

**TERMS AND CONDITIONS FOR GOODS**

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## Version Control

### Document Location

If using a printed version of this document, ensure it is the latest published version.

| Version | Date Approved | Publication Date | Approved By     | Summary of Changes |
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| 1.0     | 05/04/2018    | 05/04/2018       | Audax Directors | New Document       |
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**Business Terms and Conditions****1. Interpretation**

1.1 The following definitions and rules of interpretation apply to these conditions.

**Buyer:** the person, firm or company who purchases the Goods from Audax Global Solutions Ltd (Audax) and who, by entering into this Contract with Audax, is warranting that it is acting in the course of its trade or business.

**Contract:** any contract between Audax and the Buyer for the sale and purchase of the Goods, incorporating these conditions.

**Delivery:** completion of delivery of an Order by the Buyer or its nominated agent taking physical possession of the Goods.

**Delivery Date:** the date on which the Goods are delivered to or collected by the Buyer or, if Audax tried to deliver the Goods but is unable to, the date on which Audax attempted to have the Goods delivered.

**Delivery Point:** the place where delivery of the Goods is to take place.

**Goods:** any goods agreed in the Contract to be supplied to the Buyer by Audax (including any part or parts of them).

**Audax Global Solutions Limited incorporated and registered in England and Wales with company number: 06154507 whose registered office is at c/o Francis Clark LLP, North Quay House, Sutton Harbour Plymouth PL4 ORA and trades from Unit 16 Mary Seacole Road, The Millfields, Plymouth Devon PL1 3JY who shall be the supplier of the Goods.**

1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it. Any EU law, directive or regulation which currently applies to this contract shall, in the event of the UK's departure from the EU, have its applicability superseded by any replacing English or Welsh act or statutory instrument.

1.3 Words in the singular include the plural and in the plural include the singular.

1.4 Condition headings do not affect the interpretation of these conditions.

**2. Application of Terms**

2.1 Subject to any variation under condition 2.3 **the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).**

2.2 **No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form**

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part of the Contract simply as a result of such document being referred to in the Contract.

- 2.3 These conditions apply to all Audax's sales and any variation to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a Director of Audax. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Audax which is not set out in the Contract. Nothing in this condition shall exclude or limit Audax's liability for fraudulent misrepresentation.
- 2.4 Each order or acceptance of a quotation for Goods by the Buyer from Audax shall be deemed to be an offer by the Buyer to buy Goods subject to these conditions.
- 2.5 No order placed by the Buyer shall be deemed to be accepted by Audax until an acceptance of the order is confirmed by Audax, by whatever means appropriate, or (if earlier) Audax delivers the Goods to the Buyer.
- 2.6 The Buyer shall ensure that the terms of its order and any applicable specification are complete and accurate.
- 2.7 Any quotation given by Audax is subject to change at Audax's absolute discretion but shall remain open for acceptance by the Buyer provided that Audax has not previously withdrawn it or any timescale placed on acceptance has expired.
- 2.8 Audax may, at its absolute discretion, sell branded and private label products to authorised Buyers. In the event of any such sales, the Buyer in question must not:
- a) advertise, promote, distribute, sell or market the products in any way that disparages, misrepresents or injures the Audax brand;  
and
  - b) distribute or sell Audax products employing any illegal, deceptive, undesirable, or improper advertising, marketing or selling practice, including predatory or "loss leader" pricing, bait and switch, or negative selling practices.

### 3. Description

- 3.1 The quantity and description of the Goods shall be as set out in Audax's records which shall stand as absolute proof of what order the Buyer made.
- 3.2 All samples, drawings, descriptive matter, specifications (including size, weight and colouring) and advertising issued or made available by Audax and any descriptions or illustrations contained in Audax's brochures or literature are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract.
- 3.3 Specification, quality, content and colour and/or any other matters relating to the Goods should be checked by the Buyer on receipt of the goods. It is the Buyer's sole responsibility to verify that the Goods delivered are what was ordered.
- 3.4 Audax gives no warranty, express or implied, regarding the suitability of the Goods for the purpose for which Buyer has chosen them.

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3.5 The Buyer recognises that variation may occur with components used in the manufacture of Technology Products from one batch to another and Audax shall not be liable for any such variation.

