JOINT OPERATIONS TERMS AND CONDITIONS OF SUPPLY TO CONSUMERS

Our terms

1. These terms

1.1 **What these terms cover**. These are the terms and conditions on which we supply products to you.

1.2 **Why you should read them**. Please read these terms carefully before you place your order with us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

1.3 **These conditions only apply to you if you are a consumer.** If you are a business, the terms *set out below* will apply to your purchase. You are a consumer if:

- You are an individual.
- You are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

2. Information about us and how to contact us

2.1 **Who we are**. We are Joint Operations Ltd a limited company registered established in England and Wales. Our company registration number is 11817255 and our registered office is at Unit 11, Interface Business Park, Bincknoll Lane, Royal Wootton Bassett, SN4 8SY. . Our registered VAT number is 319 1415 20 .

2.2 **How to contact us**. You can contact us by telephoning our customer service team at +44 (0) 1793 575 050 or by writing to us at Unit 11, Interface Business Park, Bincknoll Lane, Royal Wootton Bassett, Wiltshire SN4 8SY, UK or via service@jointoperations.co.uk.

2.3 **How we may contact you**. If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 **"Writing" includes emails**. When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

3.1 **How we will accept your order**. We accept your order when we issue an order confirmation email. On acceptance of your order a contract shall come into force between us. A business day is a day other than Saturday or Sunday or any public or bank holiday in England.

3.2 **If we cannot accept your order**. If we are unable to accept your order, we will inform you of this and will not charge you for the product or services. This might be because a product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we believe your order to be fraudulent or because we are unable to meet a delivery deadline you have specified. When this happens, we will let you know as soon as possible and refund any sums you have paid.

4. Our products

4.1 **Products may vary slightly from their pictures**. The images of the products on our website or in our marketing are for illustrative purposes only. Your product may vary slightly from those images.

5. Your rights to make changes

If you wish to make a change to the product or services you have ordered, 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 product or services, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 8 - Your rights to end the contract).

6. Our rights to make changes

6.1 **Minor changes to the products**. We may change the product or services:

(a) to reflect changes in relevant laws and regulatory requirements; and

(b) to implement minor technical adjustments and improvements. These changes will not affect your use of the product.

6.2 **More significant changes to the products and these terms**. In addition, we may make other changes to the product or services, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received or services not yet performed.

7. Providing the products

7.1 **Delivery costs**. The costs of delivery will be as set out in our acceptance of your order.

7.2 **When we will provide the products**. During the order process we will let you know when we will provide the products to you. We may deliver products in instalments. We will contact you with an estimated delivery window, which will be within 30 days after the day on which we accept your order or such other date as we may have agreed in writing.

7.3 **We are not responsible for delays outside our control**. If our supply of the products is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we 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 contact us to end the contract and receive a refund for any products you have paid for but not received less reasonable costs we have already incurred.

7.4 **Collection by you**. If you have asked to collect the products from our premises, you can collect them from us at any time during our working hours of 9am to 5pm on weekdays (excluding public holidays).

7.5 **If you are not there when the product is delivered**. If no one is available at your address to take delivery, our delivery partner may leave you a note informing you of how to rearrange delivery.

7.6 **[If you are located outside Great Britain.** We will cover the delivery costs up to the UK port of shipment unless we agree otherwise in writing. Once the products leave Great Britain, you are responsible for any tariffs, export fees, permits, licenses, or other approvals needed to export them. Please note, we are not required to notify you about insuring the products during sea transit, and the rules in section 32(3) of the Sale of Goods Act 1979 will not apply to this agreement.

7.7 **When you become responsible for the products**. Products will be your responsibility from the time we deliver the product to the delivery address you gave us, or you collect it from us.

7.8 **When you own products**. You own the products once we have received payment in full or delivered the products, whichever is later.

7.9 **Reasons we may suspend the supply of products to you**. 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;

(c) make changes to the product as requested by you or notified by us to you (see clause 6)

7.10 **Your rights if we suspend the supply of products**. We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 21 days and we will refund any sums you have paid in advance for the product.

