

## TERMS AND CONDITIONS OF SALE

These terms and conditions of sale ("**Terms**") apply to the sale of goods ("**Goods**") by Prolo Ltd (15801023) ("**Prolo**", "**we**", "**us**", or "**our**") to you ("**Customer**", "**you**", or "**your**"). By placing an order for Goods, you agree to be bound by these Terms. These Terms prevail over any terms or conditions contained in or referred to in your order or correspondence, or implied by law, trade custom, or course of dealing, unless we agree otherwise in writing.

### 1 ORDERS AND CONTRACTS

- 1.1 You may place orders for Goods by phone, email or WhatsApp, using the contact details provided by us. Each order constitutes an offer by you to purchase the Goods subject to these Terms.
- 1.2 You will confirm your acceptance of your order by sending us an order confirmation ("**Order Confirmation**"). A contract for the supply of Goods ("**Contract**") will only be formed when you send us the Order Confirmation.
- 1.3 The Contract will include these Terms, the Order Confirmation, and any other documents or information that we expressly agree to incorporate.
- 1.4 You are responsible for ensuring the accuracy and completeness of your order, including any specifications, measurements, quantities, or other requirements for the Goods. We will not be liable for any errors or omissions in your order, or for any losses or damages arising from such errors or omissions.
- 1.5 We reserve the right to reject any order, in whole or in part, at our sole discretion, without giving any reason.

### 2 GOODS AND SERVICES

- 2.1 We will supply the Goods to you in accordance with the Order Confirmation and these Terms.
- 2.2 We will use reasonable endeavours to match the Goods to the descriptions, samples, or specifications provided by you or us, but we do not guarantee that the Goods will be identical or equivalent in all respects. Any minor variations or discrepancies in the Goods will not entitle you to reject the Goods or claim any compensation.
- 2.3 We may make changes to the Goods to comply with any applicable laws, regulations, codes, or standards, or to improve the quality or performance of the Goods, provided that such changes do not materially affect the nature or functionality of the Goods.
- 2.4 We may provide you with advice or recommendations relating to the Goods, based on the information that you provide to us. However, you are solely responsible for satisfying yourself that the Goods are suitable for your intended purpose and comply with any applicable laws, regulations, codes, or standards. We do not accept any liability for any losses or damages arising from your reliance on our advice or recommendations.

### 3 PRICE AND PAYMENT

- 3.1 The price of the Goods will be as set out in the Order Confirmation. The price is exclusive of value added tax (VAT), which will be added to the invoice at the applicable rate.
- 3.2 We may increase the price of the Goods to reflect any increase in the cost of materials, labour, transport, or other expenses that we incur in supplying the Goods, or to correct any errors or

omissions in the Order Confirmation, provided that we notify you of such increase before delivery and you have the right to cancel the order within 3 days of receiving such notice.

- 3.3 Unless otherwise agreed in writing, you must pay the price of the Goods in full and in cleared funds before delivery, or, if you have been approved for credit by us, within the agreed repayment terms and timings stipulated by us at the time of executing your Order Confirmation. Time for any payment is of the essence.
- 3.4 You must pay the price of the Goods by bank transfer, credit or debit card, or any other method that we may accept from time to time. You must pay all amounts due under the Contract without any deduction, set-off, counterclaim, or withholding, unless required by law.
- 3.5 If you fail to pay any amount due under the Contract on the due date, we may charge you interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate from time to time, accruing on a daily basis from the due date until the date of actual payment, whether before or after judgment. You must pay the interest together with the overdue amount.
- 3.6 If you fail to pay any amount due under the Contract on the due date, or if you become insolvent, or if we have reasonable grounds to believe that you are unable to pay your debts or that you may breach the Contract, we may, without limiting our other rights and remedies, suspend or cancel any further deliveries of Goods, terminate the Contract, and/or require immediate payment of all outstanding amounts.

#### **4 DELIVERY**

- 4.1 We will arrange for the delivery of the Goods to the address specified in the Order Confirmation, or to such other address as we may agree in writing, by using a third-party carrier of our choice ("**Carrier**"). Delivery will be completed when the Goods are unloaded at the delivery address, or when you collect the Goods from the Carrier, whichever is applicable.
- 4.2 Any dates or times quoted for delivery are estimates only and are not guaranteed. We will use reasonable endeavours to deliver the Goods within a reasonable time, but we will not be liable for any delay or failure in delivery, or any losses or damages arising from such delay or failure, howsoever caused.
- 4.3 We may deliver the Goods by instalments, which will be invoiced and paid for separately. Each instalment will constitute a separate Contract. Any delay in delivery or defect in an instalment will not entitle you to cancel any other instalment.
- 4.4 If we fail to deliver the Goods, our liability will be limited to the cost of obtaining replacement goods of a similar description and quality in the cheapest market available, less the price of the Goods. We will not be liable for any other losses or damages arising from non-delivery, howsoever caused.
- 4.5 If you fail to take delivery of the Goods within 3 days of the date that we notify you that the Goods are ready for delivery, or if you fail to provide us with adequate delivery instructions or any other information that we may reasonably require to deliver the Goods, we may, without limiting our other rights and remedies, store the Goods until delivery, charge you for the reasonable costs of storage and insurance, and/or sell or dispose of the Goods and charge you for any shortfall below the price of the Goods.
- 4.6 You are responsible for ensuring that the delivery address is accessible and suitable for the delivery of the Goods, and that you have adequate facilities and equipment to unload and store the Goods safely and securely. You must provide us with any information or instructions that we may reasonably require to deliver the Goods, and you must comply with any health and safety and security requirements that apply at the delivery address. You acknowledge that failure of these