3.6 The Buyer acknowledges and agrees that when a sample of the Goods has been shown to or inspected by the Buyer any consequent sale does not constitute a sale by sample.

#### **4. Delivery**

4.1 Unless otherwise agreed in writing by Audax, the Delivery Point shall be at Audax's place of business. Collections from Audax's place of business shall only be permitted between Monday to Friday between 9.30am and 3.00pm and agreed in writing in advance.

4.2 If the Buyer wishes the Delivery Point to be anywhere other than Audax's place of business, the Buyer must specifically request an alternative Delivery Point and pay the appropriate delivery charges.

4.3 The Buyer shall take delivery of the Goods within 7 days of Audax giving it notice that the Goods are ready for delivery.

4.4 Any dates specified by Audax for delivery of the Goods (including making them available for collection) are an estimate only on which the Buyer relies entirely at its own risk. Time for delivery shall not be, and shall not be capable of being made by notice, of the essence. If no dates are so specified, delivery shall be within a reasonable time (with Audax's view being final as to what constitutes reasonable).

4.5 Subject to the other provisions of these conditions Audax shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by Audax's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless 180 days has passed from the estimated delivery date.

4.6 Where the Buyer has requested that the Goods be delivered to the Delivery Point by post, Audax shall not be liable for any non or late delivery in respect of the Goods unless the reason for the non or late delivery is an error by Audax in sending the Goods to the incorrect address. Save for that, and subject to clause 12.3. Audax expressly excludes all liability in relation to non-delivery of Goods sent by post.

4.7 If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, or Audax is unable to deliver the Goods because the Buyer has not provided appropriate instructions, documents, licences or authorisations: (a) risk in the Goods shall pass to the Buyer (including for loss or damage caused by Audax's negligence); (b) the Goods shall be deemed to have been delivered; and (c) Audax may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

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- 4.8 The Buyer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for unloading the Goods and generally taking receipt of them.
- 4.9 If Audax delivers to the Buyer a quantity of Goods of up to 10% more or less than the quantity ordered, the Buyer shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall and shall pay for such goods at the pro rata Contract rate.
- 4.10 Audax may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.
- 4.11 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.
- 4.12 If the Delivery Point is to be outside the UK;
- a) The Buyer shall obtain all necessary import licences, clearances and other consents necessary for the purchase of the Goods.
  - b) The Buyer must comply with all applicable laws and regulations of the country for which the products are destined. Audax will not be liable for any breach by the Buyer of any such laws.
  - c) Risk in and responsibility for the Goods shall pass to the Buyer once they have been delivered to the carrier appointed to deliver the Goods and the Buyer shall maintain appropriate insurance for the goods in transit.
  - d) Large orders may incur additional costs or extended delivery times. If applicable an Audax Director will discuss with you.
- 4.13 If the Buyer pays for a premium delivery service, such deliveries can be made at any time from 10.00am onwards. If the Buyer is not available to take delivery at that time, clause 8 may (at Audax's discretion) apply.

## 5. Non-Delivery

- 5.1 The quantity of any consignment of Goods as recorded by Audax upon despatch from Audax's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary (such evidence shall not include witness evidence from any of the Buyer's employees).
- 5.2 Audax shall not be liable for any non-delivery of Goods (even if caused by Audax's negligence) unless the Buyer gives written notice to Audax of the non-delivery within 7 days of the date when the Goods would in the ordinary course of events have been received.
- 5.3 Any liability of Audax for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