8. Your rights to end the contract

8.1 **You can always end your contract with us**. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

(a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see clause 11;

(b) **If you want to end the contract because of something we have done or have told you we are going to do,** see clause 8.2;

(c) **If you have just changed your mind about the product,** see clause 8.3. You may be able to get a refund if you are within the fourteen day cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any products;

(d) **In all other cases (if we are not at fault and there is no right to change your mind),** see clause 8.6**.**

8.2 **Ending the contract because of something we have done or are going to do**. If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

(a) we have told you about an upcoming change to the product or these terms which you do not agree to (see clause 6.2);

(b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;

(c) there is a risk that supply of the products may be significantly delayed because of events outside our control;

(d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 21; or

(e) you have a legal right to end the contract because of something we have done wrong.

8.3 **Exercising your right to change your mind**. For most products bought online or over the phone you, have a legal right to change your mind within a cooling off period of 14 days and receive a refund. These rights, are explained in more detail in these terms.

8.4 **When you don't have the right to change your mind**. You do not have a right to change your mind in respect of:

(a) products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;

(b) any products are custom made to your specifications.

8.5 **How long do I have to change my mind?** You have 14 days after the day you (or someone you nominate) receives the products, **unless**:

(a) **Your products are split into several deliveries over different days**. In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the products.

(b) **Your products are for regular delivery over a set period.** In this case you have until 14 days after the day you (or someone you nominate) receives the first delivery of the products.

8.6 **Ending the contract where we are not at fault and there is no right to change your mind**. Even if we are not at fault and you do not have a right to change your mind (see clause 8.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for products is completed when the product is delivered and paid for. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind within the 14 day cooling off period referred to in clause 8.5, just contact us to let us know. The contract 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.

9. How to end the contract with us (including if you have changed your mind)

9.1 **Tell us you want to end the contract**. To end the contract with us, please let us know by doing one of the following:

(a) **Phone or email**. Call our customer services team on +44 (0) 1793 575 050 or email us at service@jointoperations.co.uk. Please provide your name, address, details of the order and, where available, your phone number and email address.

(b) **By post**. write to us at Unit 11, Interface Business Park, Bincknoll Lane, Royal Wootton Bassett, Wiltshire SN4 8SY, UK.

9.2 **Returning products after ending the contract**. If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. We may waive our requirement for you to return the products to us if it is impractical for you to do so and our waiver of this requirement is at our sole discretion and subject to you providing us with photographic evidence of the impracticality of returning the products. You must either return the products in person to Unit 11, Interface Business Park, Bincknoll Lane, Royal Wootton Bassett, Wiltshire SN4 8SY, UK or post them back to us at that address or allow us to collect them from you. If you are exercising your right to change your mind you must send off the products within 14 days of telling us you wish to end the contract.

9.3 **When we will pay the costs of return**. We will pay the costs of return:

(a) if the products are faulty or misdescribed;

(b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong,

In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

You should send the product back to us, using an established delivery service. If you do this you should keep a receipt or other evidence from the delivery service that proves you have sent it and when you sent it. If you don't do this and we don't receive the products at all or within a reasonable time we won't refund you the price. For help with returns, including our collection arrangements for products which can't be posted, please contact our customer services team on +44 (0) 1793 575 050 or email us at service@jointoperations.co.uk.

9.4 **What we charge for collection**. If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection.

9.5 **How we will refund you**. We will refund you the price you paid for the products including delivery costs, by the method you used for payment within 14 days. However, we may make deductions from the price, as described below. We will only refund standard delivery costs. We don't refund any extra you have paid for express delivery or delivery at a particular time.

9.6 **Deductions from refunds if you are exercising your right to change your mind**. If you are exercising your right to change your mind we may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the products, if this has been caused by your handling them.. For example, we reduce your refund if the product's condition is not "as new", tags have been removed, the packaging is damaged or accessories are missing. In some cases, because of the way you have treated the product, no refund may be due.

9.7 If we refund you the price paid before we are able to inspect the products and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

9.8 **When your refund will be made**. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 9.2.

10. Our rights to end the contract

10.1 **We can end our contract with you.** We can end our contract with you for a product and claim any compensation due to us if:

(a) you don't make any payment to us when it's due and you still don't make payment within 7 days of our reminding you that payment is due;

(b) you don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the product;

(c) you don't, within a reasonable time, either allow us to deliver the product to you or collect it from us; or

(d) if we are unable to supply the product for any reason.

