

STRATOX GENERAL TERMS AND CONDITIONS OF CONTRACT

1. Interpretation

- 1.1. In these Conditions:- "Business Day" means any day other than a Saturday, Sunday or bank holiday; "The Buyer" means the person who accepts a quotation or offer off the Seller for the sale of the Goods or whose order for the Seller accepts the Goods.
- 1.2. "The Contract" means the contract by the purchase and sale of the Goods under these conditions;
- 1.3. "These Conditions" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller.
- 1.4. "The Delivery Date" means the date on which the Goods are to be delivered as stipulated in the Buyer's order and accepted by the Seller;
- 1.5. "The Goods" means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these Conditions.
- 1.6. "Month" means a calendar month.
- 1.7. "The Seller" means Fridge Spares Wholesale Limited
- 1.8. Stratox, a company registered in England under 3941121
- 1.9. "Writing" includes any communications effected by text, facsimile transmission, electronic mail, or any other means

2. Offers and orders

- 2.1. Our offers are, if not stated otherwise for information only and without binding effect. Each order becomes binding only in written form, such as order confirmation. Any typographical, clerical, or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.
- 2.2. Where the Seller has quoted a price for the Goods other than in accordance with the Seller's published price list the price quoted shall be valid for 30 days only or such lesser time as the Seller may specify.
- 2.3. These "General Terms" are valid for all items in which we are doing business, e.g. machinery, spare parts, operating supplies, consumables etc. The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.
- 2.4. Weights stated for material and packing are without engagement.

3. Prices

- 3.1. The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give.
- 3.2. If not otherwise stated, our prices are always to be understood net ex works (Incoterms 2020).

4. Terms of payment

- 4.1. If not otherwise stated, our invoices are payable within 30 days after date of invoice or within the terms agreed upon in GB Pounds Sterling effective in Oakham, UK.
- 4.2. Supply to non-UK entities is payment before despatch.
- 4.3. Should a customer fail to comply with the terms of payment we shall be entitled without giving notice, to charge default interest of the higher of the UK base rate plus 3% or 5% per month of the delayed payment. Non-compliance with the terms shall entitle us to fully rescind the contract including warranties, in which case the customer shall be fully liable for all the costs accrued in consequence of this order as well as for further damage caused to us.

5. Title

- 5.1. Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, legal and beneficial title of the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods.
- 5.2. Notwithstanding, legal and beneficial title of the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and any other goods supplied by the Seller and the Buyer has repaid any moneys owed to the Seller, regardless of how such indebtedness arose.
- 5.3. Until payment has been made to the Seller in accordance with these Conditions and title in the Goods has passed to the Buyer, the Buyer shall be in possession of the Goods as bailee for the Seller and the Buyer shall store the Goods separately and in an appropriate environment shall ensure that they are identifiable as being supplied by the Seller and shall insure the Goods against all reasonable risks.
- 5.4. In the event that the Buyer sells or transfers the Goods to a third party before legal and beneficial title has passed to him under these Conditions, the proceeds of the sub-sale or transfer (or such proportion as is due to the Seller) shall be held by the Buyer on behalf of the Seller. The Buyer shall ensure that such moneys are held separately from, and are in no way mixed with, any other moneys or funds, and that all moneys held on the Seller's behalf are identified as such.
- 5.5. If the Goods are manufactured into another form or are used in the process of manufacturing other goods, the Supplier shall acquire legal and beneficial title to the resulting goods, or a proportion of the title equal to the contribution made to the resulting goods by the Goods.
- 5.6. The Seller may, in accordance with the provisions of the Companies Act 1985, register any charge created by these Conditions.
- 5.7. The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of the Seller, but if the Buyer does so all money owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.
- 5.8. The Seller reserves the right to repossess any Goods in which the Seller retains title without notice. The Buyer irrevocably authorises the Seller to enter the Buyer's premises during normal business hours for the purpose of repossessing the Goods in which the Seller retains title and to allow inspection of the Goods to ensure compliance with the storage and identification requirements of sub-clause 10.4.
- 5.9. The Buyer's right to possession of the Goods in which the Seller maintains legal and beneficial title shall terminate if: The Buyer commits or permits any material breach of his obligations under these Conditions; The Buyer enters into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with his creditors; The Buyer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors; The Buyer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Buyer, notice of intention to appoint an administrator is given by the Buyer or any of its directors or by a qualifying floating charge-holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer.

6. Terms of delivery

- 6.1. We shall be entitled to extend the time of delivery:
 - 6.1.1. if the customer fails to observe the terms of payment.
 - 6.1.1.1. if the particulars required for the execution of the order are not communicated to us in time or if they are subsequently amended;
 - 6.1.1.2. if any events arise which interfere with the execution of the order through no fault of our own. Besides acts of God, such events include: production stoppages of all kind, unforeseen difficulties in obtaining materials, failure of subcontractors to comply with their times of delivery and governmental restrictions of the export, import or transit of the merchandise required.
 - 6.1.1.3. No claims for indemnity for delayed delivery whatsoever shall be recognized in the case of any of the above events, and any delay in delivery arising under the above events shall not entitle the client to rescind the contract or to claim any indemnity for any direct or indirect damage due to such delay.
- 6.2. Delivery of the Goods shall be made by the Seller delivering the Goods to the place in the United Kingdom specified in the Buyer's order and/or the Seller's acceptance as the location to which the Goods are to be delivered by the Seller or, if no place of delivery is so specified, by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection.