## 6. Risk/Title

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- 6.1 Subject to clause 4.12(c), the Goods are at the risk of the Buyer from the time of Delivery.
- 6.2 Ownership of the Goods shall not pass to the Buyer until Audax has received in full (in cash or cleared funds) all sums due to it in respect of;
- the Goods; and
  - all other sums which are or which become due to Audax from the Buyer on any account or for any reason.
- 6.3 Until ownership of the Goods has passed to the Buyer, the Buyer shall;
- hold the Goods on a fiduciary basis as Audax's Bailee;
  - store the Goods (at no cost to Audax) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as Audax's property;
  - not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
  - maintain the Goods in satisfactory condition and keep them insured on Audax's behalf for their full price against all risks to the reasonable satisfaction of Audax. On request the Buyer shall produce the policy of insurance to Audax.
- 6.4 In relation to Goods which the Buyer has purchased specifically for the purposes of resale, the Buyer may sell the Goods in the ordinary course of its business before ownership has passed to it.
- 6.5 The Buyer's right to possession of the Goods shall terminate immediately if;
- the Buyer takes any steps or has any steps taken against it in connection with the Buyer's insolvency (or potential or likely insolvency); or
  - on either a balance sheet or cash-flow basis, the Buyer is unable to pay its debts as and when they fall due; or
  - the Buyer encumbers or in any way charges any of the Goods.
- 6.6 If any circumstances arise which terminate or may terminate the Buyer's right to possession of the Goods, the Buyer must immediately inform Audax. If the Buyer fails to inform Audax, then the Buyer shall hold the Goods on trust for Audax until such time as the Goods have been recovered by Audax from the Buyer.
- 6.7 Audax shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from Audax.
- 6.8 The Buyer grants Audax, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.
- 6.9 Where Audax is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by Audax to the Buyer in the order in which they were invoiced to the Buyer.

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6.10 On termination of the Contract, howsoever caused, Audax (but not the Buyer's) rights contained in this condition 6 shall remain in effect.

## 7. Price

7.1 Unless otherwise agreed by Audax in writing (including email), the price for the Goods shall be those prices set out in Audax's price list published in force at the time that the order is made. However, Audax retains the absolute right to vary the price payable for the Goods between the date of order and the date of despatch save that if the price variation gives rise to an increase of more than 15% on the original price agreed, the Buyer shall have the option to cancel the order unless the Goods have been customised for the Buyer in which case the right to cancel shall not arise.

7.2 If the Buyer is to pay the price other than in UK pounds sterling, the price shall be calculated as the sterling equivalent of the published price using the currency exchange rate of Audax's bank which applies at the time that the order is made.

7.3 The delivery charges shall be those set out on Audax's quotation as at the date of delivery or deemed delivery or as otherwise communicated by Audax to the Buyer.

## 8. Returning Goods

8.1 Subject to the Buyer having a right to return the Goods pursuant to these terms, all sales are final. However, Audax does, subject to the terms of this clause, recognise that there may be occasions when it is appropriate to accept returns from the Buyer and Audax may, on a case by case basis, consider doing so (but shall not be under any obligation to do so). For the purposes of this clause, any Goods which the Buyer wants to return shall be referred to as "Returned Goods".

8.2 Audax will, in any circumstances, only accept returns if the following conditions are met;

- a) The Buyer shall provide a proper invoice and despatch note number in respect of the Returned Goods;
- b) Audax must have issued a valid returns authorisation note in respect of the Returned Goods;
- c) By way of a restocking charge, the Buyer shall pay to Audax a sum equivalent to either £100 (or equivalent in Euros if applicable) or 25% of the price of the Returned Goods (at Audax's discretion);
- d) The Returned Goods must not have been Used and must be returned in their original unopened packaging;
- e) The Returned Goods must be returned with all original documentation that was supplied with the Goods;
- f) Audax retain the right to refuse Returned Goods should Audax deem them to be unsuitable for resale;
- g) The Buyer will either:
  - I. pay for and arrange the return of the Returned Goods; or
  - II. if Audax agrees to recover the Returned Goods pay to Audax a charge of £25/€30 per box of Returned Goods. In the event that Audax's carrier attends to collect the Returned Goods and that collection is not possible owing to a

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default of the Buyer, a charge of £25/€30 will be payable by the Buyer to Audax.

- h) The value of the Returned Goods must not exceed 5% of the Buyer total spend with Audax during the preceding 12-month period. If the Returned Goods does exceed 5%, whether with Audax's consent or otherwise, a restock charge of 25% of the price of the Returned Goods in question may, at Audax's absolute discretion, be charged (such charge subject to a £100, or Euro equivalent, minimum).

