

## EU & UK TERMS AND CONDITIONS OF SALE OF GOODS

### 1. Interpretation

**Conditions:** the terms and conditions set out in this document.

**Contract:** the contract (oral or written) 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 for professional purposes. Purchase orders by consumers or for consumer purposes are not permitted.

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

**Incoterms:** International Chamber of Commerce (ICC) rules on the responsibilities of sellers and buyers for the sale of goods. More information can be found at <https://iccwbo.org/business-solutions/incoterms-rules/incoterms-2020/>.

**Order:** the Customer's order for the Goods, as set out in the order placed in our e-commerce shop, Customer's purchase order form or the Customer's acceptance of the Supplier's quotation, as the case may be.

**Supplier:** means the seller identified in the Contract. If no seller has been identified, Supplier means Interpuls S.P.A., via F.Maritano, 11 | 42020 - Albinea RE – Italy, company code RE 009360, VAT code IT01259470358.

### 2. Basis of contract

- 2.1. These Conditions apply to the Contract, except as and with the modifications explicitly agreed in writing, if: (a) the Conditions have been referenced in the Contract or in any quotation, Order, order confirmation or other correspondence leading up to the Contract; or (b) the Contract concerns supply of Goods and the Conditions have previously been applied to any contract between the contracting parties. These Conditions apply 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, whether or not Supplier has expressly rejected such other terms.
- 2.2. The Supplier's quotation constitutes an invitation to Customer to place an Order. The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Order shall only become binding on the Supplier after Supplier expressly accepts the Order by written order confirmation, at which point the Contract shall come into existence. An email acknowledging receipt of an Order does not constitute an order confirmation.
- 2.3. Prior to acceptance by order confirmation, Supplier may reject and Customer may cancel the Order. No Order which has been accepted by the Supplier 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, damages, charges and expenses incurred by the Supplier as a result of the cancellation.
- 2.4. 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.
- 2.5. Any samples, images, drawings, descriptive matter, or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's websites, 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 and/or in the Supplier's catalogue.
- 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. Each delivery of the Goods shall be accompanied by a delivery note. 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. Goods shall be delivered per the shipping terms set out in the Contract. In case no shipping terms have been set out, the normal shipping terms are ex-works Supplier (Incoterms 2020). The Customer and Supplier may on each occasion, however, agree the application of different incoterms for the Order.
- 4.3. Title to the Goods shall not pass to the Customer until the Supplier has received payment in full.
- 4.4. 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 or damage suffered by the Customer whether directly or indirectly as a result of delay in delivery whatsoever.

- 4.5. 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.
- 4.6. If the Contract specifies collection of the Goods by the Customer the Customer fails to take or accept delivery of the Goods within three business days of the Supplier notifying the Customer that the Goods are ready, then, except where such failure is caused by a Force Majeure Event or by the Supplier, delivery of the Goods shall be deemed to have been completed at 9.00 am on the following business day and the Supplier shall store the Goods until delivery takes place and charge the Customer for all related costs and expenses. If the Customer fails to collect the Goods within 30 days after receipt of a collection reminder from the Supplier, the Supplier may terminate the Contract.
- 4.7. The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 4.8. Customer must inspect Goods upon delivery. Apparent damages, defects and shortages must be notified to Supplier in writing within 8 days of delivery. Otherwise, the delivery shall be deemed accepted. Unless caused by intent or gross negligence by Supplier, Supplier shall, to the extent permitted by applicable law, be released from all liability with regard to any such damage, defect or shortage.
- 4.9. Customer's order may be subject to import duties and taxes, payment of which is the responsibility of Customer (please also refer to Clause 6.4). Customer shall obtain relevant information, for example from local customs authorities, before placing an Order. Customer must comply with all applicable laws and regulations of the country for which the Goods are destined.
- 4.10. The direct or indirect re-exportation of Goods to Russia or Belarus, and re-exportation of Goods for use in Russia or Belarus, 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 become immediately due and payable. Customer shall immediately inform Supplier of any relevant activities by third parties that could frustrate the purpose of the prohibition. Customer shall make available to Supplier all relevant information concerning compliance therewith within two weeks upon request. 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 of its obligations in this section 4.10.

## **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 conform in all material respects with their description and 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 5.2; 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. The Supplier shall not be liable for Goods' failure to comply with the warranty set out in clause 5.2 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;
  - (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 results from fair wear and tear, willful damage, negligence, or abnormal storage or working conditions; 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 5.2.
- 5.6. These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

## **6. Price and payment**

- 6.1. The price of the Goods shall be the price set out in the Contract, or, if no price is set out, the price set out in the Supplier's published price list in force as at the date of delivery. Quotations are valid for 30 days only, except where a different validity period is stated.
- 6.2. 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.



- 6.3. 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. Any other duties or taxes required to be paid by Supplier according to applicable law (other than any tax imposed on the net income of Supplier) upon the sale or delivery of any Goods under the Contract or the receipt of payment for the Goods, are in addition to the prices under the Contract (unless specifically included) and shall be paid by Customer to Supplier.
- 6.4. Payment for the Goods must be made in advance of delivery to the bank account nominated in writing by the Supplier, unless other payment or credit terms have been agreed in writing between the Supplier and the Customer.
- 6.5. 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 8% per annum.
- 6.6. 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 set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount. The Supplier may at any time set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

## **7. Data protection and data processing**

Supplier may collect, use and further process data relating to Customer and disclose the data for use and further processing by any other entity in the Supplier Group (entities controlled by or under common control with Supplier). The processing of data in connection with promotion, supply, use and service of Supplier products and services is further described in the data and privacy statements available for download and printing at <https://www.milkrite-interpuls.co.uk/privacy-cookies-notice>

## **8. Limitation of liability**

- 8.1. Nothing in these terms of business shall exclude, restrict or limit, or seek to exclude, restrict or limit, any liability which may not be excluded, restricted or limited under applicable law or regulation. The limitations and exclusions of liability set out in Article 8.2 furthermore do not apply to liability for death or personal injury and to the extent Supplier has caused the loss or damage intentionally (willful misconduct) or with reckless disregard for the consequences of its acts (gross negligence).

### **8.2. Subject to clause 8.1:**

- (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, loss of production, loss of use, loss of revenue, loss of business or loss of goodwill, for loss of or unauthorized access to data, for loss of or damage to Customer's property, or any indirect or consequential loss arising under or in connection with the Contract, whether or not such loss, damage or access could have been reasonably foreseen; and
- (b) the Supplier's maximum aggregate 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.

## **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. 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.

## **10. General**

- 10.1. 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 consent of the Supplier.
- 10.2. 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.
- 10.3. 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.
- 10.4. A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 10.5. The parties agree to comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption, where applicable including but not limited to the Bribery Act 2010.
- 10.6. When 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.
- 10.7. 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.
- 10.8. The Contract is governed by and shall be construed and interpreted in accordance with the laws of the country (and, if applicable, state) of the principal place of business of Supplier. The courts at the seat of Supplier will have, and the parties irrevocably submit to, exclusive jurisdiction to settle any dispute, controversy or claim arising out of or in connection with the Contract. Notwithstanding the above, Supplier is always entitled to petition courts and authorities at the seat of Customer.

### **Express double acceptance:**

Pursuant to articles 1341 and 1342 of the Italian Civil Code, the parties declare they expressly and specifically accept the following articles of the Conditions: 2 (Basis of Contract); 3 (Goods); 4 (Delivery); 5 (Quality); 6 (Price and Payment); 8 (Limitation of liability); 10 (General).