obligations may result in our inability to deliver the Goods to you at all or on time, or cause delays to your Goods delivery or that of other customers. We may, in such circumstances, charge you for any fees incurred by us resulting from such failure (provided that such fees are reasonably incurred).

- 4.7 We are not responsible for any damage or loss that may occur during the unloading or storage of the Goods, unless such damage or loss is caused by our negligence or wilful misconduct. You must indemnify us against any claims, liabilities, costs, or expenses that we may incur as a result of your failure to comply with this clause 4.7.

## **5 INSPECTION AND ACCEPTANCE**

- 5.1 You must inspect the Goods as soon as possible after delivery and notify us in writing of any damage, defect, shortage, or discrepancy in the Goods within 3 days of delivery. If you do not notify us within this time, you will be deemed to have accepted the Goods and waived any right to reject them or claim any compensation.
- 5.2 If you notify us of any damage, defect, shortage, or discrepancy in the Goods in accordance with clause 5.1, we will, at our option, repair or replace the Goods, issue a credit note, or refund the price of the Goods or the affected part of them. This will be your sole and exclusive remedy for any damage, defect, shortage, or discrepancy in the Goods.
- 5.3 You must not return any Goods to us without our prior written consent. If we agree to accept the return of any Goods, you must return them to us at your own cost and risk, in the same condition as they were delivered, and with the original packaging and documentation. We may charge you a restocking fee of up to 50% of the price of the Goods or £500, whichever is higher. We may also charge for any reasonable payment processing fees incurred by us from any returns of Goods purchased using credit repayment terms in accordance with clause 3.3.
- 5.4 We will not accept the return of any Goods that are commissioned to a particular specification on your request, unless they are damaged or defective and you notify us in accordance with clause 5.1, and the original manufacturer and/or supplier has agreed to accept the return.

## **6 TITLE AND RISK**

- 6.1 Risk in the Goods will pass to you on completion of delivery.
- 6.2 Title to the Goods will not pass to you until we or any Third Party Lender have received payment in full (in cleared funds) for the Goods and any other goods or services that we have supplied to you.
- 6.3 Until title to the Goods has passed to you, you must:
- (a) hold the Goods on a fiduciary basis as our bailee;
  - (b) store the Goods separately from all other goods held by you so that they remain readily identifiable as our property;
  - (c) not remove, deface, or obscure any identifying mark or packaging on or relating to the Goods;
  - (d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
  - (e) notify us immediately if you become subject to any of the events listed in clause 9.1; and

- (f) give us such information relating to the Goods as we may require from time to time.
- 6.4 If before title to the Goods passes to you, you become subject to any of the events listed in clause 9.1, or we reasonably believe that any such event is about to happen and notify you accordingly, then, provided that the Goods have not been used, and without limiting any other right or remedy we may have, we may at any time require you to deliver up the Goods and, if you fail to do so promptly, enter any premises of yours or of any third party where the Goods are stored in order to recover them.

## **7 LIABILITIES**

### **7.1 Exclusions and Limitations**

- (a) Nothing in these Terms will exclude or limit our liability for death or personal injury resulting from our negligence, fraudulent misrepresentation, or any liability that cannot legally be excluded or limited.
- (b) Except as expressly stated in clause 4.4, 4.7, 5.2, 5.3 and this Clause 7, we will not be liable for any loss of profits, business, contracts, anticipated savings, goodwill, or indirect or consequential loss, howsoever arising, in connection with these Terms or the Contract or any Credit Agreement with a Third Party Lender.

### **7.2 Conditions for Liability**

We will not be liable for defects or damage arising from:

- (a) normal wear and tear;
- (b) misuse, negligence, or failure to follow instructions or industry standards;
- (c) storage of the Goods in unsuitable conditions; or
- (d) alteration or repair of the Goods by anyone other than us or an authorized agent.

### **7.3 Cap on Financial Liability**

Our total liability for any claim or series of claims arising from the same act or default will not exceed the total price paid for the Goods under the Contract.