8.3 The following Goods will not be eligible to be returned pursuant to this clause;

- a) Any products made bespoke and approved by the customer;
- b) Pouches or Harness's;
- c) Consumables (as defined from time to time by Audax);
- d) Any Goods which Audax does not carry as core stock (as defined by Audax from time to time);
- e) Any Goods which have been ordered as bespoke Goods by the Buyer (for example, embroidered and/or personalised Goods);
- f) Samples;
- g) Any Goods which have been in the possession of the Buyer for more than 28 days after delivery;
- h) sale or products negotiated on a one basis;
- i) discontinued lines;
- j) seasonal products;
- k) Any Goods which have, as their function, the protection of health and safety and/or the hygiene of the wearer. By way of (non-exhaustive) examples, high visibility garments, earplugs, face masks and goggles.

8.4 If Goods despatched by Audax are returned because the address (or other matter in relation to the Goods) given by the Buyer was incorrect, then in addition to any restocking charge that may apply, the Buyer shall pay to Audax a fee of £50.00 (or Euro equivalent)

## 9. Tax

9.1 The price for the Goods and all other charges shall be exclusive of any value added tax (if applicable) and all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts the Buyer shall pay in addition when it is due to pay for the Goods.

9.2 If the Buyer orders Goods for delivery outside the UK, the delivery may be subject to export and/or import duties and taxes. The Buyer will be responsible for payment of any such export and/or import duties and taxes. If Audax incurs any export charges, these shall be reimbursed to Audax by the Buyer within 7 days of Audax making a demand for any such charges.

9.3 The Buyer is entirely responsible for properly accounting for any tax that the Buyer is due to pay in connection with any dealings with Audax.

## 10. Payment

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- 10.1 Unless agreed otherwise by Audax, a Buyer who is not on credit terms must make payment for the Goods at the time that the order is made.
- 10.2 Audax may, at its absolute discretion, agree to provide a Buyer with credit terms for payment. In asking for credit, the Buyer is warranting that;
- I. the Goods are being purchased in the course of the Buyer's business, and
  - II. as at the date of each order the Buyer is not aware of any circumstances which might mean that the Buyer cannot pay for the Goods. Audax shall be under no liability to offer credit to the Buyer. However, if Audax does agree to provide Goods on credit, the following shall apply;
    - a) Credit will not be extended to the Buyer unless approved in writing by Audax.
    - b) **Where credit has been granted, payment is due within fourteen days of the Delivery Date unless otherwise agreed in writing.**
    - c) Goods will not be despatched when a Buyer's account is overdue or the credit limit has been exceeded.
- 10.3 No payment shall be deemed to have been received until Audax has received cleared funds. Audax shall be due payment in respect of any Goods even if no invoice has been raised and the raising and/or issuing of an invoice shall not be a pre-condition to Audax's entitlement to be paid.
- 10.4 Audax reserve the right to withdraw credit facilities at its sole discretion. No further explanation will need to be provided.
- 10.5 All payments payable to Audax under the Contract shall become due immediately on its termination despite any other provision.
- 10.6 If any payments are made by way of credit card, Audax shall be at liberty to charge a fee on top of the payment sum which represents any charge levied on Audax by the credit card handler or operator. **Audax do not have the facility to take card payments** and will utilise the services of our Financiers for this should it be authorised by an Audax Director. Audax's Decision is at its sole discretion. No further explanation will need to be provided.
- 10.7 Subject to clause 10.8, the Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by Audax to the Buyer.
- 10.8 Audax may allow a prompt payment discount at such rate as is agreed with the Buyer. The period when such payment must be made in order to qualify as 'prompt' will also be agreed between Audax and the Buyer. If the payment is not made promptly, Audax shall be entitled to be paid the full amount excluding the discount.
- 10.9 Audax shall have a general and particular lien on all money and property which the Buyer owns or is entitled to possess which is in the possession of Audax or its agents which Audax may sell as the Buyer's agent to reduce the Buyer's debt to Audax.

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10.10 If the Buyer fails to pay Audax any sum due pursuant to the Contract, the Buyer shall be liable to pay interest to Audax on such sum from the due date for payment at a rate of 8% per calendar month or part in which payment is overdue. Interest remains payable after judgment. Audax reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998. In addition to the aforesaid, the Buyer shall be liable to pay Audax as a debt any costs/charges/fees incurred (plus VAT) by Audax and/or their agents in connection with any unpaid sums due to Audax from the Buyer.