10.2 **You must compensate us if you break the contract**. If we end the contract in the situations set out in clause 10.1 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.

11. If there is a problem with the product

11.1 **How to tell us about problems**. If you have any questions or complaints about the product, please contact us. You can telephone our customer service team on 44 (0) 1793 575 050, or email us at service@jointoperations.co.uk, or write to us at Unit 11, Interface Business Park, Bincknoll Lane, Royal Wootton Bassett, Wiltshire SN4 8SY, UK.

You have rights if there is something wrong with your product. If you think there is something wrong with your product, you must contact us at : *https://www.jointoperations.co.uk/contact-us/* We will honour our legal duty to provide you with products that are as described to you on our website and that meet all the requirements imposed by law. Any guarantee that we may give you in respect of products shall not affect your legal rights. Your legal rights are summarised below. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website *www.citizensadvice.org.uk*

Summary of your key legal rights

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

Up to 30 days: if your products are faulty, then you can get a refund.

Up to six months: if your products can't be repaired or replaced, then you're entitled to a full refund, in most cases.

Up to six years: if your products do not last a reasonable length of time you may be entitled to some money back.

11.2 **Your obligation to return rejected products**. If you wish to exercise your legal rights to reject products because they are faulty or misdescribed you must either return them in person to Unit 11, Interface Business Park, Bincknoll Lane, Royal Wootton Bassett, Wiltshire SN4 8SY, UK post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection where you are a consumer. Please call customer services on 44 (0) 1793 575 050 or email us at service@jointoperations.co.uk to arrange collection**.**

12. Price and payment

12.1 **Where to find the price for the product**. The price of the product (which includes VAT) will be the price we tell you when you place your order with us. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 12.3 for what happens if we discover an error in the price of the product you order.

12.2 **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 the 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.

12.3 **What happens if we got the price wrong**. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower

amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.

12.4 **When you must pay and how you must pay**. We accept payment with most major credit and debit cards or by direct electronic funds transfer to our nominated account. When you must pay depends on what product you are buying. Unless we have agreed differently in writing, you must pay for the products before we dispatch them. We will not charge you until we dispatch the products to you.

12.5 **We can charge interest if you pay late**. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment.

12.6 **What to do if you think an invoice is wrong**. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

13. We do not compensate you for all losses caused by us or our products.

13.1 We are responsible for losses you suffer caused by us breaking this contract unless the loss is:

(a) Unexpected. It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).

(b) Caused by a delaying event outside our control. As long as we have taken the steps set out in section 7.3.

(c) Avoidable. Something you could have avoided by taking reasonable action, including following our reasonable instructions for use.

(d) A business loss. [It relates to your use of a product for the purposes of your trade, business, craft or profession OR Our liability for any loss you suffer in connection with your trade, business, craft or profession is limited, as described *https://www.jointoperations.co.uk/wp-content/uploads/2025/05/Joint-Operations-Conditions-of-Sale-Business-Customers.pdf*.

13.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so**. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care; and for defective products under the Consumer Protection Act 1987

13.3 **We are not liable for business losses**. We only supply the products to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our terms and conditions of sale to businesses will apply as set out *here*.

14. How we may use your personal information

14.1 **How we may use your personal information**. We will only use your personal information as set out in our privacy policy. Please read our privacy policy carefully before you submit your order to us.

14.2 We will comply with the data protection legislation. This says that the personal information we hold about you must be:

(a) Used lawfully, fairly and in a transparent way.

(b) Collected only for valid purposes that we have clearly explained to you and not used in any way that is incompatible with those purposes.

(c) Relevant to the purposes we have told you about and limited only to those purposes.

(d) Accurate and kept up to date.

(e) Kept only as long as necessary for the purposes we have told you about.

(f) Kept securely.

15. Other important terms

15.1 **We may transfer this agreement to someone else**. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

15.2 **You need our consent to transfer your rights to someone else**. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. However, you may transfer any warranty we have given you in respect of products supplied to a person who has acquired the product or, where the product is services, any item or property in respect of which we have provided the services. We may require the person to whom the warranty is transferred to provide reasonable evidence that they are now the owner of the relevant item or property.