### **7.4 Indemnity**

You agree to indemnify and hold us harmless against any claims, liabilities, costs, or expenses arising from:

- (a) your misuse or alteration of the Goods;
- (b) any third-party claims resulting from your specifications or instructions in manufacturing the Goods;
- (c) any Credit Agreement with a Third Party Lender; or
- (d) failure to comply with applicable laws or regulations in the use of the Goods.

### **7.5 Force Majeure**

We will not be liable for any failure or delay in performance caused by circumstances beyond our reasonable control, including but not limited to natural disasters, strikes, or governmental actions.

## 8 DATA PROTECTION

8.1 For the purposes of this clause 8:

- (a) “**Data Protection Laws**” means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR (being section 3(10) (as supplemented by section 205(4)) of the DPA 2018); the Data Protection Act 2018 (and regulations made thereunder) (DPA 2018); and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and
- (b) the terms "Data Subject", "Personal Data", "processing", "processor" and "controller" will have the meanings set out in the UK GDPR.

8.2 We will comply with the provisions and obligations imposed on us by Data Protection Laws when processing Personal Data in connection with these Terms. Such processing will continue for so long as these Terms are in force and will be in respect of the following:

- (a) Categories of data: contact and financial information.
- (b) Types of personal data: names, addresses, email addresses, telephone numbers and other contact details, bank account numbers, credit or bank card details.
- (c) Purpose and nature of processing: (i) manage the Contract including ordering, fulfilment and billing and (ii) fulfilment of such Contract by delivering the Goods.

8.3 To the extent we process any Personal Data on your behalf, we will:

- (a) comply with the provisions and obligations imposed on a processor by the UK GDPR, including the stipulations set out in Article 28(3)(a)-(h) which form a part of, and are incorporated into, these Terms as if they were set out in full, and the reference to "documented instructions" in Article 28(3)(a) will include the provisions of these Terms; and
- (b) not disclose any Personal Data to any Data Subject or to a third party other than at your written request or as expressly provided for in these Terms.

8.4 You agree we may engage third party providers including any advisers, contractors, or auditors to Process Personal Data ("**Sub-Processors**"). We will ensure our contract with each Sub-Processor will impose obligations in relation to the Processing of Personal Data on the Sub-Processor that are materially equivalent to the obligations to which we are subject to under these Terms in relation to the Processing of Personal Data.

## 9 NON-PAYMENT/INSOLVENCY

9.1 You are deemed “**Insolvent**” if at any time:

- (a) a resolution is passed that you be wound-up or that an application be made for an administration order or you apply to enter into a voluntary arrangement with your creditors;
- (b) a receiver, liquidator, administrator, supervisor or administrative receiver is appointed in respect of your property, assets or any part thereof;

- (c) the court orders that you be wound-up or a receiver of all or any part of your assets be appointed;
  - (d) you are unable to pay your debts in accordance with Section 123 of the Insolvency Act 1986;
  - (e) you (being an individual or partnership) is declared or adjudicated bankrupt or enters into any arrangement or composition with your creditors.
- 9.2 If you become Insolvent, all sums outstanding between you and us will become immediately payable, and we will be entitled to do any one or more of the following (without prejudice to any other right or remedy we may have):
- (a) require payment in cleared funds in advance of further deliveries of Goods;
  - (b) cancel or suspend any further deliveries to you under any Contract without liability on our part; and
  - (c) without prejudice to the generality of Clause 6 of these Terms exercise any of our rights pursuant to that clause.
- 9.3 If we reasonably incur third party costs, such as tracing or debt collection agency costs, or seek to take legal proceedings to enforce our rights as a result of your breach of this Contract – including but not limited to – recovery of any sums due, you will reimburse us such reasonable agency costs or legal costs incurred on an indemnity basis.

## 10 GENERAL

- 10.1 **Assignment.** You will not without the prior written consent from us assign or transfer the benefit or burden of the Contract.
- 10.2 **Notices.** Any notices to be given under the Contract will be delivered by post or by email. Any such notice will be deemed to be served, if sent by post, 48 hours after posting or, if sent by email, at the time of transmission.
- 10.3 **Third Party Rights.** The Contract is not intended to create any rights of any kind whatsoever enforceable by any person who is not a party to the Contract, including any rights enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 10.4 **Severability.** If any provision under this Contract is or becomes unenforceable, such provision will not take effect and will be deemed to be severed from the remainder of the Contract to the extent that the remainder of the Contract and the unaffected part of the provision will continue to be fully enforceable.
- 10.5 **Law and Jurisdiction.** The Contract and any dispute arising under or in any way connected with the subject matter of the Contract (whether of a contractual or tortious nature or otherwise) will be governed by and interpreted in accordance with English Law and the parties submit to the jurisdiction of the English courts.