

TERMS AND CONDITIONS OF SALES OF GOODS FOR E-COMMERCE

ABOUT US

Company details.

InterPuls S.p.A., company code RE 009360 (we and us), is a company registered in Italy and our registered office is at via F.Maritano, 11 | 42020 - Albinea RE - Italy. Our VAT number is IT01259470358. We operate the website www.milkrite-interpuls.com.

These Terms and the Contract are made only in the English and Italian language.

1. Interpretation

1.1 **Definitions.** In these Conditions, the following definitions apply:

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 13.6.
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: has the meaning given in clause 12.

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

Order: the Customer's order for the Goods, on clicking 'Place Order' on the website.

Supplier: means in respect of Goods ordered on the Italian website at the following link www.milkrite-interpuls.com
InterPuls S.P.A., company code RE 009360, VAT code IT01259470358

2. 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 Please follow onscreen prompts to place an order. Each order is an offer by Customer to buy the goods specified in the order subject to these terms. Please check your order carefully before confirming it (by clicking 'place order' button). You are responsible for ensuring that your order is complete and accurate.
- 2.3 We will notify you by email as soon as possible to acknowledge that we have received and are processing your order. Our acceptance of your order will take place when you receive a second order acknowledgement email from us which confirms our acceptance of your Order, at which point the Contract shall come into existence.
- 2.4 If we are unable to supply you with the Goods for any reason, we will inform you of this by email and we will not process your order.
- 2.5 Once checkout is complete, no Order which has been placed by Customer may be cancelled by the Customer except with the agreement in writing of the Supplier and on terms that the Customer shall indemnify the Supplier in full against loss (including loss of profit), costs of the Goods, damages, charges and expenses incurred by the Supplier as a result of the cancellation.
- 2.6 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.
- 2.7 Any images of the goods on our website, samples, drawings, descriptive matter, or advertising produced by the Supplier and any descriptions or illustrations contained on the Supplier's website or in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

3. Goods

- 3.1 The Goods are described on the Supplier's website.
- 3.2 The Supplier reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

4. Delivery

- 4.1 The Supplier shall ensure that:
- (a) each delivery of the Goods is accompanied by a delivery note, issued in accordance with applicable laws and regulations, which 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
 - (b) if the Supplier requires the Customer to return any packaging materials to the Supplier, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.
- 4.2 If an Order is placed on the website, the shipping terms will be as agreed between the parties when the Customer's account is initially set up or the Customer will be contacted by the Supplier to agree the shipping terms.
- 4.3 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence and while reasonable efforts are made by Supplier to deliver within any time specified, Supplier shall be under no liability whatsoever for any loss suffered by the Customer, whether directly or indirectly, as a result of delay in delivery whatsoever. The Supplier shall not be liable for damages, whether direct or indirect, suffered by the Customer as a result of the failed delivery of the Goods at a specific time or date.
- 4.4 If the Supplier 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. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event, as properly defined in the following Clause 12, or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.5 If the Customer fails to take or accept delivery of the Goods (as appropriate) within three business days of the Supplier notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event in accordance with the following Clause 12 or the Supplier's failure to comply with its obligations under the Contract:
- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third business day after the day on which the Supplier notified the Customer that the Goods were ready; and
 - (b) the Supplier shall store the Goods until delivery takes place, and may charge the Customer for all related costs and expenses (including insurance).
- If the Contract specifies collection of the Goods by the Customer, the Customer shall collect the Goods within 10 business days from the day on which the Supplier notified the Customer that the Goods are ready.
- The Supplier shall store the Goods until collection takes place, and may, in case of delayed collection, charge the Customer for all related costs and expenses (including insurance).
- If the Customer fails to collect liners and tubing Goods within 30 days from the day the Supplier notified the Customer the Goods are ready, or if the Customer fails to collect the milking equipment, milking components, and spare parts Goods within 90 days from the day the Supplier notified the Customer the Goods are ready, the Supplier may terminate the Contract.
- 4.6 The Supplier 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.
- 4.7 Damages and shortages must be notified to Supplier within 8 days of delivery.
- 4.8 If Customer orders Goods from our site for delivery to an international delivery location Customer's order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount. Customer will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order. Customer must comply with all applicable laws and regulations of the country for which the Goods are destined. Supplier will not be liable or responsible if Customer breaks any such law.