15.3 **Nobody else has any rights under this contract (except someone you pass your guarantee on to**). This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 15.2 in respect of any guarantee given by us. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

15.4 **If a court finds part of this contract illegal, the rest will continue in force**. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.5 **Even if we delay in enforcing this contract, we can still enforce it 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 breaking this contract, 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. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

15.6 **Which laws apply to this contract and where you may bring legal proceedings**. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

15.7 **Product Recall.** We may issue product recall notices from time to time and where we do so in respect of products you have purchased, we will notify you via email.

Schedule 1 Model Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract)

To Joint Operations Ltd at service@jointoperations.co.uk Our to the address set out on your invoice from Joint Operations I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*]/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

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JOINT OPERATIONS TERMS AND CONDITIONS OF SUPPLY TO BUSINESSES

1. INTERPRETATION

1.1 **Definitions:**

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 11.4.

Contract: the contract between Joint Operations and the Customer for the sale and purchase of the Products in accordance with these Conditions.

Customer: the person or firm who purchases the Products from Joint Operations.

Delivery Location: has the meaning given in clause 4.1.

Force Majeure Event: an event, circumstance or cause beyond a party's reasonable control.

Joint Operations: Joint Operations Limited (registered in England and Wales with company number 11817255).

Order: the Customer's order for the Products, as set out in the Customer's online, fax or telephone order, or as communicated via an internal portal provided by Joint Operations or the

Customer as the case may be, the Customer's purchase order form, the Customer's written acceptance of Joint Operations' quotation, or overleaf, as the case may be.

Products: the products (or any part of them) set out in the Order.

Specification: any specification for the Products, including any related designs or drawings, that is published or made available by Joint Operations or as otherwise agreed in writing by the Customer and Joint Operations.

Warranty Period: has the meaning given in clause 5.1.

1.2 **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 but includes email unless otherwise stated in these Conditions.

2. BASIS OF CONTRACT

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to purchase the Products in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate.

2.3 The Order shall only be deemed to be accepted when the Joint Operations issues a written acceptance of the Order, at which point a Contract shall come into existence. Orders placed on Joint Operations' website will be accepted by the order acknowledgment email.

2.4 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

2.5 Any samples, drawings, descriptive matter or advertising produced by Joint Operations and any descriptions or illustrations contained in Joint Operations' catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Products referred to in them. They shall not form part of the Contract nor have any contractual force.

2.6 A quotation for the Products given by Joint Operations shall not constitute an offer. A quotation shall only be valid for a period of 20 Business Days from its date of issue.

3. PRODUCTS AND CONSULTATION ADVICE

3.1 The Products are described on the Joint Operations' website or as modified by any applicable Specification.

3.2 Joint Operations reserves the right to amend the Specification if required by any applicable statutory or regulatory requirement, and Joint Operations shall notify the Customer in any such event.

3.3 Where Joint Operations employees or representatives are made available to the Customer (including but not limited to a surgeon) for consultation on the use of Products, the Customer acknowledges that any advice or information provided by the Joint Operations employee or representative is given on the basis that reasonable skill and care will be taken however the Customer is solely responsible for decisions that it takes in connection with the use of the Product in a surgical scenario or otherwise.

4. DELIVERY

4.1 Joint Operations shall deliver the Products to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after Joint Operations notifies the Customer that the Products are ready.

4.2 Delivery is completed on the completion of unloading of the Products at the Delivery Location.

4.3 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Joint Operations shall not be liable for any delay in delivery of the Products that is caused by a Force Majeure Event or the Customer's failure to provide Joint Operations with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.

4.4 If Joint Operations fails to deliver the Products, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Products. Joint Operations shall have no liability for any failure to deliver the Products to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide Joint Operations with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.

4.5 If Joint Operations delivers up to and including 10% more or less than the quantity of Products ordered the Customer may not reject them, but on receipt of notice from the Customer that the wrong quantity of Products was delivered, Joint Operations shall make a pro rata adjustment to the invoice for the Products.

