
CONSUMER TERMS OF SALE

THIS AGREEMENT SETS OUT THE TERMS ON WHICH WE MAY SELL PRODUCTS AND SERVICES TO YOU. PLEASE READ THIS AGREEMENT CAREFULLY AND MAKE SURE THAT YOU UNDERSTAND IT, BEFORE ORDERING OR ACCEPTING DELIVERY OF ANY PRODUCT/SERVICES FROM US. THIS AGREEMENT ONLY APPLIES TO PRODUCTS/SERVICES PURCHASED FOR USE BY INDIVIDUAL CONSUMERS FOR PERSONAL USE AND NOT AS PART OF A TRADE, BUSINESS, CRAFT OR PROFESSION. ANY PERSONAL DATA PROCESSED BY US AS PART OF OUR RELATIONSHIP WITH YOU WILL BE PROCESSED IN ACCORDANCE WITH OUR DATA PROTECTION STATEMENT AVAILABLE AT [HTTPS://WWW.HEALTHCARE21.EU/GROUP-DATA-PROTECTION-STATEMENT/](https://www.healthcare21.eu/group-data-protection-statement/).

PLEASE REVIEW, IN PARTICULAR, THE LIMITS ON OUR LIABILITY IN CLAUSE 10.

This AGREEMENT and any of OUR documents referenced herein, as specifically forming part of the AGREEMENT, will apply to any sale of PRODUCT and/or SERVICES to YOU.

WE may amend this AGREEMENT from time to time. Every time YOU wish to ORDER PRODUCTS and/or SERVICES, please check this AGREEMENT to ensure YOU understand the terms which will apply at that time. This AGREEMENT was most recently updated on 20 October 2020.

The rights YOU have under this AGREEMENT are in addition to, and do not affect, the statutory rights and remedies YOU have under applicable consumer protection law. In the event of conflict between this AGREEMENT and applicable consumer protection law, YOUR statutory rights under applicable consumer protection law shall prevail.

1. WORDS USED IN THIS AGREEMENT

"AGREEMENT" means this agreement which includes the legal terms and conditions that apply when WE sell any PRODUCT and/or SERVICES to YOU;

"CONSUMER" or **"YOU"** or **"YOUR"** means the individual consumer who ORDERS the PRODUCT and/or SERVICES from US;

"MANUFACTURER WARRANTY" means the original warranty supplied by the manufacturer of the PRODUCT and/or SERVICES;

"ORDER" means an order placed with the SUPPLIER for the PRODUCT and/or SERVICES by email, fax or phone;

"PRODUCT" means the physical product ORDERED by YOU under the terms of this AGREEMENT;

"SERVICES" means the services ORDERED by YOU under the terms of this AGREEMENT which may include installation and support services;

"US", "WE", "OUR", "SUPPLIER" means the company providing the PRODUCT and/or SERVICES to YOU which may be any of the following companies in the HC21 group:

HC21 Group Company	Registered Number	Address
Primacy Healthcare 21	353461	85 South Mall, Cork, Ireland
Lyncare Systems Limited	441281	85 South Mall, Cork, Ireland
Tools for Living (Ireland) Limited	NI037178	Unit 23, Pennybridge Retail Estate, Ballymena, BT42 3HB;
Healthcare 21 UK Ltd	05020682	Unit B1-B2, Bond Close, Kingsland Business Park, Basingstoke, Hampshire, RG24 8PZ
Medscope Limited	05482582	Unit B1-B2 Bond Close, Kingsland Business Park, Basingstoke, RG24 8PZ
Aquilant Medical (ROI) Limited	80661	Unit 21, Fonthill Industrial Park, Dublin 22
Aquilant Scientific (ROI) Limited	57582	Unit 21, Fonthill Industrial Park, Dublin 22
Aquilant Northern Ireland Limited	NI006959	Maryland Industrial Estate, Ballygowan Road, Castlereagh, Belfast, BT23 6BL
Aquilant Limited	02090807	Unit B1-B2, Bond Close, Kingsland Business Park, Basingstoke, Hampshire, RG24 8PZ

