passes to You, You shall hold the Products as Our fiduciary agent and bailee, and shall keep the Products separate from Your own and third parties and properly stored, protected and insured and identified as Our property, but You may resell or use the Products in the ordinary course of Your business.
3. Until such time as the ownership in the Products passes to You (and provided the Products are still in existence and have not been resold), We may at any time require You to deliver up the Products to Us and, if You fail to do so forthwith, enter on any premises of You or any third party where the Products are stored and repossess the Products.
4. You shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Products which remain Our property, but if You does so all moneys owing by You to Us shall (without limiting any other right or remedy of Us) forthwith become due and payable.
5. Under the terms of article 9 paragraph 2 of The Waste Electrical Electronic and Equipment Regulations 2013 by purchasing this equipment for non-domestic use you are accepting the responsibility for end of life treatment of the same.

10. Returns

1. Products which are undamaged, unopened and fully marketable may be returned only by Our prior-agreement in writing and on payment of an administration charge.
2. We do not accept liability in respect of the Products, whether for shortages or damage to the Products or otherwise, unless You notify Us in writing within five days of receipt of the products or invoice.
3. Where You reject any Products without reasonable cause, You shall have no further rights whatever in respect of the supply to You of such Products or Our failure to supply Products which conform to the contract of sale.
4. All monies paid form part of a contract of sale and are non-refundable. If for any reason You fail, or refuse to accept the Products at the time that such Products are made available to you or your Carrier, You will be in breach of contract. In such circumstances, We may sell or otherwise dispose of the Products without prejudice to Our rights to legal redress for loss suffered in consequence of Your failure to accept the Products.
5. Our Returns Policy applying to repairs of Products shall not apply to buyers outside the United Kingdom or to trade customers.

11. Trade Marks and Copyright

1. In the event that You are authorised to re-sell the Products to third parties, We hereby grant You a non-exclusive licence to use the Trade Marks solely for the purpose of re-selling the Products and You agree to sell the Products only under those Trade Marks.
2. You shall not without Our prior written consent, alter or make any addition to the labelling or packaging of the Products displaying the Trade Marks, and shall not alter or deface in any manner or remove any reference to the Trade Marks, any reference to Us or the original manufacturer or any other name attached or affixed to the Products or their packaging or labelling.
3. You agree not to use any name or mark similar to or capable of being confused with any of the Trade Marks or any trademarks of which We are a proprietor.
4. Copyright of all images and text relating to the Products remains vested in Us or Our suppliers. You will not use any of this copyrighted material without Our express written permission on a case by case basis. Any permission so granted will cease on one months' notice or any time notified in the written permission.

12. General Data Protection Regulations 2016/679

1. By our introduction to a Carrier, you consent to us providing that Carrier with relevant personal data necessary for that Carrier to fulfil delivery of the Products.
2. By accepting these Terms You consent to Us carrying out checks on your personal data such as the validation of your name, address and other personal information supplied by You during the order process against appropriate third party databases. In performing these checks personal information provided by You may be disclosed to a registered Credit Reference Agency. These checks are carried out to confirm You and if appropriate Your key personnel's identity (including addresses if personal guarantees are given), a credit check is not performed and Your credit rating will be unaffected. All information provided by You will be treated securely and strictly in accordance with the GDPR.
3. We may at Our discretion refuse credit or offer limited credit on the basis of Our own opinion and the results of any third party searches.
4. We may provide credit rating agencies with information about You or the individuals specified in 12.3 above following any breach of the payment terms under this agreement.
5. We may monitor and/or record any phone calls with You for training and/or security purposes.

13. General

1. The benefit of this Agreement may not be assigned by You to any third party. There is no restriction on Us assigning the benefit

2. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
3. This contract is subject to the law of England and Wales and You agree to submit to the non-exclusive jurisdiction of the English courts.