

SYBRON (UK) LIMITED
TERMS AND CONDITIONS OF BUSINESS

YOUR ATTENTION IS DRAWN IN PARTICULAR TO PARAGRAPH 14.

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this paragraph 1 shall apply in these terms and conditions (as amended by us from time to time as provided herein) (**Terms**).
- Acceptance E-mail:** has the meaning given in paragraph 4.2.
- Brochure:** a brochure published by us or on our behalf from time to time containing details of the Products (or any of them).
- Business Customer:** has the meaning given in paragraph 2.2.
- Contract:** has the meaning given in paragraph 4.2.
- Credit Account:** a credit account which we have opened in your name pursuant to which payments for Products and other products we sell may be deferred for a specified period and which account is operated in accordance with our Credit Account Terms.
- Credit Account Terms:** the terms and conditions which apply from time to time in respect of your Credit Account (as updated, varied and amended in accordance therewith).
- Order:** an order for one or more Products made by you via the Website in accordance with these Terms.
- Order Number:** has the meaning given in paragraph 4.1.
- Products:** the products available to purchase via the Website in accordance with these Terms and each of which is a **Product**.
- Receipt E-mail:** has the meaning given in paragraph 4.1.
- VAT:** value added tax chargeable under English law for the time being and any replacement tax.
- Website:** the website found at <http://www.sybron.co.uk/> (or such other URL as we may specify from time to time) that is operated by us or on our behalf.
- 1.2 A reference to **we, us, our** or any similar term is to Sybron (UK) Limited, incorporated and registered in England and Wales with company number 04624360 whose registered office is at Unit 3 & 4 Crammond Park, Lovet Road, Harlow, Essex, CM19 5TF and whose VAT number is 805657519.
- 1.3 A reference to **you, your** or any similar term is to the person who is purchasing Products from us.
- 1.4 A reference to a paragraph is to a paragraph of these Terms. Paragraph headings shall not affect the interpretation of these Terms.
- 1.5 A **person** includes a natural person, company, other body corporate or unincorporated body (whether or not having separate legal personality).
- 1.6 Any words following the terms **including, include, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time.

2. THESE TERMS

- 2.1 **What these Terms cover.** These Terms comprise the terms and conditions on which we sell Products online to Business Customers who have a Credit Account with us. Please read these Terms carefully. By placing an Order, you are indicating your acceptance of these Terms and you agree to be bound by these Terms.
- 2.2 **Are you a Business Customer?** You are a **Business Customer** if you are not an individual purchasing Products from us wholly or mainly for your personal use (and not for use in connection with your trade, business, craft or profession).
- 2.3 **Age restrictions.** If you are under the age of 18, you may not place an Order.
- 2.4 **These Terms and the Credit Account Terms represent our entire agreement with you.** These Terms and the Credit Account Terms constitute the entire agreement between us and you in relation to your purchase of Products from us. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these Terms or the Credit Account Terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms or the Credit Account Terms.
- 2.5 **Authority to bind.** If an Order is placed with us on behalf of a company or other person, then that person placing such Order represents and warrants to us that they are authorised to bind the company or other person in connection with that Order and in relation to these Terms.
- 2.6 **Referring to these Terms in future.** If you view these Terms via the Website, you should print a copy of these Terms or save them to your computing device for future reference.
- 2.7 **Amendments to these Terms.** We may update, vary and amend these Terms from time to time without prior notice. Each time you place an Order, the Terms in force at that time will apply to that Order and any corresponding Contract. Please check the Website from time to time to ensure you understand which Terms apply.
- 2.8 **Sales to England and Wales only.** Unfortunately, we do not accept Orders from addresses outside of England and Wales.

3. CONTACTING US/YOU

- 3.1 **How to contact us.** You can contact us by telephoning our customer service team on 01279 422 722, or by writing to us by e-mail (info@sybron.co.uk), by fax (01279 422 726) or by post (Unit 3&4, Crammond Park, Lovet Road, Harlow, Essex, CM19 5TF).
- 3.2 **How we will contact you.** If we need to contact you, we will do so by telephone or by writing to you in each case using the telephone number, e-mail address, fax number or postal address which you provide to us when you place an Order.