2. HOW THE AGREEMENT IS FORMED

- 2.1. If an ORDER is made, following a quotation received from the SUPPLIER, YOU should reference the quotation number when placing YOUR ORDER.
- 2.2. Confirmation of YOUR ORDER will usually be provided in writing by email or by post however sometimes confirmation may be informal e.g. over the phone. WE are under no obligation to accept YOUR ORDER.
- 2.3. You will be deemed to have accepted this AGREEMENT for all PRODUCTS and SERVICES purchased from US and a contract will be formed on the earlier of these dates:
 - 2.3.1. the date that YOU receive confirmation of YOUR ORDER (where YOU have not cancelled YOUR ORDER); or
 - 2.3.2. the date that the provision of SERVICES commences; or
 - 2.3.3. the date YOU make payment for any PRODUCT and/or SERVICE from US.
- 2.4. If WE are unable to supply YOU with the PRODUCT and/or SERVICE, for example because that item is not in stock or no longer available or because WE cannot meet YOUR requested delivery date or because of an error in the price or in the quotation (as referred to in clause 2.6) WE will inform YOU of this by phone, e-mail or post and WE will not process YOUR ORDER. If YOU have already paid for the PRODUCT and/or SERVICE, WE will refund YOU the full amount, including any delivery costs charged, as soon as possible.
- 2.5. This AGREEMENT shall apply to all sales by the SUPPLIER to the CONSUMER to the exclusion of all other terms and conditions including any which the CONSUMER may purport to apply under any purchase order, confirmation of ORDER or any such similar document. This AGREEMENT constitutes the entire agreement between YOU and US and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between US, whether written or oral, relating to its subject matter. No variation or addition to this

AGREEMENT shall be effective unless agreed in writing by an authorised representative of the SUPPLIER.

- 2.6. Any typographical, clerical or other error or omission in any sale literature, quotation, price list, acceptance offer, invoice or other document or information issued by the SUPPLIER shall be subject to correction without any liability on the part of the SUPPLIER and without any prior notification. The views and opinions expressed in any sales literature or on the SUPPLIER's website are the views of the contributors and should not be taken necessarily as fact.

3. PRICES AND QUOTATIONS

- 3.1. Quotations from the SUPPLIER are valid for a period of thirty (30) days (unless otherwise stated) from the date of issue. The prices given in any quotation by the SUPPLIER are applicable to that quotation only and will not apply to future purchases.
- 3.2. The price payable by YOU for any PRODUCT and/or SERVICE shall be the amount specified on YOUR invoice.
- 3.3. Prices for OUR PRODUCT and/or SERVICE may change from time to time, but, subject to clause 2.6, changes will not affect any PRODUCT and/or SERVICE already paid for.
- 3.4. The SUPPLIER may at its discretion, as a condition of entering into the AGREEMENT, require the CONSUMER to provide to the SUPPLIER a cash deposit, guarantee, bank guarantee or enter into a credit arrangement.
- 3.5. All prices are exclusive of sales tax for which the CONSUMER shall be additionally liable at the applicable rate at the time of and as stated on YOUR invoice.

4. PAYMENT

- 4.1. Terms of payment are strictly thirty (30) days from date of invoice, unless alternative terms have been agreed in writing by the SUPPLIER.
- 4.2. WE may receive payment or part payment in advance before YOUR ORDER can be processed. Time for payment shall be of the essence and any failure to pay shall entitle the SUPPLIER to the following remedies (which are without prejudice to any other remedy that the SUPPLIER may have):
- 4.2.1. to reclaim any PRODUCT already provided;
 - 4.2.2. cancel any SERVICE orders;
 - 4.2.3. treat the AGREEMENT as repudiated by the CONSUMER; or
 - 4.2.4. delay, suspend or cancel any future delivery or deliveries and/or to limit the amount of, or refuse the grant of, credit to the CONSUMER.
- 4.3. The SUPPLIER reserves the right to charge interest on overdue invoices and this shall accrue on any unpaid amounts from the date when payment becomes due at two percent (2%) per annum above the Central Bank of Ireland base rate from time to time until the date of payment (a part of a month being treated as a full month for the purpose of calculating interest) to accrue both before and after any judgement.
- 4.4. All invoices shall be paid in full, free from any deduction for any set off, counterclaim or otherwise, unless otherwise agreed in writing with the SUPPLIER.

