

## Conditions of Sale

Please read these terms and conditions carefully before placing an order with us.

**Your attention is particularly drawn to clause 10 below on limitation of liability and clauses 11 with regards to your data protection.**

### 1. GENERAL

1.1. These Conditions of Sale apply to all Contracts for the sale of Goods and/or the supply of services entered into by Collaborate London Ltd ("the Company"). They apply in preference to and supersede any terms referred to, offered or relied on by either party whether in negotiations or at any stage in the dealings between the Company and the Client with reference to the Goods and/or the Services. Nor will the Company be bound by any standard or printed terms furnished by the Client in any of its documents.

1.2. The terms defined in the Quotations/ Estimates/ Order Acknowledgments and Confirmation of Orders ("the Order Forms") shall apply in these Conditions, which are subject to any Special Terms stated therein.

1.3. All Order Forms signed by the Client shall be deemed an offer by the Client to purchase the Goods and / or Services pursuant to these Conditions and subject to any Special Terms stated therein.

1.4. All Confirmation of Order Forms signed by the Company shall be deemed an acceptance by the Company of the client's offer to purchase the Goods and / or Services pursuant to these Conditions and subject to any Special Terms stated therein and shall constitute a binding contract ("the contract")

1.5. The Contract constitutes the entire agreement between the parties relating to its subject matter, and supersedes any previous agreement between the parties relating to that matter. Each party acknowledges that it has not entered into the Contract on the basis of, and does not rely on, any representation, warranty or other provision that is not expressly included in the contract. The Contract may only be varied in writing, under the signature of both parties or their authorised representatives. All or any additional costs and expenses in respect of any change or variations shall be agreed as a precondition of same. No delay or omission of either party in exercising any right or remedy in whole or in part shall be construed as a waiver of it, or operate so as to limit or preclude any further or other exercise of it.

1.6. The contract is subject to English Law.

### 2. GOODS

2.1. All descriptions of the Goods are given by way of identification only and the use of any such description shall not constitute a sale or description. The Company maintains a policy of continuous product improvement, and reserves the right to alter specifications without notice at any time before delivery.

2.2. If a sample of the Goods has been exhibited to and inspected by the Client the Contract shall not constitute a sale by sample.

2.3. Subject as above, the Company shall replace the Goods free of charge upon written notification by the Client within 7 days of delivery if they are found to be materially different from those ordered, of defective workmanship or of a significantly lesser quality than that specified by the Company in writing or subsequent to the Order Form.

### 3. SERVICES

3.1. All Services described in the Order Forms shall be provided by the Company to the Client at the Price specified for those Services in the Order Forms or as may be agreed between the Company and the Client, failing which the Company's usual rates for such services shall apply.

3.2. The Company will only be liable in respect of installation work carried out by itself, its employees, agents or sub-contractors, but will not be so liable in any case where there are direct contractual relations between the Client and an installing party other than the Company. In any event the Company's liability for installation work shall be limited to the correction of any failure to use reasonable skill and care and liability for any death or personal injury caused by the negligence of persons in respect of whom the Company is vicariously liable. The Client shall be responsible for the safety of the personnel of the Company or of its sub-contractors whilst on the Client's premises, shall comply with all relevant statutory requirements and shall maintain adequate insurance against the appropriate risks.

### 4. DELIVERY

4.1. The Company will deliver the Goods to the Delivery Address stated in the Order Forms by any method of transport at the Company's option and shall (if included in the Services) install them or arrange for their installation at that address. The Client shall pay any applicable delivery charge incurred by the Company, which shall be added to the Price. The Company may make part deliveries.

4.2. If a Delivery Date is specified the Company will aim to despatch the goods by then, but does not guarantee to do so. Time of delivery shall not be of the essence to the Contract.

4.3. The Company shall not be liable for any damage, loss, the non-delivery or shortage suffered by the Goods whilst in transit unless the Client gives written notification of same to the Company within 7 days of delivery, or within such time as the Company may notify to the Client is sufficient to enable the Company to comply with its carrier's requirements for claims.

### 11. Data Protection

11.1 You are directed to read our **Privacy Policy on our website** which sets out the scope, nature and purpose of processing by the Provider, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation, **Personal Data**) and categories of Data Subject. A copy can be provided to you on request.