4. OUR CONTRACT WITH YOU

- 4.1 **How we will acknowledge receipt of your Order.** An Order which you place is an offer to purchase the relevant Product(s) from us. Once you place an Order, we will send you an e-mail (**Receipt E-mail**) confirming that we have received your Order. This shall not constitute our acceptance of your Order: it merely acknowledges our receipt of your Order. The Receipt E-mail will confirm the number we assign to your Order (**Order Number**).
- 4.2 **How we will accept your Order.** Our acceptance of an Order you place (or any part of it) will only take place when we send you an e-mail (**Acceptance E-mail**) confirming that we accept your Order (or part of it), at which point, a contract (**Contract**) will come into existence.

between you and us in respect of the sale and purchase of the relevant Product(s) pursuant to these Terms (which are expressly incorporated therein). We will inform you in the Acceptance E-mail if, for any reason (such as lack of available stock or, where you are a Business Credit Account Customer, any credit limit applicable to your Credit Account has been or will be exceeded as a result of your Order (or part of it)), we are unable to accept your Order (or any part of it) and you will not be charged for any such Product(s) that we cannot supply.

5. PRICE AND PAYMENT

- 5.1 **How you may pay for Products.** When placing an Order, payment for Products must be made in accordance with our Credit Account Terms. Please note that we will debit your Credit Account approximately 24 hours before we dispatch Products to you which you have placed an Order for.
- 5.2 **Where to find Product prices.** Product prices (which exclude VAT) will be as indicated on the Website when you place your Order and in the bespoke pricing list which we will supply to you from time to time and which apply when you place your Order. We take reasonable care to ensure that the advertised Product prices are accurate. However, please see paragraph 5.4 for what happens if we discover an error in the price of a Product which is the subject of an Order placed by you.
- 5.3 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your Order date and the date we supply a particular Product, we will adjust the rate of VAT that you pay, unless you have already paid for the Product in full before the change in the rate of VAT takes effect.
- 5.4 **What happens if we get the price wrong.** It is possible that, despite our efforts, some Products may be incorrectly priced. We usually check prices before accepting Orders so that, where a Product's correct price at your Order date is less than the advertised price, we will charge you the lower amount. However, if the Product's correct price at your Order date is higher than the advertised price, we will contact you within two days of the date on which you placed your Order for your instructions before we accept your Order (or relevant part of it). If we accept and process your Order where a pricing error relating to a Product is obvious and unmistakable and could reasonably have been recognised by you as mispricing, we may end the corresponding Contract (or relevant part of it), refund you any sums you have paid for that Product and require the return by you to us of that Product.

6. PRODUCTS

- 6.1 **Product colours may vary.** Product images on the Website and in our Brochures are for illustrative purposes only. Although we try to display colours accurately, we cannot guarantee that a device's display or a picture in any of our Brochures accurately reflects Product colours. Products may vary slightly from those images.
- 6.2 **Product packaging may vary.** Product packaging may vary from that shown in images on the Website and in our Brochures.
- 6.3 **Product information.** Product information provided on the Website and in our Brochures (such as sizing, weights, capacities, specifications, dimensions or measurements) is included as a guide only. If you are concerned about the precise size, weight, capacity, specification, dimensions or measurements of a Product, we recommend that you contact us prior to placing an Order.

7. YOUR RIGHT TO MAKE CHANGES

If you wish to make a change to an Order you make, please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the Order,

the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether or not you wish to proceed with the change.

8. OUR RIGHT TO MAKE CHANGES

8.1 **Minor changes to Products.** We (or a manufacturer) may from time to time make changes to Products to (amongst other things):

- (a) reflect changes in laws and regulatory requirements; and
- (b) implement minor technical adjustments and improvements.

Such changes should not materially affect your use of the Products.

8.2 **More significant changes to Products.** In addition, we (or a manufacturer) may from time to time make more significant changes to Products, but if this happens and you have placed an Order for any such Product, we will contact you to let you know and you may then end any corresponding Contract (or relevant part of it) before the changes take effect and receive a refund for any affected Product(s) paid for but not received.

9. PROVIDING THE PRODUCTS

9.1 **Delivery costs.** Product delivery costs will be as displayed on the Website and in our Brochures.