5. CANCELLATION, COOLING OFF AND RETURNS

- 5.1. Subject to clause 5.2, YOU are entitled to a cooling-off period of fourteen (14) days, which begins on the day that YOU receive the PRODUCT. In the case of SERVICES, the cooling off period begins on the day this AGREEMENT is formed in accordance with clause 2.
- 5.2. The cooling off period does not apply and cancellation will not be accepted in certain cases including where:

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- 5.2.1. the provision of SERVICES have already begun at YOUR request;
 - 5.2.2. the price of the PRODUCT is dependent upon financial market fluctuations that are beyond the SUPPLIER's control;
 - 5.2.3. the PRODUCT cannot be returned because it was made according to YOUR specifications or was personalised for YOU;
 - 5.2.4. the PRODUCT is liable to deteriorate or expire rapidly; or
 - 5.2.5. the PRODUCT seals have been broken by YOU and cannot be returned for health protection and hygiene reasons.
- 5.3. Where the cooling off period applies, YOU can cancel without giving a reason and without incurring charges or penalties.
- 5.4. To cancel YOUR ORDER please contact us using the details provided at clause 14. YOUR cancellation must be received during the cooling off period. The SUPPLIER will arrange for collection of the PRODUCT or otherwise provide instructions for convenient return. Any return delivery costs will be payable by YOU.
- 5.5. Following cancellation during the cooling-off period, the SUPPLIER will refund any FEES already paid for the cancelled PRODUCT and/or SERVICE (or part of the ORDER cancelled), less any collection or return costs or charges (if any). Where YOU cancel the entire ORDER, WE will also refund the standard delivery charges paid (if any), or an amount equal to those charges if YOU elect to use a more expensive delivery method. Where YOU cancel part of an ORDER, WE may recalculate any applicable delivery charge and deduct this from the refund. WE will pay the refund within fourteen (14) days after the day:
- 5.5.1. YOU notified US to cancel the ORDER, where the PRODUCT and/or SERVICE have not been provided to YOU); or
 - 5.5.2. the PRODUCT is returned to US, where YOU are in receipt of the PRODUCT; or
 - 5.5.3. YOU provide proof of return for the PRODUCT, where the PRODUCT has been returned but has not yet been received.
- 5.6. Once any cooling-off period has ended and unless the SUPPLIER agrees otherwise, YOU do not have a right to return or cancel YOUR ORDER.
- 5.7. If the SUPPLIER agrees to the return of PRODUCT, which is not faulty, outside of the cooling-off period, the PRODUCT returned (at CONSUMER's risk) will be credited (less a restocking fee) if the PRODUCT is of saleable condition and in their original packaging when received by the SUPPLIER.
- 5.8. Sometimes the PRODUCT specifications from the manufacturer may change or the SUPPLIER may experience problems with the supply of certain PRODUCTS and/or SERVICES. In this case the SUPPLIER will try to supply a substitute of the same or better quality at the same price. If, the SUPPLIER is unable to provide a replacement or substitute, or YOU are not happy with the replacement or substitute provided YOU can receive a full refund for any Fees paid. YOU must return any rejected replacement PRODUCT within thirty (30) days of receipt.
- 5.9. The SUPPLIER shall have the right to make any changes to the SERVICES which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the SERVICES.
- 5.10. In the event the CONSUMER breaches its obligations under this AGREEMENT, the SUPPLIER may immediately terminate this AGREEMENT and recover from the CONSUMER any and all losses or damages related to such breach of the AGREEMENT.

