



Laser 2000 (UK) Limited Terms & Conditions of Sale

1. General

- 1.1 The Seller is Laser 2000 (UK) Limited incorporated in England and Wales with company number 02695835 whose registered office is at Unit 9 Avro Court, Ermine Business Park, Huntingdon, PE29 6XS.
- 1.2 The Buyer is any person or company who buys or agrees to buy goods or services from the Seller.
- 1.3 The conditions of sale are these Conditions of Sale. The Clause headings do not affect the interpretation of the clauses to which they refer.
- 1.4 The Conditions of Sale shall apply to the supply of goods and services by the Seller to the Buyer and shall prevail over any conflicting terms and conditions of the Buyer or established course of dealings between the parties. In placing any order or accepting delivery from the Seller, the Buyer accepts the Conditions of Sale to the exclusion of all other terms and conditions save to the extent that any variation is expressly agreed to in writing by the Seller. The signing by the Seller of any of the Buyer's documents shall not imply any modification of these terms.
- 1.5 Any verbal order placed by the Buyer must be confirmed to the Seller in writing within 7 days.
- 1.6 No forbearance by the Seller in enforcing any of these terms shall prejudice the right of the Seller to enforce these terms, nor shall any waiver by the Seller operate as a waiver of any subsequent breach.
- 1.7 No amendment or variation of these conditions will be valid unless in writing and signed by a Director of the Seller.
- 1.8 Headings to the clauses in these conditions are inserted for convenience only and do not affect the construction of them.
- 1.9 A reference to legislation, legislative provision or Incoterms is a reference to it as amended, re-enacted or updated (as the case may be). A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

2. Prices

- 2.1 All prices unless otherwise stated are exclusive of VAT which will be charged in addition at the standard rate at the appropriate tax point. Where prices are in currency other than Great British Pounds Sterling (GBP), the Seller reserves the right to calculate VAT in pound sterling pursuant to HMRC's period rate of exchange at the point of tax.
- 2.2 A quotation as provided by the Seller to the Buyer in writing (a "Firm Quotation") is valid for 30 days unless stated otherwise on the quotation and represents no obligation until the Seller acknowledges the Buyer's order in writing ("Confirmed Order").
- 2.3 Unless otherwise stated, all amounts will be payable in, and stated in, Great British Pounds Sterling (GBP).
- 2.4 Apart from Firm Quotations, all orders are accepted only on condition that the goods will be invoiced at the price ruling at the date of despatch and the Seller will arrange carriage at the cost of the Buyer.
- 2.5 The Buyer provides the Seller with details of design specification and quantities of goods required. The Seller reserves the right to amend prices and estimated delivery dates in respect of any change to such information supplied by the Buyer or in respect of any delay caused by the failure of the Buyer to give the Seller adequate information or instructions.

3. Incoterms, Delivery and Risk

- 3.1 Delivery dates quoted by the Seller are best estimates only and in regard to any such dates time shall not be of the essence.
- 3.2 Late delivery does not entitle the Buyer to cancel his Confirmed Order or any part of it.
- 3.3 Unless otherwise agreed in writing:
- 3.3.1 should it be agreed that the Seller will arrange carriage, delivery from the Seller to the Buyer shall be made in accordance with DPU Delivered at Place Unloaded Incoterms 2020 at an address as provided for on the Firm Quotation; or
- 3.3.2 should it be agreed that the Buyer will arrange its own carriage, delivery from the Seller to the Buyer shall be made in accordance with EXW Ex-Works Incoterms 2020 (The Shipping Department, Laser 2000 (UK) Limited, Unit 9, Avro Court, Ermine Business Park, Huntingdon, Cambridgeshire, PE29 6XS, United Kingdom).
- 3.4 The Buyer shall arrange insurance of the goods for carriage.
- 3.5 Where goods are to be exported, the Buyer shall arrange any necessary export licence.
- 3.6 The Seller will not be responsible for any claims for shortage of delivery unless notice in writing is given to the carrier concerned and a separate complete claim is sent to the Seller within 5 days of receipt of the goods.