9.2 **When we will deliver Products.** During the ordering process, we will endeavour to let you know when we will deliver the Product(s) which are the subject of an Order you have placed. If we do not specify a delivery date, we shall deliver the relevant Product(s) within 30 days of the date of the corresponding Acceptance E-mail. We will use our reasonable endeavours to deliver the Product(s) within either such timeframe.

9.3 **We are not responsible for delays outside our control.** If supplying a Product is delayed by an event outside our control, we will contact you to let you know and will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event, but if there is a risk of substantial delay, you may end the corresponding Contract (or relevant part of it) and receive a refund for the Product if you have paid for it but not received it.

9.4 **If no one is available at your delivery address to take delivery.** You must do all that you reasonably can do to enable a delivery of Products to take place. If no one is available at your delivery address to take delivery of Products and they cannot otherwise be left at that address, a note will be left for you informing you of how to rearrange delivery or collect the Products from a depot. We reserve the right to charge you for doing this and for storage costs.

9.5 **If you do not re-arrange delivery.** If, after a failed delivery, you do not re-arrange delivery or collect the relevant Products from a depot within five days of the date of the failed delivery, we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection, we may end the corresponding Contract (or relevant part of it).

9.6 **Special arrangements.** For reasons of health and safety and to avoid property damage, certain Products can only be delivered to the exterior of a ground floor location at certain delivery addresses. You must make your own arrangements at your own risk if the relevant Products need to be transported from the delivery location. We will not provide any unpacking, installation, fitting or waste removal services.

9.7 **Title to Products.**

- (a) Title to a Product shall not pass to you until the earlier of (i) all amounts due and owing to us in respect of your Credit Account and on any other account (including

any accrued but unpaid interest) having been paid to us in full (in which case, title to the Product shall pass at the time that you cease to owe us any amounts in respect of your Credit Account and on any other account) and (ii) the resale by you of the Product (in which case, title to the Product shall pass to you at the time specified in subparagraph (c)).

- (b) Subject to subparagraph (c), until ownership of a Product passes from us to you, you shall hold the Product on our behalf, maintain it in satisfactory condition and shall store it at your own cost separately from all other products in your possession and marked in such a way that it is clearly identified as our property. We may, before ownership of a Product passes to you and without limiting any other right or remedy we may have, require you to deliver up the Product to us and, if you fail to do so, we may repossess the Product. You grant us an irrevocable licence to enter any of your premises for the purpose of inspecting or repossessing any such Product.
- (c) Subject to subparagraph (d), you may resell or use a Product in the ordinary course of your business (but not otherwise) before all amounts due and owing to us in respect of your Credit Account and on any other account (including any accrued but unpaid interest) have been paid to us in full. However, if you resell the Product before that time, you do so as principal and not as our agent and title to the Product shall pass from us to you immediately before the time at which resale by you occurs.
- (d) If before title to a Product passes to you, you become subject to any of the events listed in paragraph 12.1(d), then, without limiting any other right or remedy we may have, your right to resell the Product or use it in the ordinary course of your business ceases immediately and we may at any time require you to deliver up the Product (if it has not been resold or irrevocably incorporated into another product) and, if you fail to do so promptly, you grant us an irrevocable licence to enter any of your premises for the purpose of repossessing the Product.

9.8 **Responsibility for Products.** A Product will be your responsibility from the time when from the time we deliver the Product to the address you provided to us when you placed your Order or you collect it from us.

9.9 **What happens if you do not give required information to us.** We may need certain information from you so that we can fulfil an Order you place with us. If so, this will have been stated in the description of the relevant Product(s) on the Website and in our Brochures. We will contact you to ask you for this information. If you do not give us this information within a reasonable timeframe, or if you give us incomplete or incorrect information, we may either end the corresponding Contract (or relevant part of it) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying Products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable timeframe.

9.10 **Reasons why we may suspend the supply of a Product.** We may have to suspend the supply of a Product to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the Product to reflect changes in relevant laws and regulatory requirements; or
- (c) make changes to the Product as requested by you or notified by us to you.

