

E-Commerce Terms and Conditions of Sale

All orders which are accepted, are accepted by The West Group Limited (company number **01273971**), trading as Eox Shop, with its registered office at **29 Aston Road, Waterlooville, Hampshire, PO7 7XJ** ("Eox", "us") and will be subject to these Conditions. Unless specifically agreed otherwise in writing, these Conditions (and the documents referred to in these Conditions) apply to the Contract to the exclusion of any other terms that Customer may seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

Please note: If you are an individual consumer purchasing from Eox, you have additional rights, and these rights are detailed in clause 3 of these Conditions.

1. INTERPRETATION

1.1. Definitions

In these Conditions, the following definitions shall apply:

"Business Day" shall mean a day (other than a Saturday, Sunday or public holiday) when banks in the jurisdiction the parties are registered in, are open for business;

"Conditions" shall mean these terms and conditions of sale and any special terms and conditions agreed in writing between Eox and Customer;

"Confidential Information" shall mean any information of a confidential nature concerning the business, affairs, customers, clients, or suppliers of a party or of any member of its group, including information relating to a party's operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities and customers;

"Consumer(s)", "You": shall mean an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession as defined in Section 2(3) of Consumer Rights Act 2015.

"Contract" shall have the meaning given to it in clause 2.3;

"Customer" shall mean the firm or entity or Consumer that purchases the Goods from Eox;

"Force Majeure Event" shall mean shall mean an event or circumstance the cause of which is beyond Eox's reasonable control, including but not limited to acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions and import or export restrictions, quota's or prohibitions, breaking off of diplomatic relations, nuclear, chemical or biological contamination, sonic boom, maritime incidents and disruptions, including lost cargo and piracy, any law or any action taken by a government or public authority, including failing to grant a necessary licence or consent, collapse of buildings, fire, explosion or accident, any labour or trade dispute, strikes, industrial action or lockouts or any non-performance by suppliers or subcontractors or interruption or failure of any utility service;

"Goods" shall mean the products described in Eox's brochures, associated documentation, from time to time and, where the context requires, the Goods ordered by and supplied to Customer;

"Intellectual Property Rights" shall mean any patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, Confidential Information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, any rights and all similar or equivalent rights or forms of protection that subsist now or will subsist in the future in any part of the world;

"Order" means Customer's order as described at clause 2.1;

"Order Confirmation" shall have the meaning given to it in clause 2.3;

"Restricted Delivery Destination(s)": Shall mean any country, territory, or geographic area where the

delivery of Goods or the facilitation of financial transactions is prohibited, restricted, or subject to enforcement actions under applicable sanctions laws or regulations.

"Value Added Tax" shall mean value added tax or similar sales tax chargeable in respect the supply of Goods;

1.2. **"Warranty Period"** shall mean the standard warranty period for the Goods provided for, by Eox to Customer. For the avoidance of doubt, all warranty periods shall start upon the date of delivery in relation to the particular Good unless otherwise agreed in writing by Eox.

1.3. Interpretation

- (a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its successors and permitted assigns.
- (c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- (d) Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- (e) A reference to writing or written excludes fax and email.

2. ORDERS

- 2.1. Follow the onscreen prompts to place an Order on our website ("<https://www.Eoxshop.com/>"). An Order constitutes an offer by Customer to purchase Goods in accordance with these Conditions.
- 2.2. Customer is responsible for ensuring that the terms of any Order are complete and accurate.
- 2.3. An Order shall only be deemed to be accepted when Eox issues an Order Confirmation by email, at which point a Contract shall come into existence between Customer and Eox.
- 2.4. If Eox is no longer able to supply the Goods for whatever reason, Eox will inform the Customer by email and will not proceed to process the Order. Customer will receive a full refund for the price of the

Goods and any delivery costs paid as soon as possible. Eox will have no further liability for such Order cancellation.

- 2.5. Unless otherwise agreed in writing, any samples, drawings, advertising produced by Eox, illustrations contained on Eox's website(s) or any associated documentation, are produced for the sole purpose of giving an approximate idea of the Goods referred to in them and are for illustrative purposes only. They shall not form part of the Contract between Eox and Customer. Eox shall be under no liability whatsoever for inaccuracies, changes, colour disparities or alterations in dimensions or measurements given.

3. CONSUMER TERMS

CONSUMER KEY INFORMATION

The *Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013* say that up to 14 days after receiving your Goods, in some cases, you can change your mind and get a full refund. **Please note this does not include contracts for goods that are made to your specifications or are clearly personalised.** Where Goods are custom-made for you, this 14 day cooling off period will not apply.