- 3.7 The Seller shall be entitled to deliver goods in one or more consignments and to invoice each consignment separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment.

- 3.8 Buyers outside of the UK are responsible at their own expense for obtaining any import licence required.

- 3.9 The Buyer acknowledges and agrees that the goods supplied to them by the Seller, may be subject to export controls and trade sanctions laws and restrictions imposed under both domestic and international legislation and regulations (including but not limited to the laws and regulations of the European Union, United Kingdom, United Nations and United States and other laws and regulations specific to the countries impacted by any transaction)(Export Control or Trade Sanctions).

The Buyer agrees and certifies that neither the goods supplied by the Seller nor any other products into which the goods supplied are incorporated are being or will be used for any purpose prohibited by such legislation including, without limitation, for use for or in direct military end-uses, nuclear, chemical, biological or radiological weapons or missile technology or proliferation end applications, and further agrees and certifies that any such end use is intended purely for benign and non-direct military purposes.

The Buyer further agrees and certifies that neither the goods supplied by the Seller nor any other products into which the goods supplied are incorporated will be exported or otherwise transferred, transited or trans-shipped to or via:

- (1) Iran, Cuba, Syria, North Korea, Venezuela, the Crimea Region, the territory of the Donetsk People's Republic, the Luhansk People's Republic and any other territory or region within the current borders of Ukraine, Russia or Belarus that becomes subject to territorial sanctions in the fulfilment of the Order for the Customer, absent the appropriate Government authorisation(s) that is/are required for the Customer and/or the Supplier, or both;

- (2) countries as listed within the Office of Foreign Assets Control of the US

- Department of the Treasury ("OFAC") Country List; or

- (3) persons or entities on the OFAC Specifically Designated Nationals List; or

- (4) any persons, entities or territories designated as embargoed or sanctioned by the Office for Financial Sanctions Implementation (OFSI) of the UK Treasury under the Sanctions and Anti-Money Laundering Act 2018 or any other similar legislation for the time being in force.

In addition, if the goods are identified as export controlled items under any Export Control or Trade Sanction or other such legislation, the Buyer represents and warrants that it is not an embargoed, designated or sanctioned citizen or entity, and none of its controlling or ultimately controlling citizen(s) or entity(ies) are embargoed, designated or sanctioned, and they are not otherwise located nor doing business within an embargoed, designated or sanctioned nation and that it is not otherwise prohibited under such legislation from receiving the goods.

- 3.10 Upon written request by the Seller, at any time whether before the entry into a Firm Quotation, after delivery of the goods, or otherwise, the Buyer agrees promptly to provide (and in any event within 14 days of such request) full information and documents required to verify their identity and to provide a list of all parties to whom the Buyer has, or intends to, transfer, provide or lend the goods. The Seller reserves the right to refuse to accept an order should the Seller not be fully satisfied with the outcome of these investigations and shall not be required to provide any explanation to the Buyer.

4. Defects

- 4.1 The Seller will not be liable in respect of any claim by the Buyer that goods are defective or do not conform to the contract specification unless the Buyer notifies the Seller in writing of such claim within 15 days of the date of despatch of the goods by the Seller. Further, the said goods must be either returned to the Seller or retained and available for the Seller to inspect within a reasonable time after notification to the Seller.

5. Payment

- 5.1 All payments under this agreement shall be in the currency as stated on the Firm Quotation (the "Quotation Currency").

- 5.2 If the Buyer makes payment of any amount due under this agreement in their local currency, it shall pay on the Seller's written demand any shortfall from the amount invoiced in the Quotation Currency arising as a result of any conversion, along with any bank or other costs of conversion incurred by the Seller.