9.11 **Your rights if we suspend the supply of a Product.** Where you have placed an Order for a particular Product, unless the problem is urgent, we will contact you in advance if we will be suspending the supply of that Product pursuant to paragraph 9.10. You may end the

corresponding Contract (or relevant part of it) if we suspend a Product, or tell you we are going to suspend it, pursuant to paragraph 9.10 and in each case for a period of more than five days and we will refund any sums you have paid for the Product.

- 9.12 **Other reasons why we may suspend the supply of a Product.** Without limiting our other rights or remedies, we may suspend the supply of a Product if any of the events described in paragraph 12.1(b) to paragraph 12.1(e) (inclusive) applies to you, or if you do not make a payment to us when it is due.

10. YOUR RIGHT TO END A CONTRACT (OR PART OF IT)

- 10.1 **You can always end a Contract (or part of it).** Your rights when you end a Contract (or part of it) will depend on whether there is anything wrong with the Product(s) you have purchased and how we are performing.

- (a) **If you want to end a Contract (or part of it) because of something we have done or have told you we are going to do:** see paragraph 10.2.
- (b) **If a Product you have bought is faulty or misdescribed:** see paragraph 13.
- (c) **In all other cases:** see paragraph 10.3.

- 10.2 **Ending a Contract (or part of it) because of something we have done or have told you we are going to do.** If you are ending a Contract (or part of it) for a reason set out in paragraph 5.4, paragraph 8.2, paragraph 9.3 or paragraph 9.11, or you have a legal right to end the Contract (or relevant part of it) because of something we have done wrong, the Contract (or relevant part of it) will end immediately and we will refund you for the relevant Product (if you have not been provided with it).

- 10.3 **Ending a Contract (or part of it) where we are not at fault.** Even if we are not at fault, you can still end a Contract (or part of it) before it is completed, but you may have to pay us compensation. A Contract is completed when the Products which were the subject of corresponding Order are paid for and delivered. If you want to end a Contract (or part of it) before it is completed where we are not at fault, please contact us to let us know. The Contract (or relevant part of it) will end immediately and we will refund any sums paid by you for Products not provided, but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the Contract (or relevant part of it).

11. HOW TO END A CONTRACT (OR PART OF IT)

- 11.1 **Tell us you want to end a Contract (or part of it).** To end a Contract (or part of it), please contact us. Please provide your name and Order Number when doing so.

- 11.2 **Returning Products after ending a Contract (or part of it).** If you end a Contract (or part of it) for any reason after one or more Products have been dispatched to you or after you have received them, you must return the relevant Product(s) to us after you have received them. You must either post them back to us at the address set out in paragraph 3.1 or (if they are not suitable for posting) allow us to collect them from you. Please contact us for a return label or to arrange collection.

- 11.3 **Treatment of Products before returning them.** You must keep any Products being returned to us in your possession and maintain them in satisfactory condition.

- 11.4 **When we will pay the costs of return.** We will pay the costs of returning a Product only if you are ending the corresponding Contract (or part of it) for a reason set out in paragraph 5.4 or if you have a legal right to such a payment and/or to end the Contract (or relevant part of it) because of something we have done wrong. In all other circumstances, you must pay the costs of return.

- 11.5 **What we charge for collection.** If you are responsible for the costs of return and we are collecting one or more Products from you, we will charge you the direct cost to us of collection. The costs of collection will be the same as our charges for standard delivery.
- 11.6 **How we will refund you.** If you are entitled to a **refund** under these Terms, we will credit an amount to your Credit Account equal to the price you paid for the relevant Product(s) (including delivery costs). The term **refund** (and any similar term) shall be construed accordingly. We may make deductions from the amount to be refunded as described below.
- 11.7 **When we may make deductions from refunds.** We may reduce any refund due to you to reflect any reduction in the value of the relevant Product(s) if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you without any deductions being made before we are able to inspect the relevant Product(s) and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
- 11.8 **Refunds of delivery costs.** You will be refunded all delivery charges originally paid, except where only part of the relevant Contract is ending, in which case we may only refund you a corresponding proportion of the delivery charges originally paid.
- 11.9 **When your refund will be made.** We will make any refunds due to you as soon as possible.