6. DELIVERY AND STORAGE

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- 6.1. All quoted delivery dates are estimates only. The SUPPLIER is not obliged to meet such dates and will not be liable to the CONSUMER by reason of delays caused by any reason whatsoever. WE only deliver PRODUCTS and/or SERVICES within Ireland and the United Kingdom.
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- 6.2. Time of delivery shall not be of the essence and the SUPPLIER shall not be liable for any losses, costs, damages or expenses by the CONSUMER or any other person or company arising directly or indirectly out of any failure to meet any estimated delivery date. The SUPPLIER shall not be liable for any delay in delivery of the PRODUCT and/or SERVICE that is caused by Events outside OUR Control (as defined at clause 15.5) or the CONSUMER's failure to provide the SUPPLIER with adequate delivery instructions or any other instructions that are relevant to the supply of the PRODUCT and/or SERVICE.
- 6.3. The SUPPLIER is deemed to have delivered the PRODUCT when the PRODUCT and/or SERVICE is provided/made available to the CONSUMER at the CONSUMER'S address.
- 6.4. On delivery of the PRODUCT and/or SERVICE the CONSUMER is required to sign a proof of delivery form verifying the quantity and description of the PRODUCT and/or SERVICE delivered.
- 6.5. The SUPPLIER reserves the right to arrange carriage of the PRODUCT via a third party carrier on such terms as the SUPPLIER shall determine in its sole discretion.
- 6.6. Alternative arrangements with regard to the delivery of the PRODUCT may be agreed with the SUPPLIER and all additional costs incurred by the SUPPLIER in connection with such arrangements shall be borne by the CONSUMER.
- 6.7. The first attempt to deliver the PRODUCT shall be considered as delivery of the PRODUCT and unless otherwise agreed in writing by the SUPPLIER all deliveries can take place up until 5pm on each working day. The SUPPLIER will endeavour to make contact with the CONSUMER and reattempt delivery at an agreed time. In the case of SERVICES a call out fee may be charged in the event that the SERVICES cannot be provided at the agreed time.
- 6.8. Unless otherwise agreed the SUPPLIER may deliver by instalments and in such case each instalment shall be treated separately and any delay, default or non-delivery in respect of any instalment by the SUPPLIER shall not entitle the CONSUMER to cancel the remainder of the AGREEMENT.
- 6.9. The SUPPLIER reserves the right to charge for delivery. Express delivery, specified timed delivery, redelivery attempts or any small ORDERS for PRODUCT may each incur additional charges.

7. TITLE AND RISK

- 7.1. Delivery of an ORDER shall be completed when WE deliver the PRODUCT at the address YOU gave US.
- 7.2. On delivery of the PRODUCT to YOU, the PRODUCT shall be YOUR risk and responsibility and YOU will be responsible for its safekeeping and WE will not be responsible for any damage or fault arising from the point of delivery.
- 7.3. You own the PRODUCT once WE have received payment in full, including all applicable delivery charges.
- 7.4. The CONSUMER shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the PRODUCT which remain the property of the SUPPLIER, but if the CONSUMER does so all monies owing by the CONSUMER to the SUPPLIER shall (without prejudice to any other right or remedy the SUPPLIER) immediately become due and payable.
- 7.5. The CONSUMER must keep the PRODUCT insured against all risks for Products of that kind from the time the risk in the PRODUCT passes to the CONSUMER until the time title to the PRODUCT passes to the CONSUMER.