4.6 Joint Operations may deliver the Products by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. QUALITY

5.1 The Customer acknowledges that Joint Operations is not the manufacturer of the Products and as such, unless otherwise agreed in writing, Joint Operations' only responsibility in respect of the quality of the Products is to use its best endeavours to transfer the benefit of the manufacturer's standard warranty in respect of the Products to the Customer and to provide such reasonable assistance as the Customer may require in the event that there is a defect in the Products. The **Warranty Period** shall be warranty period provided by the manufacturer of the Products.

5.2 Subject to clause 5.3, where Joint Operations has agreed in writing to provide a warranty to the Customer, if:

(a) the Customer gives notice in writing to Joint Operations during the Warranty Period within a reasonable time of discovery that some or all of the Products do not comply with the warranty set out in clause 5.1;

(b) Joint Operations is given a reasonable opportunity of examining such Products; and

(c) the Customer (if asked to do so by Joint Operations) returns such Products to Joint Operations' place of business at Joint Operations' cost,

Joint Operations shall, at its option, repair or replace the defective Products, or refund the price of the defective Products in full. If the Products are not found to be defective, the Customer shall reimburse Joint Operations for the cost of return.

5.3 Joint Operations shall not be liable for the Products' failure to comply with any warranty provided by Joint Operations if:

(a) the Customer does not use suitably trained personnel in the use of the Product;

(b) the Customer makes any further use of such Products after giving notice in accordance with clause 5.2;

(c) the defect arises because the Customer failed to follow the manufacturer's written IFU instructions as to the storage, commissioning, installation, use and maintenance of the Products or (if there are none) good trade practice regarding the same;

(d) the defect arises as a result of Joint Operations following any drawing, design or specification supplied by the Customer;

(e) the Customer alters or repairs such Products without the written consent of Joint Operations;

(f) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

(g) the Products differ from their description and any applicable Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.4 Except as provided in this clause 5, Joint Operations shall have no liability to the Customer in respect of the Products' failure to comply with any manufacturer's warranty or any warranty agreed in writing by Joint Operations.

5.5 The terms implied by sections 13 to 15 of the Sale of Products Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

5.6 These Conditions shall apply to any repaired or replacement Products supplied by Joint Operations.

6. TITLE AND RISK

6.1 The risk in the Products shall pass to the Customer on completion of delivery.

6.2 Title to the Products shall not pass to the Customer until the earlier of:

(a) Joint Operations receives payment in full (in cash or cleared funds) for the Products, in which case title to the Products shall pass at the time of payment; and

(b) the Customer resells or uses the Products, in which case title to the Products shall pass to the Customer at the time specified in clause 6.4.

6.3 Until title to the Products has passed to the Customer, the Customer shall:

(a) store the Products separately from all other goods held by the Customer so that they remain readily identifiable as Joint Operations' property;

(b) not remove, deface or obscure any identifying mark or packaging on or relating to the Products;

(c) maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

(d) notify Joint Operations immediately if it becomes subject to any of the events listed in clause 9.1(b) to clause 9.1(d); and

(e) give Joint Operations such information as Joint Operations may reasonably require from time to time relating to:

(i) the Products; and

(ii) the ongoing financial position of the Customer.

6.4 Subject to clause 6.5, the Customer may resell or use the Products in the ordinary course of its business (but not otherwise) before Joint Operations receives payment for the Products. However, if the Customer resells the Products before that time:

(a) it does so as principal and not as Joint Operations' agent; and

(b) title to the Products shall pass from Joint Operations to the Customer immediately before the time at which resale or use by the Customer occurs.

6.5 At any time before title to the Products passes to the Customer, Joint Operations may:

(a) by notice in writing, terminate the Customer's right under clause 6.4 to resell the Products or use them in the ordinary course of its business; and

(b) require the Customer to deliver up all Products in its possession that have not been resold, or irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Products are stored in order to recover them.

7. PRICE AND PAYMENT

7.1 The price of the Products shall be the price set out in the Order, or, if no price is quoted, the price agreed in writing between Joint Operations and the Customer.

7.2 The price of the Products:

(a) Sold on the Joint Operations website includes amounts in respect of value added tax (**VAT**) unless otherwise stated;

(b) Sold otherwise than on the Joint Operations website excludes amounts in respect of VAT, which the Customer shall additionally be liable to pay to Joint Operations at the prevailing rate, subject to the receipt of a valid VAT invoice.