12. OUR RIGHT TO END THE CONTRACT

- 12.1 **We may end a Contract if you break it.** We may end a Contract at any time by writing to you if you:
- (a) do not make any payment to us when it is due and you still do not make payment within 10 days of us reminding you that payment is due;
 - (b) do not, within a reasonable timeframe, provide us with information that is necessary for us to provide you with one or more Products;
 - (c) do not, within a reasonable timeframe, allow us to deliver one or more Products to you or collect them from us;
 - (d) become unable to pay your debts when they fall due, or proceedings are or are reasonably likely to be commenced against you alleging bankruptcy or insolvency, or an administrator, receiver or administrative receiver is appointed or is reasonably likely to be appointed over all or part of your undertaking and/or assets; or
 - (e) commit any other material breach of the Contract.

You shall notify us immediately if you become subject to any of the events described in paragraph 12.1(d).

- 12.2 **You must compensate us if you break a Contract.** If we end a Contract in any of the circumstances described in paragraph 12.1, we will refund any money you have paid in advance for Products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the Contract.
- 12.3 **We may withdraw a Product.** We may write to you to let you know that we are going to stop providing a particular Product. We will let you know as soon as possible in advance of our stopping the supply of the Product and will refund any sums you have paid in advance for any Product(s) which will not be provided.

13. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS

The conditions implied by the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982 shall apply in respect of any Product(s) which are the subject of an Order which you place.

14. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 14.1 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** Nothing in these Terms shall limit or exclude our liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for any matter in respect of which it would be unlawful for us to exclude or restrict liability.
- 14.2 **Exclusion of implied terms.** All terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded. All other terms, warranties, representations and conditions implied by statute, common law or otherwise are excluded to the fullest extent permitted by law.
- 14.3 **Limitation of liability.** Subject to paragraph 14.1:
- (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, revenue, sales, income or business, loss of savings, loss of use or production, loss of goodwill, business interruption, or any other indirect or consequential loss arising under or in connection with any Contract; and
 - (b) our total liability to you for all other losses arising under or in connection with any Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you to us for Products under that Contract.

15. COMPLAINTS

If you make a complaint, we will endeavour to keep you informed at each stage of our complaints handling process and will endeavour to resolve your complaint as soon as possible.

16. YOUR INFORMATION

- 16.1 **How we will use your personal information.** We will use the personal information you provide to us:
- (a) to supply Products to you;
 - (b) to process your payment for Products; and
 - (c) if you agreed to this during the ordering process, to give you information about similar Products that we provide, but you may stop receiving this at any time by contacting us.
- 16.2 **Providing your personal information to third parties.** We will only provide your personal information to third parties where the law either requires or allows us to do so.
- 16.3 **Monitoring calls.** Calls to our customer service team may be recorded and/or monitored for quality control and training purposes.

17. OTHER IMPORTANT TERMS

- 17.1 **We can charge interest if you pay late.** If you do not make any payment due to us under these Terms by the relevant due date, we may charge interest to you on the overdue amount at the rate of 3% per year above the base rate of The Bank of England from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount. You shall indemnify us and keep us indemnified in respect of all costs (including legal costs) and expenses which we may suffer or incur as a result of or in connection with the non-payment by you of any payment due to us under these Terms by the relevant due date.

- 17.2 **Our right of set-off.** You must pay all amounts due to us under these Terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 17.3 **We may transfer our rights and obligations under these Terms to someone else.** We may transfer our rights and obligations under these Terms to another person. We will always tell you in writing if this happens and we will ensure that the transfer will not materially affect your rights or obligations under these Terms.
- 17.4 **You need our consent to transfer your rights and obligations to someone else.** You may only transfer your rights or obligations under these Terms to another person if we agree to this in writing.
- 17.5 **Nobody else has any rights under these Terms.** No person other than you shall have any rights to enforce any of the provisions of these Terms.
- 17.6 **If a court finds part of these Terms illegal, the rest will continue in force.** Each of the provisions of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining provisions of these Terms will remain in full force and effect.
- 17.7 **Even if we delay in enforcing our rights under these Terms, we can still enforce later.** If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaching any provision of these Terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 17.8 **Which laws apply to these Terms and where you may bring legal proceedings.** Any dispute or claim arising out of or in connection with these Terms and any Contract or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.