11.2 **Data Protection Legislation means** (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

11.3 Both parties will comply with all applicable requirements of the Data Protection Legislation.

11.4 The Company shall, in relation to any Personal Data processed in connection with the performance of the Service:

- (a) process that Personal Data only on your written instructions unless the Provider is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Company to process Personal Data (**Applicable Laws**). Where the Company is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Company shall promptly notify you of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Company from so notifying you;
- (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by you, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d) not transfer any Personal Data outside of the European Economic Area unless your prior written consent has been obtained and the following conditions are fulfilled:
  - (i) You or the Company has provided appropriate safeguards in relation to the transfer;
  - (ii) the data subject has enforceable rights and effective legal remedies;
  - (iii) the Company complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
  - (iv) the Company complies with reasonable instructions notified to it in advance by you with respect to the processing of the Personal Data;
- (e) assist you, at your cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify you without undue delay on becoming aware of a Personal Data breach;
- (g) at your written direction, delete or return Personal Data and copies thereof to you on termination of the agreement unless required by Applicable Law to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with these data protection clauses.

11.5 You do not consent to the Company appointing any third party processor of Personal Data under this agreement except with your explicit written consent. Your Personal Data may be passed to third parties which are under contract with the Company to provide services to you on the Company's behalf. In such an event the Personal Data shared is only that necessary to fulfil the service requirement under the terms of the contract with the Company. Within such a contract an express condition will be that the third party keeps any data secure and that it is not to use in any other way, such data, for their own or other parties' purposes. As between you and the Company, you shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause.

4.4. The Company shall not be liable for any non-delivery of part of any consignment of the Goods unless the Client gives written notification of same to the Company within 7 day of delivery of the rest of the consignment.

4.5. If delivery is delayed by any cause beyond the reasonable control of the Company a reasonable extension of time for delivery shall be granted and the Client shall pay such reasonable extra charges as shall have been occasioned by the delay. Alternatively, the Company may cancel the Contract, in which case it shall refund to the Client in full the amount of the Price paid to date.

### 5. PRICE

5.1. Any price(s) stated in the Order Forms or otherwise notified by the Company or agreed by the parties are based on costs currently prevailing in respect of the Goods and/or Services stated.

5.2. The Company reserves the right to pass on any variation in price incurred for reasons including material increases in costs which occur outside the Company's reasonable control.

5.2. All prices are exclusive of VAT, except where expressly stated otherwise.

### 6. PAYMENT

6.1. Payment terms are as stated in the order form. Unless otherwise specified in the order form, a deposit of 50% of the estimated total price, including VAT, is payable upon placement of the order. The balance of the actual price is payable within 14 days of delivery of the goods supplied, with part payments being due in respect of part deliveries as the Company may require.

6.2. If payment of the Price or any part of it is not made by the due date, the Company shall be entitled to charge interest on the outstanding amount, (both before and after any judgement) at the rate of 5% per annum above the Base Rate from time to time of HSBC Bank Plc accruing daily.

### 7. PROPERTY

7.1. The risk in the Goods shall pass to the Client upon delivery.

7.2. The legal ownership of the Goods shall not pass to the Client until the Price, and any other indebtedness of the Client of the Company, has been paid in full.

7.3. Until then the Client shall:

7.3.1. Hold the Goods in a fiduciary capacity as the Company's bailee;

7.3.2. Store the Goods separately, so that they may be readily identified as the Company's property;

7.3.3. Adequately insure the Goods;

7.3.4. Upon demand, return the Goods to the Company or allow the Company access to any premises where they may be stored in order to recover them;

7.3.5. Not resell the Goods, except in the ordinary course of its business, in which case it shall hold the proceeds of sale upon trust, pay them into a separate identified account, and account to the Company for them upon demand.

### 8. INTELLECTUAL PROPERTY RIGHTS

8.1. All design right, copyright, patent rights and other intellectual property rights in all designs, drawings, goods or documents produced or supplied by the Company shall be owned by the Company, even if they have been commissioned by the Client.

8.2. Any such rights in any such things produced, supplied or made available by the Client shall remain the property of the Client, and the Client warrants its title to them to the Company, except as expressly disclosed in writing, and agrees to indemnify the Company against any claims by third parties in respect of infringement of their intellectual property rights.

8.3. The Client shall not remove, alter, deface or tamper with any of the trade or other marks, names or numbers affixed to or marked on the Goods, or allow anyone else to do so.

### 9. CANCELLATION BY CLIENT

9.1. The Client may not cancel the Contract nor return any Goods which comply with the Contract unless the Company specifically agrees to same and in the case of any returned Goods only within 7 days of delivery. In such a case the Client shall pay a cancellation fee of 15% of the Price together with full return delivery charges and all or any other costs of cancellation incurred by the Company from its suppliers or manufactures all of which shall be deducted from the Deposit. The balance (if any) shall be refunded.

### 10. LIMITATION OF LIABILITY

10.1 The total amount of all liabilities of the Company to the Client, except those whose limitation or exclusion is prohibited by law, shall be limited to the Price (excluding VAT).

10.2 The Conditions state the entire liability of the Company to the Client, and the Company shall be under no liability whatsoever to the Client other than that expressly stated above, whether contractual or otherwise, except to the extent that its exclusion is prohibited by law.