The Consumer Rights Act 2015 (applicable in the United Kingdom) requires that all our Goods are as described, fit for purpose and of satisfactory quality and so nothing in these terms affects statutory rights.

During the expected lifespan of your Good, if this Act applies to you, you're entitled to the following:

- up to 30 days: if your goods are faulty, you can get a refund;
- up to six months: if it can't be repaired or replaced, then you're entitled to a full refund in most cases;
- up to six years: if the goods do not last a reasonable length of time, you may be entitled to some money back.

This is a summary of some of your key rights in the United Kingdom. For detailed information from Citizens Advice please visit

www.citizensadvice.org.uk or call 0808 223 1133.

The information above summarises some of your key rights. It is not intended to replace the contract below, which you should read carefully.

If you have any questions about this contract or any orders you have placed, please contact us by sending an email to: sales@Eoxshop.com.

- 3.1 **Information Eox gives You:** By law, the *Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013* say that we must give you certain key information before a legally binding contract between you and us is made. This information is set out at the start of this clause 3. If you cannot access this information for any reason, you are welcome to contact us using the functionality on the website, or at the contact email address above, and we will provide you with a copy of this information.
- a) The key information we give you by law forms part of this contract (as though it is set out in full here).
 - b) If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.
- 3.2 **Orders:** By submitting an Order you represent and warrant that: you have the legal capacity and are of sufficient age to enter into a binding contract with us and you are authorised to use the debit or credit card you provide with your Order.
- a) Submitting an Order constitutes your intention and offer to enter into these terms where we will provide you with the Goods you have ordered in exchange for your payment of the total amount listed upon checkout.
 - b) These Terms are not agreed between you and us until we have approved your payment and you receive an email from us confirming that your order is being processed.
 - c) All prices, including applicable taxes and delivery charges, will be clearly displayed before Consumer confirms their Order.
- 3.3 **Goods:** We will endeavour to ensure that the Goods provided will be substantially the same as the Goods displayed on our website, or as otherwise agreed with you in writing prior to

you placing your Order. Please note that due to screen display, colour and brightness, and image quality, Goods may not exactly match the image on our website. We try to make sure that: all weights, sizes, colours and measurements set out on the website are as accurate as possible, but due to the nature of the Goods, there may be some small deviations.

- a) Until the price of your Goods is paid in full, title in those Goods is retained by Eox. Risk in the Goods will pass to you on delivery in accordance with clause 3.5. Delivery must not be refused by you.
 - b) The *Consumer Rights Act 2015* gives you certain legal rights (also known as 'statutory rights'). The Goods we provide to you must be as described, fit for purpose and of satisfactory quality.
 - c) We are under a legal duty to supply you with Goods that are in conformity with this contract (subject to your Order being accepted and confirmed).
 - d) The packaging of the Goods may be different from that shown on the Website.
- 3.4 **Faulty Goods:** Your legal rights under the *Consumer Rights Act 2015* (also known as 'statutory rights') are set out at the top of this page. Nothing in these terms affects your legal rights under the *Consumer Rights Act 2015*. You may also have other rights under law.
- a) For all Goods purchased, you have statutory rights if your order has been damaged in transit or the Goods were not of satisfactory quality or as described, which may entitle you to a replacement or refund. Nothing in this clause 3.4 will require us to provide a refund, repair or replacement in respect of loss or damage to Goods caused by you, or otherwise caused to the goods after they entered your possession.
 - b) If any Goods are found to be faulty, misdescribed, or not fit for purpose, Consumer is entitled to request a repair,

replacement, or full refund within 30 days of delivery, including the cost of delivery (except for any supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us). Please contact Eox using the information at the start of this clause 3 or on our website to report the faulty Good(s). If a fault is identified after this period, Consumers may still be entitled to a repair or replacement. If this is unsuccessful, a refund may be issued.

3.5 Delivery & Shipping of Goods: Delivery costs will be added to the cart upon checkout. The prices displayed at checkout are inclusive of delivery to the address chosen by you. If something happens which is outside of our control and affects the estimated date of delivery, we will provide you with a revised estimated date for delivery.

- a) Unless otherwise agreed, Eox shall deliver Goods within 30 days of the Order Confirmation. If delivery is not made within this period, Consumer may cancel the contract and Eox will provide a full refund including standard shipping costs.
- b) You are responsible for any Goods once they have been delivered to the address specified by you when you placed your Order. In other words, the risk in the Goods passes to you when you take, or a third party notified by you takes, possession of the Goods.
- c) Subject to the other provisions of this clause 3.5, all delivery times provided to you are estimates only and are subject to postal delays and reasons beyond our control. We do not warrant or make any representation that your order will be delivered within the times indicated. We will not be liable for any loss or damage suffered as a result of or in connection with late deliveries.