5. Quality

- 5.1 The Supplier provides the following warranty period for the Goods (Warranty Period):

Liners and tubing	6 months from the date of delivery or 2500 milkings, whichever comes sooner
Claw	12 months from the date of delivery or 5000 milkings, whichever comes sooner
All other Goods	12 months from the date of delivery

- 5.2 During the Warranty Period, the Supplier warrants that the Goods shall:
- (a) conform in all material respects with their description;
 - (b) be free from material defects in design, material and workmanship;
- 5.3 Subject to clause 5.4, if:
- (a) the Customer gives notice in writing to the Supplier 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; and
 - (b) the Supplier is given a reasonable opportunity of examining such Goods; and
 - (c) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business, the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.



- 5.4 Unless otherwise specifically stated in the Contract, the Supplier does not warrant the design of the Goods or their fitness for any particular purpose. In any case, the Supplier shall not be liable for 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 5.3(a);
 - (b) the defect arises because the Customer failed to follow the Supplier'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 Supplier following any drawing, design or specification supplied by the Customer;
 - (d) the Customer alters or repairs such Goods without the written consent of the Supplier;
 - (e) the defect arises as a result of fair wear and tear or as consequence of wilful damage, negligence, abnormal storage or working conditions attributable to the Customer; or
 - (f) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 5.5 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.
- 5.6 When the UK Law is applicable, 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.
- 5.7 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

6. Title and risk

- 6.1 When the Supplier is InterPuls S.p.A. the risk of damage to or loss of the Goods and legal title to the Goods shall pass to the Customer when the Goods are collected from Supplier's premises by the nominated carrier.
- 6.2 When the Supplier is milkrite | InterPuls Limited out of the United Kingdom:
- (a) The risk in the Goods shall pass to the Customer on completion of delivery.
 - (b) Title to the Goods shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for the Goods.
 - (c) Until title to the Goods has passed to the Customer, the Customer shall: hold the Goods on a fiduciary basis as the Supplier's bailee; store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property; not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; notify the Supplier immediately if it becomes subject to any of the events listed in clause 10.2; and give the Supplier such information relating to the Goods as the Supplier may require from time to time, but the Customer may resell or use the Goods in the ordinary course of its business.
 - (d) If before title to the Goods passes to the Customer, the Customer becomes subject to any of the events listed in clause 10.2, or the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Customer to deliver up the Goods and, 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.

7. Price and payment

- 7.1 The prices of the Goods will be as quoted on our site at the time you submit your order. Supplier will use its best efforts to ensure that the prices of Goods are correct at the time when the relevant information was entered onto our system. However, please see clause 7.3 for what happens if we discover an error in the price of Goods you ordered.
- 7.2 The Supplier may, by giving notice to the Customer at any time 5 Business Days 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 the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - (b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered; or
 - (c) any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.
- 7.3 We sell a large number of Goods through our site. It is always possible that, despite our best efforts, some of the Goods on our site may be incorrectly priced. Supplier will normally check prices as part of our dispatch procedures so that:
- (a) where the Goods' correct price is less than the price stated on our site, we will charge the lower amount when dispatching the Goods to you; and
 - (b) if the Goods' correct price is higher than the price stated on our site, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Goods at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. However, if we mistakenly accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may cancel supply of the Goods and refund you any sums you have paid.



- 7.4 Unless otherwise agreed, 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.
- 7.5 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 the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods.
- 7.6 Payment for the Goods must be made in advance of delivery to the bank account nominated in writing by the Supplier, unless prior credit terms have been agreed in writing between the Supplier and the Customer.
- 7.7 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment (due date), then the Customer shall pay interest on the overdue amount at the rate of 7% per annum. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
If the Customer does not, within 30 days after receipt of a payment reminder from the Supplier, make a payment due to the Supplier under a Contract, the Supplier may terminate the Contract.
- 7.8 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier 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 the Supplier to the Customer.