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- 5.3 The Seller shall on written request provide the Buyer with data supporting its calculation of the equivalent of any payment in the Quotation Currency, any shortfall from the amount invoiced, and any conversion costs. The Seller's invoice for these amounts shall be binding on the Buyer, in the absence of manifest error.
- 5.4 All payments will be due 30 days from the date of invoice except where the Seller stipulates cash with order or cash on delivery terms or an alternative method of payment and 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).
- 5.5 In the case of late payment the Seller reserves the right to charge interest on any late payment at the rate of 2% per month on any overdue payment, interest being calculated on a daily basis.
- 5.6 If the Buyer has failed to meet the Seller's payment terms, the Seller may delay delivery or cancel the order and/or other orders received by the Buyer.
- 5.7 In the case of exports from the UK unless otherwise agreed all payments shall be made by direct transfer to the Seller's UK bank account.
- 6. Title**
- 6.1 Title to and property in goods supplied by the Seller shall remain vested in the Seller until the price of the goods and all other monies due from the Buyer to the Seller on any other account has been paid in full.
- 6.2 Until such time as title in the goods has passed to the Buyer:-
- 6.2.1 the Seller shall be entitled to repossess any of the goods in which it retains title and for such purpose the Seller and its agents or representatives shall be entitled at any time and without notice to enter upon any premises in which the goods are stored or kept or reasonably believed so to be;
- 6.2.2 the Buyer shall store the goods carefully and ensure that they are clearly identified as belonging to the Seller who shall be entitled to examine such goods in storage;
- 6.2.3 the Buyer will insure the goods for their replacement value naming the Seller as the Loss Payee;
- 6.2.4 the Buyer shall be entitled to resale or use the goods in the ordinary course of its business but shall keep all proceeds of resale separate from any moneys or property of the Buyer and third parties.
- 6.3 The Buyer shall not be entitled to charge any of the goods which remain the property of the Seller by way of security for any indebtedness of the Buyer but if the Buyer does so, all money owing by the Buyer to the Seller shall forthwith become due and payable.
- 7. Warranty**
- 7.1 The Seller warrants that the goods will be of satisfactory quality and will conform to any specifications agreed by the Seller in writing and further, that they will be within the normal limits of industrial quality of such goods.
- 7.2 The Seller warrants at its discretion to refund the price or to repair or replace free of charge any of the goods found to its satisfaction to be defective within the relevant warranty period as detailed in clause 7.6 ("Warranty Period") owing to faulty materials or workmanship provided that the goods have not been modified or repaired other than by the Seller and have been operated stored and maintained within the Seller's recommended conditions of use.
- 7.3 Goods returned under warranty shall be delivered to the Seller's premises at the Buyer's expense and subject to an inspection charge (if applicable) of 15% of the invoice price together with VAT thereon if the goods are found not to be defective.
- 7.4 In the case of goods repaired or replaced by the Seller the Warranty Period will terminate at the end of the Warranty Period relating to the goods originally supplied.
- 7.5 If the Buyer returns to the Seller goods for examination or repair upon which the Warranty Period has expired, the Seller shall be entitled in all cases to invoice the Buyer for the cost of returned carriage to the Buyer and further, to make an inspection charge of 15% of the invoice price of the goods.
- 7.6 The Seller is a value added reseller of goods and the Buyer acknowledges that it shall be granted such remaining warranty on individual items as provided to Seller from its own suppliers. Details of product warranties are available on request.
- 8. Liability**
- 8.1 The Seller makes no exclusion of its liability for death or personal injury arising from its negligence.
- 8.2 The Seller expressly excludes liability for special indirect or consequential loss which may arise including the Buyer's loss of profit business revenue goodwill or anticipated savings.
- 8.3 The Seller's liability to the Buyer (save under the terms of clause 8.1 hereof) is limited to the total price of the goods and the Buyer agrees that this shall constitute its exclusive remedy.
- 8.4 This clause 8 shall survive termination of this agreement.
- 9. Design and Specification**