- d) Eox reserves the right to refuse international orders. Approved international orders may be subject to customs and import duties upon reaching its country of destination. You will be responsible for paying all customs and import duties and acknowledge that failure to pay may result in your order being held at customs. We will not be liable for any costs you may incur in having your order released from customs, including reimbursing you for any customs or import duties you may pay.

3.6 Cancellation of Order by Eox: Eox reserves the right to cancel your Order for any reason and will notify you of this as soon as possible. Where payment has already been debited, the full amount will be credited back to Consumer's original method of payment.

3.7 Cancellation of Order by Consumer: Consumer may cancel their Order up to the time that Eox confirms Consumer's Order in writing. Once Eox confirms Consumer's Order, the Order is binding and cannot be changed by Consumer, subject to the rest of this clause 3 - our refunds and exchanges process may apply.

3.8 Cancellation of Order for change of mind: Subject to clause 3.8 Consumers have the right to cancel an order within 14 days of receiving the Goods, without needing to provide a reason (the "Cancellation Period"). If the Goods are delivered in multiple shipments, the Cancellation Period begins the day after the final delivery. For the avoidance of doubt, the Cancellation Period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the relevant goods.

- a) To exercise the right to cancel, you must inform Eox of your decision to cancel this contract by a clear statement to us in writing, for example by emailing us using the contact details available on our website.
- b) To meet the cancellation deadline, it is sufficient for you to send your

communication concerning your exercise of the right to cancel before the Cancellation Period has expired.

- c) The right to cancel does not apply to:
 - i) Goods sealed for health protection or hygiene purposes that have been unsealed.
 - ii) Goods that have been inseparably mixed with other items after delivery.

3.9 Orders that cannot be cancelled for change of mind: We do not offer change of mind cancellation for contracts for Goods that are made to your specifications or are clearly personalised.

- (a) For these goods, we are under no obligation to offer a refund under the *Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013*.
- (b) This does not affect your statutory rights in relation to faulty goods, as set out in clause 3.4.

3.10 Returns Process: If you wish to cancel this contract: due to change of mind, in accordance with clause 3.8; or due to the Goods being faulty, in accordance with clause 3.4, we will reimburse you all payments received by you, including the cost of delivery of the Goods to you (solely where you are returning Good(s) that are faulty) (subject to clause 3.4(b) and the process set out in this clause 3 will apply, provided that:

- i) clause 3.8 applies to the relevant Good; or
 - ii) the relevant good is found to be faulty in accordance with clause 3.4, and if neither apply, then we may refuse your refund/cancellation request at our sole discretion.
- a) To initiate a return, Consumers must email Eox at sales@Eoxshop.com. Where applicable, Eox will issue a Goods Return Number (GRN) to Consumer and authorise the return (“**Authorisation**”). Consumers must arrange and cover the cost of returning the Goods. If the Goods

are not received within 30 days of Authorisation, the request will be closed and no refund, repair, or replacement will be issued.

- b) Refunds will include the original purchase amount and any standard delivery costs. If the Goods have been mishandled or damaged by the Consumer, Eox may reduce the refund to reflect the diminished value. Refunds will be processed promptly using the original payment method, and no additional fees will be charged.
- c) Eox reserves the right to withhold any refund until the returned Goods are received and inspected or proof of return is provided, at Eox’s sole discretion.

3.11 Liability and other legal terms:

- a) To the maximum extent permitted by applicable law, Eox limits all liability to any person for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to Consumer’s use of Eox website, these terms or any Goods or services provided by Eox, is limited to the greater of
 - i) the total Fees paid to Eox by you in the 6 months preceding the first event giving rise to the relevant liability; and
 - ii) £100GBP.
- b) All express or implied representations and warranties in relation to Goods and the associated services performed by Eox are, to the maximum extent permitted by applicable law, excluded.
- c) (**Indemnity**) You indemnify Eox and its employees and agents in respect of all liability for loss, damage or injury which is or may be suffered by any person arising from your or your representatives’:
 - i) breach of any of these terms;
 - ii) use of the Eox website; or
 - iii) use of any Goods, or other goods or services provided by Eox.

