

GENERAL TERMS AND CONDITIONS

Flex-head Europe

Date: 1 February 2024

Unless Flex-head Europe (Chamber of Commerce no: 08202633) and subsidiaries, (hereinafter called Flex-head Europe) agrees in writing that other terms and conditions apply to any particular sale or supply, the Purchaser's order is accepted subject to the following terms and conditions which apply to the whole or any executed part of the order.

1. Acceptance and Delivery

- a. All products and devices supplied by Flex-head Europe to the Purchaser will be delivered "Ex-Works" (EXW - Incoterms 2000), unless circumstances require that alternative arrangements be made. Such arrangements must be agreed in writing between the Purchaser and Flex-head Europe prior to the dispatch of any product.
- b. The Purchaser shall inspect all goods immediately upon their arrival and shall, within 14 days from such inspection, give notice in writing to Flex-head Europe of any matter or thing by reason whereof it is alleged that the goods are not in accordance with the contract. If the Purchaser shall fail to give such notice the goods shall be deemed to comply in all respects with the contract and the Purchaser shall be bound to accept and pay for the same accordingly.
- c. Flex-head Europe reserves the right, at its sole discretion, to make partial deliveries against any order placed by the Purchaser unless specifically agreed otherwise in writing at the time of order.

2. Warranties

- a. All express or implied terms, conditions, warranties, statements, assurances or representations in relation to any goods or services ordered from, and contracted for supply by, Flex-head Europe are hereby expressly revoked unless:
 - i. They are expressed in these Terms and Conditions.
 - ii. They are necessarily implied under any applicable law having jurisdiction over the manufacture/or supply of the goods or provision of the services.
 - iii. They are contained in any other terms and conditions to which Flex-head Europe agrees, in writing, to be bound.
- b. Devices and accessories not manufactured by Flex-head Europe but supplied by Flex-head Europe to the Purchaser are guaranteed to be free from defects in materials and workmanship in accordance with the manufacturer's warranty that accompanies the product.
- c. Flex-head Europe warrants that products manufactured by Flex-head Europe will perform according to their published specifications as long as they are used on or before the specified expiry date of the product and used in accordance with the instructions for use issued by Flex-head Europe.

d. This warranty does not cover the repair of any fault or the replacement of any defective part or materials where the fault or defect was caused by the negligence, misuse, abuse, malpractice or failure to use in accordance with manufacturer's instructions, by the Purchaser or its officers, employees, contractors or consultants.

3. Limitation of Liability

a. Flex-head Europe and the Purchaser hereby agree that, to the extent permitted by law, in the event of any loss, damage or claim arising out of a breach of one or more of the warranties including the manufacturer's warranties pursuant to clauses 2 (b) and 2 (c) above, the liability of Flex-head Europe is limited to the replacement of the goods or the cost of replacement.

b. The Purchaser's property under Flex-head Europe's custody or control will be entirely at the Purchaser's risk as regards loss or damage thereto or from whatsoever cause arising.

c. Flex-head Europe shall not be subject to nor incur, and the Purchaser hereby releases Flex-head Europe from, any claim, action or liability for consequential loss or damage to persons or property including, without limiting the generality of the foregoing, loss of use of the Goods or services or loss of profits or loss on resale arising by reason of delays, non-delivery, defective materials or workmanship, negligence or any act, matter, conduct or thing done, permitted or omitted by Flex-head Europe.

d. All rejected Goods or defective Goods shall be the property of Flex-head Europe to dispose of as it sees fit.

e. Flex-head Europe accepts no responsibility whatsoever for any Goods which have been:

- i. Used for purposes other than those specified on the package for use that accompany the Goods
- ii. Repackaged, relabelled or supplied in any way other than in the original presentation as purchased from Flex-head Europe.
- iii. Tampered with in any way – including the removal of seals or opening of packaging prior to delivery to the end user.

4. Description

a. Any representation, promise, statement or description by Flex-head Europe or by any officer, employee, consultant, agent, or dealer of Flex-head Europe or any other person is expressly excluded and the Purchaser acknowledges that it has relied solely upon its own inspection, skill and judgment in placing an order for the Goods or services and not by reason of any such representation, promise, statement or description.

b. All photographs, weights, illustrations, dimensions and any other particulars given in or accompanying a quotation, or contained in descriptive literature are approximate only and deviations there from shall not invalidate the contract or be made the basis of any claim made against Flex-head Europe. Clerical errors are subject to correction.