8. TERM & TERMINATION

- 8.1. The AGREEMENT shall commence when YOUR ORDER is accepted in accordance with this Agreement.
- 8.2. Following acceptance of YOUR ORDER the AGREEMENT shall continue until the ORDER is delivered

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- unless earlier terminated in accordance with this AGREEMENT.
- 8.3. This AGREEMENT shall automatically terminate following delivery of the ORDER, in accordance with the requirements of this AGREEMENT, provided termination or expiry shall not affect the continuing rights and obligations of each party under any clauses which are stated expressly to, or intended to, survive termination or expiry, nor affect any accrued rights or obligations under this AGREEMENT.
- 8.4. If the CONSUMER is in breach of this AGREEMENT or the CONSUMER becomes bankrupt or has an administrator, receiver or a receiver and manager appointed or goes into liquidation, whether voluntary or otherwise, or is wound up or dissolved or declared insolvent the SUPPLIER may at any time, without prior notice to the CONSUMER, and without prejudice to any other rights which it may have against the CONSUMER:
- 8.4.1. terminate the AGREEMENT; and/or
 - 8.4.2. suspend some or all its obligations under the AGREEMENT with the CONSUMER; and/or
 - 8.4.3. enter upon any premises owned or occupied by the CONSUMER where the SUPPLIER reasonably believes the PRODUCT may be stored and repossess the PRODUCT without being liable for any damages caused to the extent permitted by applicable law.

9. WARRANTIES

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- 9.1. The Supplier warrants to the CONSUMER that the SERVICES will be provided using reasonable care and skill.
- 9.2. The PRODUCTS are supplied only for use in a domestic, non-commercial environment in a manner which is consistent with the specification, functionality and service standards described in the PRODUCT description.
- 9.3. The MANUFACTURER'S WARRANTY shall apply to the PRODUCT. You must notify the SUPPLIER in writing within fourteen (14) days of receipt of the PRODUCT if YOU do not agree to the terms of the MANUFACTURER'S WARRANTY. If YOU have received delivery of the PRODUCT and YOU do not accept the MANUFACTURER'S WARRANTY YOU shall be required to return the PRODUCT to the SUPPLIER, at YOUR sole cost and expense, within a period of fourteen (14) days of such notification. In the event that YOU do not notify the SUPPLIER and/or do not return the PRODUCT within the prescribed period(s), YOU are hereby deemed to have accepted the terms of the MANUFACTURER'S WARRANTY and agree to be bound by them.
- 9.4. The MANUFACTURER'S WARRANTY shall only apply for the relevant period set out in the document.
- 9.5. In the event of a PRODUCT recall YOU should ensure that no further use is made of the PRODUCT and follow the instructions for the PRODUCT recall carefully.
- 9.6. The warranties provided hereunder and the MANUFACTURER'S WARRANTY is in addition to, and does not affect, YOUR legal rights in relation to any PRODUCT that is faulty or not as described. Advice about YOUR legal rights is available from YOUR local Citizens' Advice Bureau.

10. LIABILITY – THE CONSUMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

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- 10.1. The PRODUCTS and SERVICES are supplied only for use in a domestic, non-commercial environment in a manner which is consistent with the specification, functionality and service standards provided by the SUPPLIER. The SUPPLIER shall not be liable for losses relating to any business in connection with this AGREEMENT, such as lost revenue, income or profits, lost data or business interruption.

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- 10.2. Nothing in this AGREEMENT shall limit or exclude the SUPPLIER's liability for:
- 10.2.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - 10.2.2. fraud or fraudulent misrepresentation;
 - 10.2.3. breach of any terms implied by statute to protect consumers, which cannot be excluded by law, under the Sale of Goods and Supply of Services Act 1980 and the Consumer Protection Act 1987.
- 10.3. The SUPPLIER accepts liability for reasonably foreseeable losses, arising as a direct consequence of a breach by the SUPPLIER of this AGREEMENT to the extent permitted by applicable law, however, the SUPPLIER shall not be liable where the causes, or potential causes, of loss:
- 10.3.1. was not reasonably foreseeable by both parties; and/or
 - 10.3.2. were known by CONSUMER but not SUPPLIER prior to the loss being incurred; and/or
 - 10.3.3. arose from use of the PRODUCT which is not normal use; and/or
 - 10.3.4. were reasonably foreseeable and preventable by the CONSUMER including issues arising as a result of a failure to read and/or follow user instructions.
- 10.4. Subject to clause 10.2, and subject always to the extent permitted by applicable law, the SUPPLIER's total liability to the CONSUMER in respect of all other losses arising under or in connection with the AGREEMENT, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price paid by the CONSUMER for the PRODUCT and/or SERVICE which is the subject of the claim.
- 10.5. Terms implied by statute to protect consumers, which are capable of exclusion, including under the Sale of Goods and Supply of Services Act 1980 and the Consumer Protection Act 1987, are hereby excluded to the fullest extent permitted by law.
- 10.6. Except as expressly stated in this AGREEMENT, WE do not give any representation, warranties or undertakings in relation to the PRODUCT and/or SERVICE. In particular, WE will not be responsible for ensuring that the PRODUCT and/or SERVICE is suitable for YOUR purposes.
- 10.7. Nothing in this AGREEMENT is intended to limit YOUR legal rights as a consumer. For further information about YOUR legal rights YOU can contact YOUR local Citizens Advice Bureau.
- 10.8. This clause 10 shall survive termination of the AGREEMENT.