- d) (**Consequential loss**) To the maximum extent permitted by law, under no circumstances will Eox be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with the Eox website, these Terms or any Goods or services provided by Eox (except to the extent this liability cannot be excluded under law).
- e) Nothing in these terms or any Order will exclude or limit a party's liability for fraud or intentional unlawful conduct by a party, or death or personal injury resulting from a party's negligence.

3.12 **Assignment:** If Eox transfers or assigns its rights or obligations under this contract to another party, Consumers will be notified in advance. If a Consumer has concerns or does not agree with the assignment, they may contact Eox's customer service team at sales@Eoxshop.com.

3.13 Any such assignment will not affect the Consumer's statutory rights or the terms of this agreement.

3.14 **Dispute Resolution:** Eox's customer service team will make reasonable efforts to resolve any issues. If a dispute arises, Consumers may refer the matter to an Alternative Dispute Resolution (ADR) provider. While Eox is not obliged to use ADR, it will consider any reasonable request to do so.

3.15 In the event of any inconsistency between the terms of this Clause 3 and any other terms within these Conditions, the terms of this Clause 3 will prevail to the extent of such inconsistency, where the Customer is a bonafide Consumer.

4. GOODS

- 4.1. Goods are as described in Eox's catalogue and/or website(s) as amended by Eox from time to time.
- 4.2. Where Eox supplies any Goods to Customer then:
- (a) the price for the supply of Goods shall be as set out in Eox's formal quotation or

otherwise advised to Customer by Eox in writing;

- (b) once an Order has been accepted by Eox for the supply of Goods there is no right of cancellation and Customer shall remain liable for the full price of the Goods notwithstanding any purported cancellation by Customer.

5. DELIVERY OF GOODS

- 5.1 Eox may reject an Order with no liability to Customer, Consumer or any third party for any loss or damage whatsoever if such Order is to a Restricted Delivery Destination(s). Customer must satisfy itself that its Order is not to a Restricted Delivery Destination.
- 5.2 Customer shall ensure that it provides full and accurate delivery instructions to Eox, along with any other instructions which are relevant to the delivery of the Goods.
- 5.1. Eox 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 Customer to cancel any other instalment.
- 5.2. Delivery terms (including any applicable Incoterm) which will apply shall be set out in the Order Confirmation. Where Eox is arranging delivery and/or shipping, unless otherwise agreed in writing, shipment shall be made by a carrier of Eox's choice. If no specific delivery terms are set out in an Order Confirmation, the Incoterm (Incoterms 2020) shall be Ex Works.
- 5.3. Eox's Order Confirmation will set out an estimated date for delivery or shipment (in the case of export sales) and whilst Eox will make reasonable efforts to meet the delivery date, no guarantee of the delivery date is given and time for delivery shall not be of the essence.

6. NON-DELIVERY

- 6.1. Delays in the delivery of an Order shall not entitle Customer to:
- (a) refuse to take delivery of the Order;
- (b) claim damages; or
- (c) terminate an Order, subject always to Customer's rights of termination under these Conditions .

Eox shall have no liability for any failure or delay in delivering an Order to the extent that any such

- failure or delay is caused by Customer's failure to comply with its obligations under these Conditions.
- 6.2. If Customer fails to take delivery of an Order, then, except where that failure or delay is caused by Eox's failure to comply with its obligations under this agreement or a Force Majeure Event:
- (a) delivery of the Order shall be deemed to have been completed at 9.00 am on the estimated delivery date;
 - (b) Eox shall store the Order until Customer takes possession of the Order, and charge Customer for all storage and related costs and expenses (including insurance) or;
 - (c) Eox may resell the Goods and charge Customer for any shortfall below the price payable by Customer for the Goods and, in addition, may charge Customer for any reasonable storage and selling costs incurred by Eox.
- 6.3. Written notification of non-delivery of Goods must be given within 5 days of the estimated delivery date.

7. ACCEPTANCE AND RETURNS

- 7.1. Customer may reject any Goods delivered to it that do not comply with clause 10.1, provided that a notice of rejection is given to Eox:
- (a) in the case of a defect that is apparent on normal visual inspection, within 5 working days of delivery; and
 - (b) in the case of a latent defect, as soon as reasonably practicable following the latent defect becoming apparent.
- 7.2. Eox shall not be liable for Goods failure to comply with the warranty set out in clause 10 in any of the following circumstances:
- (a) Customer makes any further use of the Goods after giving notice in accordance with this clause 7;
 - (b) the defect arises because Customer or any other third party failed to follow Eox's instructions;
 - (c) Customer or any third party alters or repairs the Goods without the prior written consent of Eox;
 - (d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions;