10.11 Returned or represented cheques will incur a charge of £50.00 per representation.

## 11. Quality

11.1 Audax only guarantees the Products its distributes against possible flaws deriving from production defects therefore gives no such warranties, express or implied, as to the quality of the Goods and all such warranties are hereby excluded from the contract.

11.2 Upon written request from the Buyer, Audax shall endeavour, but shall not be obliged to, transfer to the Buyer the benefit of any warranty or guarantee given to Audax by the manufacturer but only insofar as any such warranty or guarantee has been given to Audax.

11.3 **Audax guarantees start from the date of Audax delivery** and not from the date of Customers first use. Full details of **Audax's 12-month product Guarantee can be found on the Audax Website.**

## 12. Limitation of Liability

12.1 The following provisions set out the entire financial liability of Audax (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of;

- a) any breach of these conditions;
- b) any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and
- c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract;
- d) any other matter arising out of or in connection with the sale or prospective of the Goods

12.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

12.3 Nothing in these conditions excludes or limits the liability of Audax;

- a) for death or personal injury caused by Audax's negligence; or
- b) under section 2(3), Consumer Protection Act 1987; or
- c) for any matter which it would be illegal for Audax to exclude or attempt to exclude its liability; or
- d) for fraud or fraudulent misrepresentation.

12.4 Subject to condition 12.2 and condition 12.3;

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- a) Audax's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to, at Audax's sole election, either;
- I. repairing or replacing the Goods (or appropriate part thereof) provided that, if Audax so requests, the Buyer shall, at the Buyer's expense, return the Goods or the part of such Goods which are being replaced to Audax; or
  - II. the price paid for the Goods.
- b) Audax shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

12.5 Audax's liability shall only be in relation to the Goods themselves. If the Goods are applied to or used in connection with any other goods or products, Audax shall have no liability for any loss or damage to the products which the Goods were used in connection with, or any loss or damage arising out of or in connection with those products.

12.6 Audax advise the Buyer to test any Goods before applying them to or using them in connection with any other products. If the Goods are equipment that the Buyer is going to use, the Buyer is strongly advised to obtain proper training about the operation, use, maintenance and security of the Goods. Audax shall have no liability in respect of any problems that arise with the Goods in circumstances where the Buyer did not test the Goods and/or obtain proper training and the problem(s) which arose could have been resolved had training been given.

12.7 Audax shall not be liable for a breach of contract in respect of the Goods or any matters relating to them insofar as;

- a) the Buyer makes any further use of such Goods after giving such notice; or
- b) the defect arises because the Buyer failed to follow Audax's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or
- c) the Buyer alters or repairs such Goods without the written consent of Audax;
- d) the Buyer is responsible for causing the problem, whatever it may be.

12.8 The Buyer acknowledges that the price paid for the Goods is, in part, referable to the amount of risk that Audax is prepared to accept. If the Buyer wants Audax to accept more risk, then the Buyer can suggest this to Audax and a higher price may be agreed for the Goods to reflect Audax's greater risk. Whatever price is paid for the Goods; the Buyer hereby acknowledges that the amount of risk Audax accepts is reasonable by reference to the price charged for the Goods.

### 13. Termination

13.1 If the Buyer breaches any of the terms of this contract or becomes, or in the reasonable opinion of Audax is likely to become, insolvent Audax may (without prejudice to its other rights) forthwith terminate this agreement.

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In the event that this agreement is terminated by Audax;

- a) it shall be entitled to be immediately paid any and all sums due to it from the Buyer whether in respect of this or any other contract and including any monies unpaid as a result of credit which Audax has provided to the Buyer;
- b) insofar as the Goods have not been delivered prior to termination, Audax shall be discharged from any obligation to supply the Goods.

#### **14. Assignment**

14.1 Audax may assign the Contract or any part of it to any person, firm or company.

14.2 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of Audax.

#### **15. Force Majeure**

Audax reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Audax including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 180 days, the Buyer shall be entitled to give notice in writing to Audax to terminate the Contract.

#### **16. Website Use**

16.1 The Buyer must not use Audax's website or software in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

16.2 The Buyer must not use Audax's website or software to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

16.3 The Buyer must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting), scanning or probing for exploits on or in relation to this website or software without Audax's express written consent.