7.3 Joint Operations may invoice the Customer for the Products on or at any time after the completion of delivery.

7.4 The Customer shall pay each invoice submitted by Joint Operations:

(a) within 30 days of the date of the invoice; and

(b) in full and in cleared funds to a bank account nominated in writing by Joint Operations, and time for payment shall be of the essence of the Contract.

7.5 The Customer shall notify Joint Operations of any queries or disputes relating to an invoice within 7 days of receipt of such invoice. Where a query is raised after such 7 day period, and Joint Operations agrees to credit and re-raise an invoice, the Customer shall pay such re-raised invoice within 10 days of the date of the invoice.

7.6 If the Customer fails to make a payment due to Joint Operations under the Contract by the due date, then, without limiting Joint Operations' remedies under clause 9, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 7.6 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

7.7 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8. LIMITATION OF LIABILITY

8.1 References to liability in this clause 8 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

8.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

(a) death or personal injury caused by negligence;

(b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by section 12 of the Sale of Products Act 1979; or

(d) defective products under the Consumer Protection Act 1987.

8.3 Subject to clause 8.2, Joint Operations' total liability to the Customer:

(a) where such claim is covered by Joint Operations' product liability insurance, shall not exceed £10,000,000; and

(b) where such claim is not covered by Joint Operations' product liability insurance, shall not exceed the value of the Contract.

8.4 Subject to clause 8.2, the following types of loss are wholly excluded:

(a) loss of profits;

(b) loss of sales or business;

(c) loss of agreements or contracts;

(d) loss of anticipated savings;

(e) loss of use or corruption of software, data or information;

(f) loss of or damage to goodwill; and

(g) indirect or consequential loss.

8.5 This clause 8 shall survive termination of the Contract.

9. TERMINATION

9.1 Without limiting its other rights or remedies, Joint Operations may terminate this Contract with immediate effect by giving written notice to the Customer if:

(a) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;

(b) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(c) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

(d) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

9.2 Without limiting its other rights or remedies, Joint Operations may suspend provision of the Products under the Contract or any other contract between the Customer and Joint Operations if the Customer becomes subject to any of the events listed in clause 9.1(b) to clause 9.1(d), or Joint Operations reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

9.3 Without limiting its other rights or remedies, Joint Operations may terminate the Contract with immediate effect by giving written notice to the Customer for any reason (including but not limited to if the Customer fails to pay any amount due under the Contract on the due date for payment).

9.4 On termination of the Contract for any reason the Customer shall immediately pay to Joint Operations all of Joint Operations' outstanding unpaid invoices and interest and, in respect of Products supplied but for which no invoice has been submitted, Joint Operations shall submit an invoice, which shall be payable by the Customer immediately on receipt.

9.5 The Customer may only return Products for a refund where Joint Operations gives its prior written approval to the return and the Customer notes that some products are subject to time constraints on their use and this will impact Joint Operation's decision as to whether to accept a return.

9.6 Termination or expiry of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

9.7 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

10. FORCE MAJEURE

Neither party shall be in breach of the 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 6, the party not affected may terminate the Contract by giving 7 days' written notice to the affected party.

11. GENERAL

11.1 **Assignment and other dealings.**

(a) Joint Operations may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

(b) The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Joint Operations.

11.2 **Confidentiality.**

(a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.2(b).

(b) Each party may disclose the other party's confidential information:

(i) 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 the 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

(ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(c) 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 the Contract.

11.3 **Entire agreement.**

(a) The Contract constitutes the entire agreement between the parties.

(b) Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no

claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

11.4 **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

11.5 **Waiver.**

(a) Except as set out in clause 2.4, a waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

(b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

11.6 **Severance.** 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 11.6 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.

11.7 **Notices.**

(a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

(i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(ii) sent by email to the following addresses (or an address substituted in writing by the party to be served):

Joint Operations: finance@jointoperations.co.uk

Customer: such email address to which the Order confirmation is sent by Joint Operations.

(b) Any notice shall be deemed to have been received:

(i) if delivered by hand, at the time the notice is left at the proper address;

(ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

(iii) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

(c) 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.

11.8 **Third party rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

11.9 **Governing law.** The 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.

11.10 **Jurisdiction.** 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.