- (e) the defect arises as a result of defects or failures of Goods or systems into which the Goods are incorporated;
 - (f) the defect arises as a result of the Goods being incorporated or combined with a third party's product or system;
 - (g) the Goods differ from their description as a result of Eox making changes to ensure compliance with applicable statutory or regulatory requirements.
- 7.3. If Customer rejects any Goods under these Conditions, Eox shall at its option and as Customer's sole remedy either repair or replace the Goods. Once Eox has complied with Customer's request, it shall have no further liability to Customer for the rejected Goods' failure to comply with clause 10.
- 7.4. Returns are accepted only if Eox gives its prior written consent (at its sole discretion). Unless otherwise agreed, If Eox gives such consent, such returns must be sent to Eox freight pre-paid (DDP, Incoterms 2020) and any other costs and Goods must be in an unused and undamaged condition and accompanied by relevant invoice details.
- 7.5. All returns are made at Customer's own risk and will be subject to a handling charge of an amount equal to fifteen percent (15%) based on the price charged to Customer as a reflection of Eox's handling and re-stocking costs.

8. PRICE AND PAYMENT

- 8.1. Prices for the Goods may change from time to time but will not affect Orders already placed. Eox reserves the right to amend any Order placed should it contain an omission, pricing or clerical error prior to shipment. Customer will receive a notification email of such amendment if applicable to their Order.
- 8.2. The price of the Goods will be as quoted on Eox's website at the time of Order submission. Eox shall take reasonable care to ensure that the pricing of the Goods is correct.
- 8.3. Any price discounts, promotions, offers or special terms listed on an Order or similar are only applicable for the time period specified and for that Order only. Eox are not obligated to continue offering a price discount, promotion, offer or special term.
- 8.4. Payment shall be made by credit card, debit card or PayPal and shall be the full amount stated on

the Order, this will be VAT inclusive unless Customer has evidenced a VAT exemption through Eox website.

- 8.5. Eox may apply a minimum order value of either £25.00 for domestic (UK) or £100.00 for overseas orders excluding VAT where applicable, and carriage.
- 8.6. Customer shall be solely responsible for any and all import, export, customs, and other similar duties, fees, or charges incurred in relation to the delivery, transportation, or receipt of the Goods. Eox shall not be liable for any such charges or for any delays or additional costs resulting from Customer's failure to make timely payment of such charges or to comply with applicable import/export regulations.
- 8.7. Customer must use any credit issued by Eox within twelve months from the date of issue. If credits are not used within the aforementioned, the value of these will be automatically null and void.
- 8.8. Customer shall pay all amounts due to Eox in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law).

Eox may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by Customer against any amount payable by Eox to Customer.

9. RISK AND TITLE IN GOODS

- 9.1. Goods supplied by Eox shall be at Customer's risk immediately on dispatch of the Goods by Eox.
- 9.2. Legal title to all Goods supplied by Eox to Customer will continue to belong to Eox until such time as Customer has paid for the Goods in full, including VAT, and has also paid for all other Goods supplied by Eox to Customer, in which case title to the Goods shall pass at the time of payment of all such sums.
- 9.3. Until such time as property and title in any Goods has passed, Customer shall:
 - (a) hold the Goods on a fiduciary basis as Eox's bailee;
 - (b) store the Goods so that they remain readily identifiable as Eox's property and not remove, deface or obscure any identifying mark or packaging on or in relation to the Goods;
 - (c) keep the Goods in satisfactory condition and keep them insured against all risks for their full purchase price from the date of receipt; and

- (d) notify Eox if it becomes subject to any of the events listed in clauses 13(1)(a) to 13(1)(g).

- 9.4. If before title to the Goods passes to Customer, Customer becomes subject to any of the events listed in clauses 13(1)(a) to 13(1)(g) inclusive then, without limiting any other right of remedy Eox may have, Eox may at any time:
 - (a) require Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product, and
 - (b) if Customer fails to do so promptly, enter any premises of Customer or of any third party where the Goods are stored in order to recover them.
 - (c) recover from Customer all costs including legal fees which have been occasioned in the repossession of Goods.
- 9.5. Notwithstanding the foregoing, Eox may, at its option, transfer title to any Goods prior to receipt of payment for such Goods.
- 9.6. Subject to clause 9.3, Customer may resell or use Goods in the ordinary course of its business (but not otherwise) before Eox receives payment for the Goods. However, if Customer resells the Goods before that time:
 - (a) it does so as principal and not as Eox's agent; and
 - (b) title to those Goods shall pass from Eox to Customer immediately before the time at which resale by Customer occurs.