8. Intellectual property rights

- 8.1 All copyright, patents, trade marks, design rights, know-how and other industrial or intellectual property of any kind whatsoever, whether registered or capable of registration or not, in any part of the world and including all applications and the right to apply for any of the foregoing rights ("Intellectual Property") on or subsisting in or in relation to the Goods shall remain (as between Supplier and his subsidiaries and the Customer) the absolute property of Supplier and his subsidiaries and no rights in such property are granted to the Customer save for a non-exclusive licence to use or resell the Goods for the purposes contemplated by the Contract.

9. Data protection and data processing

Each party warrants to the other that it will process the Personal Data, deriving or connected to the execution of each Order, in compliance with all applicable EU and UK laws, enactments, regulations, orders, standards and other similar instruments. Please see our Privacy and Cookies Policy for details of how Supplier deals with Customer personal data.

10. Customer's insolvency or incapacity

- 10.1 If the Supplier is InterPuls S.p.A. out of Italy, in the event that Customer starts winding-up procedures, or is declared bankrupt or is subjected to any other insolvency procedure, or in all events, declares to grant security on the Goods supplied by the Supplier in favour of third parties, the Supplier shall be authorised to cancel any Order, in its entirety or partially, giving written notice without affecting the rights and obligations already acquired by the Supplier.
- 10.2 If the Supplier is Milkrite Interpuls Limited out of the United Kingdom, if the Customer commits any material breach of this Contract or becomes insolvent or the subject of proceedings under any law relating to bankruptcy or the relief of debtors or admits in writing its inability to pay its debts as they become due, Supplier shall be entitled, without prejudice to any other right or remedy available to it, immediately to terminate the Contract or suspend any further deliveries of Goods and if any of the Goods have been delivered but not paid for, the price payable by the Customer under the Contract shall become immediately due and payable.
- 10.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

11. Limitation of liability

- 11.1 Nothing in these Conditions shall exclude, restrict or limit, or seek to exclude, restrict or limit, any liability which may not lawfully be excluded, restricted or limited or which may not be excluded, restricted or limited under any applicable law or regulation.
- 11.2 Subject to clause 11.1 and the following clause 12:
(a) the Supplier 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) the Supplier'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 in no circumstances exceed the price of the Goods.



12. Force majeure

12.1 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, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, 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 The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Supplier.
- 13.2 If any provision of the Contract is held invalid, illegal or unenforceable by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.
- 13.3 Failure or delay by the Supplier in enforcing or partially enforcing any of its rights or remedies under the Contract will not be construed as a waiver of any of its rights under the Contract and shall not prevent the Supplier from later reasserting such rights or remedies.
- 13.4 A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 13.5 The parties agree to comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to, when Supplier is milkrite | InterPuls Limited, the Bribery Act 2010.
- 13.6 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 in writing and signed by the Supplier.
- 13.7 If the Supplier is Milkrite Interpuls Limited, the Contract shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.
- 13.8 If the Supplier is InterPuls S.p.A., the Contract shall be governed by, and construed in accordance with, Italian law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of Italy.
- 13.9 In any case, with express exclusion of the applicability of the provisions of United Nations Convention on contracts for the international sale of goods adopted in Wien on 11 April 1980.
- 13.10 The direct or indirect re-exportation of Goods to Russia, and re-exportation of Goods for use in Russia, are prohibited. Observance of this prohibition constitutes a material obligation. In case of breach, Supplier shall be entitled (without prejudice to any other right or remedy available to it) immediately to terminate the Contract or suspend any further deliveries of Goods and if any of the Goods have been delivered but not paid for, the price payable by the Customer under the Contract shall be come immediately due and payable. Customer agrees to indemnify, defend and hold harmless Supplier from and against any and all cost, loss, liability, fine, expense or damage (including reasonable fees for attorneys and other experts) arising out of, resulting from or related to its breach.

Pursuant to articles 1341 and 1342 of the Italian Civil Code, the parties declare that they expressly and specifically accept the following articles of the Conditions: 2.4, 2.5 (Basis of Contract); 3.2 (Goods); 4.4, 4.5, 4.6, 4.7, 4.8 (Delivery); 5.1, 5.2, 5.3, 5.4, 5.5. (Quality); 6.1 (Title and Risk); 7.2, 7.6, 7.7. (Price and Payment); 8 (Intellectual Property Rights); 10.1 (Customer's Insolvency or Incapacity); 11.2 (Limitation of liability); 13.1, 13.7, 13.8, 13.9 (General).