11. RETURN OF PRODUCT AND CREDIT

- 11.1. The CONSUMER is deemed to have accepted the PRODUCT to its full satisfaction unless a valid claim is made in accordance with this AGREEMENT.
- 11.2. The CONSUMER shall be obliged to carefully inspect the PRODUCT delivered without delay after delivery. This shall also apply if the SUPPLIER delivers to a third party at the instruction of the CONSUMER.
- 11.3. Any PRODUCT required to be returned by the CONSUMER must be pre-authorised by the SUPPLIER before actual return.
- 11.4. The PRODUCT returned must be accompanied by a dispatch note stating the SUPPLIER's original delivery number, returns authorisation number and reason for return.
- 11.5. Any PRODUCT in respect of which any claim of defect or damage is made by the CONSUMER shall be preserved by the CONSUMER intact at the CONSUMER's risk and shall, at the request of the SUPPLIER, be:
- 11.5.1. retained by the CONSUMER for a reasonable period to enable the SUPPLIER or its agent to inspect the PRODUCT; or
 - 11.5.2. collected from the CONSUMER by the SUPPLIER if the PRODUCT is defective; or
 - 11.5.3. returned (carriage paid) by the CONSUMER to the SUPPLIER's depot as notified to the CONSUMER.

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- 11.6. The SUPPLIER shall not be liable for the failure of the PRODUCT where:
- 11.6.1. the defect arises because the CONSUMER failed to follow the SUPPLIER's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the PRODUCT or (if there are none) good trade practice;
 - 11.6.2. the defect arises as a result of the SUPPLIER following any drawing, design or services supplied or requested by the CONSUMER;
 - 11.6.3. the CONSUMER alters or repairs the PRODUCT;
 - 11.6.4. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
 - 11.6.5. the PRODUCT differs from its description as a result of changes made to ensure it complies with applicable statutory or regulatory standards.

12. PROPRIETARY INFORMATION

- 12.1. The CONSUMER will not and may not permit any person reasonably within the CONSUMER's control to:
- 12.1.1. modify any of the PRODUCTS;
 - 12.1.2. copy, clone or reverse engineer any hardware PRODUCTS;
 - 12.1.3. copy, decompile, disassemble or reverse engineer any software PRODUCTS; or
 - 12.1.4. copy, modify or decompile any documents accompanying the PRODUCTS.

13. HOW WE USE YOUR PERSONAL DATA

- 13.1. WE only use YOUR personal data in accordance with this AGREEMENT and OUR Data Protection Statement available at <https://www.healthcare21.eu/group-data-protection-statement/>. Please take the time to read the Data Protection Statement as it includes important information about how YOUR personal data will be used as part of this AGREEMENT.