10. WARRANTIES AND LIABILITIES

- 10.1. Subject to the terms set out in these Conditions, Eox warrants the Goods to be free from material defects in material and workmanship for the Warranty Period.
- 10.2. Unless specifically agreed otherwise in writing by Eox, Eox does not provide any other warranties representations, guarantees or other assurances, express or implied, with respect to the Goods, their marketability, quality or fitness for any particular use or purpose or compatibility with Customer or third-party Goods or systems beyond those contained in clauses 10.1. Customer shall ensure that all such Goods information is provided to its customer and shall not provide any warranties to its customers beyond those set out in clause 10.1.

- 10.3. All terms which may otherwise be implied, whether by statute, common law or by custom and practice are hereby excluded to the fullest extent permitted by law.
- 10.4. Eox manufactures Goods in accordance with English law. Although Eox uses reasonable endeavours to ensure Goods comply with applicable laws in the countries where it directly distributes the Goods, Customer shall be and remain responsible for ensuring that Goods supplied to it comply with all applicable laws and regulations of the countries in which it is to be used and/or installed and/or resold.
- 10.5. If, in the course of the resale of Goods, Customer carries out any installation services in relation to the Goods, Customer shall ensure that it is competent to carry out such services. Customer carries out all such installation activities at its own risk and Eox shall have no liability whatsoever (whether in tort (including negligence), contract, breach of statutory duty or otherwise) for any act or omission of Customer in carrying out any such installation services and Customer shall indemnify Eox and keep Eox fully and effectively indemnified from and against any such liabilities, claims, damages, costs and expenses which Eox may suffer and incurred in relation to any installation services performed by Customer (or its sub-contractors).
- 10.6. Nothing in these Conditions shall limit or exclude Eox's liability for:
- (a) death or personal injury caused by its negligence;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) for any liability which cannot be limited or excluded by operation of law.
- Subject to the foregoing provisions of this clause 10, Eox's total liability to Customer with respect to Goods and whether arising in contract, tort (including negligence), breach of statutory duty or otherwise shall in no circumstances exceed an amount equal to one hundred percent (100%) of the price of the Goods in question.
- 10.7. Eox shall under no circumstances whatsoever have any liability to Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profit, loss of business, increased costs, loss of anticipated savings, failure by Customer to fulfil its obligations and duties to its customer or for any indirect or consequential losses arising under or in connection with the supply of Goods.
- 10.8. Customer shall enter into contracts with its customers and shall be solely responsible for fulfilling its contractual obligations to its customers and Eox shall have no liability whatsoever to Customer, or its customer, as a result of Customer failing to perform its contractual obligations to its customer. Customer shall indemnify Eox and keep Eox fully and effectively indemnified from and against all damages, claims, losses, liabilities, costs and expenses suffered or incurred by Eox as a consequence of any breach by Customer of its obligations to its customers.
- 10.9. Customer shall give such assistance as Eox may request from time to time with respect to any recall of the Goods.
- 10.10. Customer shall maintain appropriate, up-to-date and accurate records with respect to all Goods which Customer has resold so as to enable the immediate recall of any Goods. These records shall include records of deliveries to Customer's customers, including batch numbers, delivery date, name and address of Customer, telephone number and email address. Customer shall allow Eox or its agents to inspect, audit and copy such records during normal business hours.
- 10.11. To the extent that the provisions of any applicable law shall impose restrictions on the extent to which liability can be excluded under these terms or an Order, including, for the avoidance of doubt, the provisions of sections 3, 6 and 11 of the Unfair Contract Terms Act 1977 in the UK (and its equivalent in any other jurisdiction) relating to the requirement of reasonableness, the exclusions set out in this clause will be limited in accordance with such restrictions. However, any exclusions of liability that are not affected by such restrictions will remain in full force and effect.
- 10.12. While Eox makes reasonable efforts to ensure that the information on the Website is as up-to-date and accurate as possible, you acknowledge and agree that we do not (to the maximum extent permitted by law) guarantee that:
- a) the Website will be free from errors or defects (or both, as the case may be);
 - b) the Website will be accessible at all times;
 - c) messages sent through the Website will be delivered promptly, or delivered at all;

- d) information you receive or supply through the Website will be secure or confidential; and
- e) any information provided through the Website is accurate or true.

10.13. We reserve the right to change any information or functionality on the Website by updating the Website at any time without notice, including product descriptions, prices and other Website Content.