- 9.1 The Seller reserves the right to effect design changes without notice as required by technical developments or where such changes are effected by the Seller's suppliers.
- 9.2 The Buyer agrees to indemnify the Seller against all liability arising from the Seller's performance of the Buyer's Confirmed Order in accordance with the Buyer's specification where such specifications infringe any patent trade mark registered design or other intellectual property rights not owned by the Buyer or the Seller.
- 9.3 All documents drawings and specifications supplied by the Seller are the Seller's copyright and may not be disclosed to third parties (other than the ultimate user of the goods) or be reproduced without the Seller's consent in writing.
- 9.4 Without limitation to the generality of clause 9.3 drawings and specifications supplied by the Seller may be used by the Buyer only for the purposes of incorporating the goods into the Buyer's manufactured products and thereafter maintaining, adjusting and repairing the goods. No licence is granted to the Buyer to copy or use drawings or specifications so supplied in order to make or have made spare parts for the goods. The Buyer shall in no event disassemble or reverse engineer the goods or attempt to do any such thing.
- 10. Termination**
- 10.1 If the Buyer fails to make payment due to the Seller on the due date or commits any other breach of this agreement and fails to remedy such breach within a period of 30 days from receipt of notice in writing from the Seller requesting remedy or if the Buyer enters into an arrangement with its creditors or goes into liquidation or passes any resolution for winding up or becomes subject to the appointment of any receiver, administrative receiver or administrator or becomes bankrupt then:-
- 10.1.1 the Seller may by notice in writing to the Buyer forthwith cancel the Confirmed Order and any other Confirmed Orders outstanding between the parties;
- 10.1.2 in the event of such cancellation the Seller shall be entitled to reclaim any goods unpaid for in accordance with the provisions of clause 6 above;
- 10.1.3 the Buyer shall remain liable to pay the Seller the full purchase price for the goods less:-
- 10.1.3.1 the disposal price received by the Seller for goods in its possession or reclaimed from the Buyer; and,
- 10.1.3.2 any part of the purchase price for the goods paid by the Buyer to the Seller.
- 10.2 Termination of this agreement, however arising, shall not affect the Seller's rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.
- 11. Force Majeure**
- 11.1 The Seller shall have no liability in respect of any delay in delivering or performing any obligations to the Buyer due to any cause of whatever nature outside the reasonable control of the Seller or the Seller's suppliers.
- 11.2 In such event the Seller may without liability cancel or vary the terms of the agreement including extending the time for performing it and the Buyer shall take and pay for such part of the goods as the Seller shall be able to deliver.
- 12. Severance**
- 12.1 If at any time one or more of these conditions becomes invalid illegal or unenforceable in respect of any law such terms shall be deemed to be severed from the contract and the validity and enforceability of the remaining provisions shall not be affected or impaired.
- 13. Data Protection**
- 13.1 Any personal information obtained by the Seller over the course of this agreement shall be used only in accordance with the Seller's Data Protection Policy.
- 13.2 Each party shall comply with all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended (the "Data Protection Legislation").
- 13.3 Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation.
- 13.4 The Buyer shall indemnify the Seller against all claims and proceedings and all liability, loss, costs and expenses incurred by it as a result of any claim made or brought by a data subject or other legal person in respect of any loss, damage or distress caused to them as a result of any breach by the Buyer of the Data Protection Legislation by that party.

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14. Disclosure

- 14.1 The Seller may, where the Seller is required to make such disclosure by law or order of any court or regulatory body having jurisdiction over the Seller, disclose any information about the Confirmed Order to the Serious Fraud Office, or such other government or regulatory body as may be interested, without first informing the Buyer of such disclosure.

15. Law

- 15.1 This agreement shall be governed by and interpreted in accordance with English law and the Buyer submits to the exclusive jurisdiction of the courts in England and Wales.

Effective Date: 13th August 2024
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