16.4 The Buyer must not use Audax's website or Spoof Email addresses to transmit or send unsolicited commercial communications.

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**17. General**

- 17.1 Each right or remedy of Audax under the Contract is without prejudice to any other right or remedy of Audax whether under the Contract or not.
- 17.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 17.3 Failure or delay by Audax in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 17.4 Audax does, and may, from time to time monitor or record telephone calls between it and the Buyer (or a prospective buyer).
- 17.5 Any waiver by Audax of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 17.6 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 17.7 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English and Welsh courts.
- 17.8 Freight charges are applicable on all equipment.

**18. Patents, Trademarks, Distinctive Designs, Literature, Videos and Software**

- 18.1 The Buyer expressly acknowledges that the Audax name and registered distinctive signs, its graphic composition and know-how relating to the supplied products are Audax intellectual and industrial property.
- 18.2 The Buyer should not be entitled to use, remove or cancel any indication relating to patents, trademarks commercial denominations or dominations of origin affixed by Audax onto the supplied products without the prior written authorisation by Audax.

ALL TRANSACTIONS ARE SUBJECT TO THE COMPANY'S FULL TERMS AND CONDITIONS OF SALE. Mistakes are possible: All goods should be checked upon receipt, as used goods cannot be returned.

PLEASE NOTE: We always recommend that all goods within the website and promotional material are checked for their suitability of purpose to any application process (including embroidery and printing), including trials. Any alterations to goods will deem them unreturnable.

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ALL COLOURS AND SIZES AND WEIGHTS AND DIMENSIONS DETAILED OR ILLUSTRATED ARE FOR GUIDANCE ONLY. Some colours are not a true representation of their appearance such as Grey or White, are examples of colours/styling that cannot be accurately displayed. In the event confusion occurs with colour icons, Audax will not be held responsible for any losses incurred. We always recommend samples are obtained in advance of orders being placed.

### **Imagery – Terms and Conditions of Use for the use of Audax High and Low Resolution Images for 2018.**

In opening and using images, literature and Videos supplied, you are agreeing to the Audax terms & conditions of use as stated below.

The images and intellectual property rights always remain the property of AUDAX.

In consideration for the payment of the images, this payment represents administration and distribution costs of the images only and does not constitute to the transfer of the intellectual property rights of the images.

The images cannot be altered in any way without the prior written permission of a Director of AUDAX. In the event a breach of our terms and conditions is committed, Audax accepts no legal responsibility and the responsibility for the infringement is passed automatically to the offending party.

The images can only be used up until the end of the contract date with the Buyer, the length of quotation period or 31st December of the year of issue whichever applies. After this date, Audax accepts no further legal responsibility for copyright infringement, royalties or any other legal disputes, which may arise regarding the unauthorised usage of the images.

Audax reserves the right to withdraw your usage of some or all of the images provided at any time should terms and conditions infringements occur.

The images provided are for use by Audax Buyers only and may not be resold or redistributed to any third party without the prior written permission of a Director of Audax.

The images provided can only be used for the promotion and sales activity of business to business and business to consumer sales channels as detailed below;

LOW RES: (website, email, sales quotations,)

HIGH RES: (posters, newsletters, brochures, mailers, general marketing literature, paper media).

The images provided cannot be used for posters, billboards or images larger than A4 size without the prior written permission of a Director of AUDAX.

Improper usage of the images e.g. low res images used when hi res should be used for such purposes as paper media, brochures, mailers etc. will be deemed as an infringement of the terms and conditions and thus may result in the images being withdrawn.

Usage of these images is restricted to printed literature, websites and promotional emails only. Use for any form of advertising including signage, window graphics, billboards and

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vehicle wraps is not permitted. As always, our imagery carries a 12-month license for use up to 31st December of the year of issue only or Buyer contract period.

In the event that any of the company's terms of trade are broken, or there is clear evidence that Audax images are being used to promote sales and purchases that are subsequently directed to a competitor, Audax reserve the right to demand the withdrawal of the use of our images.

If you are unsure about any of the terms and conditions detailed contact a Director of Audax.

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