11. CONFIDENTIALITY

- 11.1. Each party undertakes that it shall not at any time during this Contract and for a period of two years after termination or expiry of the Contract disclose to any person any Confidential Information, except as permitted by clause 11.2.
- 11.2. Each party may disclose the other party's Confidential Information:
 - (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Contract Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11.2; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.3. Neither party shall use the other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract.
- 11.4. Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in the Contract are granted to the other party, or to be implied from these Conditions.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1. Unless otherwise agreed in a separate agreement, any and all property, material, tooling used to manufacture the Goods is owned by Eox or its respective licensor.
- 12.2. Unless agreed otherwise in writing, the Intellectual Property Rights in the Goods (and all related

documentation) are, and shall remain, the property of Eox or its licensor and Customer is granted a nonexclusive worldwide license to use such Intellectual Property Rights solely for the purpose of enabling it to resell or utilise the Goods.

- 12.3. Customer shall not modify, adapt, develop, create any derivative work, reverse engineer, decompile or disassemble the Goods or carry out any other act which is inconsistent with Eox or it's licensor's ownership of the Intellectual Property Rights.
- 12.4. Customer shall use all reasonable endeavours to prevent any infringement of Eox's Intellectual Property Rights in the Goods and related documentation and shall promptly report to Eox any such infringement that comes to its attention.
- 12.5. Customer shall ensure that all of the obligations in clause 12 are passed on in full to its customers, suppliers, subcontractors and end-users and shall indemnify Eox and keep Eox fully and effectively indemnified from and against all liabilities, losses, damages, costs and expenses suffered or incurred by Eox as a result of any breach of the foregoing provisions of clause 12 (including as a result of any breach by its customers, suppliers, subcontractors and end-users).

13. TERMINATION

- 13.1. Without prejudice to any other rights it may have, Eox may by written notice to Customer, immediately terminate any Contract between Customer and Eox, suspend any further deliveries to Customer, and recover from Customer all sums due from it under any Contract with Eox (notwithstanding any period of credit which may have been agreed), together with any accrued interest and other costs, expenses and any losses caused to Eox as a result of any termination, if:
 - (a) any payment due by Customer to Eox is overdue in whole or in part,
 - (b) Customer commits a breach of any term of these Conditions and (if such a breach is remediable) fails to remedy that breach within 7 days of being notified in writing to do so,
 - (c) Customer repeatedly breaches any of the terms of these Conditions in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of these Conditions;

- (d) the other party takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets, or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this clause 13.1(d);
 - (e) the other party suspends or ceases, or threatens to suspend or cease, carrying on business;
 - (f) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy; or
 - (g) there is a change of control of the other party within the meaning of section 1124 of the Corporation Tax Act 2010.
- 13.2. On termination for any reason:
- (a) clauses which expressly or by implication survive termination shall continue in full force and effect following termination;
 - (b) the accrued rights, remedies, obligations and liabilities of the parties as at termination shall be unaffected, including the right to claim damages in respect of any breach of Contract which existed at or before the date of termination; and
 - (c) Customer shall become liable to pay to Eox any outstanding amounts due for any Goods which have been provided to date and remain unpaid for and which are subject to an outstanding Order.
- 13.3. Eox may cancel this Contract at any time before the Goods are dispatched by giving written notice. Eox shall not be liable for any loss or damage whatsoever rising from such cancellation.

14. FORCE MAJEURE

Neither party shall be in breach of this Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for

performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 3 months, either party may terminate this agreement by giving 7 days written notice to the affected party.

15. DATA PROTECTION

If Eox receives any personal data during the supply of Goods under these Conditions, such personal data shall be dealt with in accordance with Eox's Privacy Policy, a copy of which is available on Eox's website.

16. SEVERANCE & WAIVER

- 16.1. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 16.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 16.2. Any failure by Eox to enforce any of its rights under these Conditions shall not be taken as a waiver of any of Eox's rights including those in these Conditions.

17. GOVERNING LAW AND JURISDICTION

These Conditions, Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

18. NOTICES

- 18.1. All communications between the parties about the Contract or these Conditions must be in writing and by email, namely sales@Eoxshop.com for Eox.
- 18.2. Communications shall be deemed to have been received on a working day prior to 4pm, at the time of transmission, and otherwise on the next working

day provided that the sender can show satisfactory transmission to Eox and receipt by Eox.

- 18.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

19. THIRD PARTY RIGHTS

These Conditions does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Conditions and any Contract.

20. VARIATION

No variation of these Conditions shall be effective unless it is in writing and signed by the parties.