5. Price and Payment

- a. Prices for all devices and accessories supplied by Flex-head Europe to the Purchaser are quoted net and ExWorks (Incoterms, 2000) unless otherwise stated. A packing and delivery charge will be applied to each order, unless agreed otherwise in writing.
- b. Payment for invoiced amounts is to be made before shipping, unless agreed otherwise by Flex-head Europe and Purchaser. Until payment in full is received, the property in the Goods remains with Flex-head Europe and, if in the Purchaser's possession, the Goods will be held by Purchaser as bailee and returned immediately to Flex-head Europe upon demand in unused and undamaged condition. The Purchaser will hold Flex-head Europe indemnified against any claim or liability in respect of the Goods in the meantime. If payment is not received by Flex-head Europe within the agreed period, Flex-head Europe reserves the right to charge interest to the Purchaser at the rate of 1.25% per month on the outstanding balance.

6. Goods

Wherever used, "Goods" includes devices and any associated equipment and accessories.

7. Return of Goods

Flex-head Europe's internal Quality Standards prohibit Flex-head Europe from re-issuing or re-using returned products, where, among other factors, there is any doubt whatsoever as to whether the products have been handled strictly in accordance with the specified shipping, handling and storage requirements for the product. Therefore Flex-head Europe can only accept return of Goods for credit in instances where return is necessary because the Goods are defective due to any act or omission by Flex-head Europe.

All returns require prior notice to Flex-head Europe. A Goods Return Number will then be issued by Flex-head Europe and this number must be used by the Purchaser when the Goods are returned. The following additional conditions relating to the return of Goods for credits apply:

- a. Detail: Invoice number and Goods Return Number must be supplied with all returns. In every case, the original invoice number and date must be quoted.
- b. Packaging: Where Goods were originally supplied by Flex-head Europe in specialised packaging, any return shall be made in that original packaging and the Goods shall be in their original and unmarked condition, complete with any instructions for use supplied.
- c. Freight: Goods returned to Flex-head Europe must be transported in the same package as that which was used to transport the goods to the Purchaser. Goods will not be accepted for credit if alternative packages are used.
- d. Time: Notification to Flex-head Europe of intention to return Goods must be made within 7 days of receipt by Purchaser of the Goods from Flex-head Europe.
- e. Identification: No responsibility will be accepted for any delay in processing a credit for Goods returned caused by Goods being incorrectly branded or returned without adequate identification of both sender and Goods returned.

8. Delay in Delivery and Force Majeure

- a. Delivery and availability dates are estimated only and although Flex-head Europe will use its best endeavours to maintain these estimates, no liability is accepted for delay from any cause whatsoever.
- b. If for any cause beyond Flex-head Europe' control, including but not limited to any act of God, war, strike, lockout, industrial dispute, governmental or semi-governmental award, enactment or order, fire, flood, storm or tempest, delay in obtaining licenses, transport, labor or materials, accidents, damage to Flex-head Europe' works or business or those of its suppliers, Flex-head Europe is prevented from making delivery or performance at the time stipulated, Flex-head Europe shall be entitled at its option either to extend the time for delivery or performance for a reasonable period or to terminate the contract, and the Purchaser shall not in either case have any claim for damages and shall pay for all deliveries made or services performed prior to the date of such termination and all expenses incurred and monies paid by Flex-head Europe in connection with the contract.
- c. Unless expressly stated otherwise, the time of delivery in any Flex-head Europe quotation represents the time at which the Goods are to be ready for dispatch from Flex-head Europe' premises and Flex-head Europe is to be allowed the further time necessary to cover transit to points of delivery. Flex-head Europe does not accept orders under penalty for late delivery.

9. Other

- a. If these Terms and Conditions of Sale, which shall only be varied, modified or rescinded by written agreement (executed by Flex-head Europe), shall differ in any respect from the Purchaser's order or Flex-head Europe' acceptance or confirmation of order, then these Terms and Conditions of Sale shall prevail.
- b. Flex-head Europe reserves the right to refuse at its absolute discretion to extend credit to any potential Purchaser or to proceed with any order should the Purchaser's trade references be unsatisfactory to Flex-head Europe.
- c. Statutory taxes and charges (such as GST, VAT or other relevant government charges) will be shown separately in the account for the sale of the Goods and the provision of the service. The amount of the taxes and charges payable in respect of a transaction will be payable by the Purchaser. No allowance will be made for input tax credits or similar credits available to Flex-head Europe. The Purchaser must indemnify Flex-head Europe in respect of all relevant taxes and charges paid and payable by Flex-head Europe in respect of Goods and services sold to the Purchaser.
- d. If by any reason of any legislation, government action or other cause beyond Flex-head Europe' control, any tax, impost, levy, charge, duty or expenditure of any kind, which is not at present chargeable or applicable, is imposed becomes payable or applicable, or is incurred in respect of the Goods and any services hereby sold, it will be to the Purchaser's account and/or chargeable to the Purchaser by Flex-head Europe.
- e. The Purchaser acknowledges and declares that the Purchaser has read and understood these terms and conditions prior to the delivery of Goods and any services.

f. These Terms and Conditions of Sale shall be construed in accordance with the laws of The Netherlands.

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www.flex-head.eu

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