14. CONTACTS, COMPLAINTS AND COMPLIMENTS

- 14.1. If YOU have any concerns, issues, complaints or compliments about the provision or use of the PRODUCT WE would be happy to assist YOU with YOUR queries. Please contact us as follows:

In Ireland: **POSTAL ADDRESS:** Westpoint Business Park, Unit 5, Westpoint Buildings, Ballincollig Co. Cork, Ireland
EMAIL ADDRESS: info@hc21.ie
TELEPHONE NUMBER: 1890 777 444

In Northern Ireland: **POSTAL ADDRESS:** Healthcare 21, Maryland Industrial Estate, 286 Ballygowan Road, Moneyrea, BT23 6BL
EMAIL ADDRESS: contactus@aquilantservices.co.uk
TELEPHONE NUMBER: 00 44 1256 306 506

In England: **POSTAL ADDRESS:** Unit B1-B2, Bond Close, Kingsland Business Park, Basingstoke, Hampshire, RG24 8PZ
EMAIL ADDRESS: ukorders@hc21.eu
TELEPHONE NUMBER: 0044 845 605 5521

- 14.2. If YOU are not satisfied with the way that WE propose to resolve any issue YOU have under this AGREEMENT, YOU may raise a complaint with the 'European Online Dispute Resolution Platform'. You can raise a complaint by following this link <http://ec.europa.eu/consumers/odr/>.

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- 14.3. This AGREEMENT shall be governed by the laws of the Republic of Ireland and the CONSUMER agrees to submit to the exclusive jurisdiction of the courts in the Republic of Ireland in the event of any disputes. If the CONSUMER places an ORDER with the SUPPLIER in England the laws of England and Wales shall apply and the CONSUMER agrees to submit to the exclusive jurisdiction of the courts in England and Wales.

15. OTHER IMPORTANT TERMS

- 15.1. WE may transfer OUR rights and obligations under this AGREEMENT to another organisation, but this will not affect YOUR rights or OUR obligations under this AGREEMENT.
- 15.2. This AGREEMENT applies to PRODUCTS and/or SERVICES provided for domestic use only. If YOU choose to use the PRODUCT and/or SERVICE in the course of a business, the SUPPLIER excludes (to the fullest extent permitted by law) those warranties and conditions relating to fitness for a particular purpose and satisfactory quality. OUR maximum liability to business users arising out of or in connection with the PRODUCT and/or SERVICE shall be limited to the replacement value of the PRODUCT or the fees paid for the relevant SERVICES in question (except in the case of death or personal injury caused by OUR negligence or in respect of fraud). In relation to business users, the SUPPLIER does not accept liability for the fitness of the PRODUCT and/or SERVICE for business purposes, nor does the SUPPLIER accept liability for loss of use of the PRODUCT nor any loss over and above the cost of the PRODUCT and/or SERVICES in the event of a claim for breach of warranty or condition.
- 15.3. The SUPPLIER's delay or failure to insist upon strict performance of any provision of this AGREEMENT shall not be deemed a waiver of its rights or remedies in respect of any present or future default of the CONSUMER in performance or compliance with any of this AGREEMENT. If the SUPPLIER makes an over-supply of any PRODUCTS or provides additional PRODUCTS to those ordered by the CONSUMER under this AGREEMENT the SUPPLIER shall be entitled to: (i) charge for such PRODUCTS in the event that any are used by the CONSUMER or (ii) collect such PRODUCTS, within a reasonable period of time, and the CONSUMER shall facilitate such collection.
- 15.4. If a clause or part of a clause can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this AGREEMENT, but the rest of the AGREEMENT is not affected.
- 15.5. The SUPPLIER shall not be liable for any "**Events Outside OUR Control**" which shall include, failure to fulfil or any delay in fulfilling any obligation arising from the AGREEMENT if the failure or delay has been caused directly or indirectly by lack of instruction/s from the CONSUMER, changes in applicable law, stock shortage/s, industrial dispute or breakdown, war or other civil commotion, terrorism, strikes, lockouts, stoppages and restraints of labour, breakdown of machinery, inability to obtain raw materials or fuel, fire or explosion, any government action, any epidemic/pandemic, any act of God or any other cause beyond the reasonable control of the SUPPLIER.
- 15.6. If any provision of this AGREEMENT is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this AGREEMENT and the remainder of the provision in question shall not be affected.