- 6.3. The Delivery Date is approximate only and time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the Delivery Date upon giving reasonable notice to the Buyer.
- 6.4. Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 6.5. If the Buyer fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on that date, the Seller shall be entitled upon given written notice to the Buyer to store or arrange for the storage of the Goods and then notwithstanding the provision of Condition 10.1 of these Conditions risk in the Goods shall pass to the Buyer, delivery shall be deemed to have taken place and the Buyer shall pay to the Seller all costs and expenses including storage and insurance charges arising from such failure. The Goods are available for collection; or In the case of Goods to be delivered otherwise than at the Seller's premises, the time of delivery or if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.
7. Packing
 - 7.1. The packing shall be charged separately and shall not be taken back.
8. Transfer of risk, transport
 - 8.1. As soon as the goods leave our works, the full risk including liability, loss of production etc shall pass to the customer, even for shipments dispatched CIF, FOB CPT etc, as well as in case the contract includes installation work. In the event of any damage arising in transit, the customer has to inform us immediately. If the delivery of goods being ready for dispatch is postponed at the customer's request, or if it is for reasons beyond our control impracticable to dispatch the goods, the goods shall be put in storage at the expenses and risk of the customer.
9. Transfer of Know-how
 - 9.1. The sales agreement includes the transfer of know-how of technology, these technologies include the design concept, materials and composition of products manufactured or supplied by Stratox using its IP including but not limited to any patents applications or patents held .
 - 9.2. Unless otherwise agreed upon, these technologies may only be used and applied on Stratox products of the relative sales contract or on Stratox products of same model and appropriate configuration. Therefore and as long as the customer does not violate this obligation no remuneration (lump sum or royalties) for the rights of use granted will be charged to the customer.
 - 9.3. We confirm that provided the prescribed Stratox consumables are used and the procedure instructions duly observed, the production of the relative technology can be achieved.
 - 9.4. Unless otherwise agreed upon, modifications and improvements of the equipment or technology are not subject of the relative agreement.
 - 9.5. The customer recognizes that ownership to the technology and the proprietary rights thereon rest with us. The customer is obligated to keep the information received from us regarding the technology confidential and will make it known to his own personnel only, and only on a "need-to-know-basis", to the extent required by the purpose of the relative sales agreement and is to make sure that it may not be made available to any third party.
10. Warranty
 - 10.1. For both mechanical and electrical parts we guarantee for a period of 12 months of normal use after signature of the acceptance protocol of the installation by the customer, but for no longer than 18 months after shipment of the goods. During the warranty period we shall repair or replace, whichever we think best, as soon as possible any parts, which become unserviceable or defective by reason of faulty material or design or inadequate workmanship.
 - 10.2. The costs involved in shipment for a guarantee replacement, e.g. costs for transport and insurance shall be borne by us, excluding import clearance costs. Substituted defective parts must be returned by the customer to us within one month at our charge, according to our instructions.
 - 10.3. If a technician is required for guarantee-service or -repairs, travel and technician's sojourn expenses are at customer's charge while the salary of our technician will be borne by us.
 - 10.4. Any subsequent work done and any subsequent deliveries of parts effected during the warranty period or any work and deliveries under our warranty shall not in any way effect the warranty period and the dates of payment agreed upon.
 - 10.5. Our warranty shall, without any obligation on our part to give special notice, expire if the customer fails or refuses to place the faulty equipment at our disposal for an adequate time within the warranty period for the purpose of repairing any faults detected, or if the customer, without our written consent, performs or causes some outsider to perform any alterations or repairs on the particular equipment or technology.
 - 10.6. Not covered by our warranty are items subject to natural wear and damage due to improper or negligent maintenance, non-observance of operating instructions, unduly heavy duty, unsuitable operating mediums, improper installation (where not executed by our own personnel), acts of God and other causes for which we are not responsible.
 - 10.7. In cases where we supply equipment manufactured by subcontractors, our obligations regarding the warranty and any indemnity for delayed delivery shall be identical to those undertaken by our subcontractors with respect to us.
 - 10.8. In no event shall we be liable for special, incidental or consequential damages or losses arising out of performance of the order by us. This includes, but is not limited to, damages or losses in connection with a stoppage of production as a result of any unserviceable or defective part regardless of whether it is subject to warranty or not. Also we cannot be held responsible for the merchantability of the technology installed.
 - 10.9. The customer has to assure that the goods are in conformity with the applicable technical security regulations in his country and we cannot accept any obligation or liability in respect of those.
11. No-Contest clause
 - 11.1. During the use of the products the customer will not in any way attack patents, patent applications or other proprietary rights of STRATOX regarding the technology installed.
12. Validity of the General Terms of Contract
 - 12.1. These General Terms of Contract shall apply to all matters, which are not otherwise regulated by written arrangements between the parties. If any provision of these terms is or becomes invalid, the other provisions shall not be affected and a valid one, which comes closest to the one, shall replace the invalid provision actually agreed upon. If the customer also submits General Terms of Contract, these General Terms of Contract shall in any event prevail.
13. Jurisdiction and applicable law
 - 13.1. The order as well as these General Terms of Contract shall be interpreted under English law and the place of jurisdiction shall be England.