21. ENTIRE AGREEMENT

- 21.1. Save where Eox's standard documents are referenced within these Conditions, these Conditions constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between Eox and Customer, whether written or oral, relating to its subject matter.
- 21.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Conditions. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Conditions.

22. ASSIGNMENT AND SUBCONTRACTING

- 22.1. Eox may at any time assign, transfer, subcontract or deal in any other manner with all or any of its rights or obligations under these Conditions
- 22.2. Customer may not assign, transfer, subcontract, or deal in any other manner with any or all of its rights or obligations under these Conditions without the prior written consent of Eox
- 22.3. If Customer subcontracts any of its obligations under these Conditions, it shall remain responsible for ensuring all subcontractors comply in full with these Conditions and shall remain responsible for all acts and omissions of its subcontractors.

23. COMPLIANCE WITH RELEVANT LAWS AND POLICIES

In performing its obligations under the Contract, both parties shall comply with all jurisdictional applicable laws, statutes, regulations, and codes from time to time in force.

24. MODERN SLAVERY, ANTI-BRIBERY AND ANTI-CORRUPTION, and ANTI-FACILITATION OF TAX EVASION

- 24.1. In performing its obligations under the Contract, each party shall and shall procure that its subcontractors shall comply with all applicable anti-slavery, human trafficking, anti-bribery, anti-corruption, and tax evasion laws, statutes, regulations, and codes from time to time in force including but not limited to the Modern Slavery Act 2015, Bribery Act 2010, or their jurisdictional equivalents, and the Criminal Finances Act 2017. The parties shall also establish, maintain, and enforce its own policies and procedures to ensure compliance with these clauses and notify Eox (in writing) as soon as it becomes aware of any breach or suspected breach of these clauses.
- 24.2. Each party warrants that it has not been convicted of any offence or subject to any investigation, inquiry, or enforcement proceedings involving slavery, human trafficking, bribery, corruption, or tax evasion, and that its agents, consultants, contractors, subcontractors, or other persons engaged in the performance of it's obligations under this Contract do so only on the basis of a written contract which imposes Conditions equivalent to those imposed by these clauses. Each party shall be responsible for the observance and performance by such persons of the relevant Conditions and shall be directly liable to Eox for any breach by such persons of any of the relevant Conditions.

25. SANCTIONS AND EXPORT CONTROL

- 25.1. Eox complies strictly with all applicable UK sanctions and export control laws and regulations, including the Sanctions and Anti Money Laundering Act 2018 and the Economic Crime (Transparency and Enforcement) Act 2022 and all related regulations and the Export Control Act 2002, Export Control Order 2008 and the Dual Use Regulation 2009 and all related regulations (and in the case of all of the foregoing, all extensions, amendments, modifications or replacements to such laws and

regulations (together referred to as "Sanctions and Export Laws").

25.2. All supplies of Goods by Eox shall only be made if Eox is satisfied that it is able to make such supplies strictly in accordance with the Sanctions and Export Laws. If any supplies by Eox require export licences or any other permissions, licences or consents, any supply by Eox shall be subject to both Eox and Customer obtaining all necessary export licences and all other necessary permissions, licences and consents.

25.3. In order to ensure that Eox can comply with the Sanctions and Export Laws, Customer must:

- (a) on request, provide Eox with information about the end-use, Customer and end-user (including the ultimate beneficial ownership of the end-user) and ultimate destination of Goods to be supplied by completing an end user declaration;
- (b) complete any requests relating to the classification of the Goods;
- (c) apply for, in a timely manner, all applicable foreign export and/or import licences, permissions and consents.

25.4 .If Customer is re-exporting and/or selling on Goods supplied by Eox, it is Customer's responsibility to ensure that:

- (a) it complies in full with the Sanctions and Export Laws, along with all other sanctions and export laws which may be applicable to its export and/or re-sale of the Goods; and
- (b) it has a clear understanding of the ultimate beneficial owner of all entities to which it exports and/ or resells; and
- (c) it monitors and checks all applicable sanctions lists prior to export and/or resale; and
- (d) it has in place appropriate monitoring systems to identify any unusual customer requests, including unusual shipping routes; and
- (e) that it has in place all of the relevant export authorisations and all other applicable permissions, consents and licences necessary to lawfully export and/or re-sell the Goods and/or Services.

25.5. Customer shall notify Eox immediately in writing if it considers that it has, or may have, supplied Goods or Services in breach of the requirements of this clause 25.

25.6 .Eox shall be entitled to terminate all supplies under a Contract with immediate effect in the event that Customer breaches or Eox has grounds to believe or suspect (acting reasonably), that Customer may be in breach of any of the requirements of this clause