

# KNITMESH LIMITED TRADING AS KNITMESH TECHNOLOGIES - TERMS AND CONDITIONS OF SALE

## 1. Interpretation

1.1 In these Terms:

“BUYER” means the person who accepts the Seller’s Written quotation for the sale of the Goods or whose Written order for the Goods is accepted by the Seller;

“GOODS” means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these Terms;

“SELLER” means KnitMesh Limited trading as Knitmesh Technologies (registered in Greenfield, UK under number 585616);

“CONTRACT” means the contract for the sale and purchase of the Goods;

“INCOTERMS” means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made;

“TERMS” means the standard terms of sale set out in this document and (unless the context otherwise requires) includes any special terms agreed in Writing between the Buyer and the Seller;

“WRITING”, and any similar expression, includes facsimile transmission and electronic mail.

1.2 A reference in these Terms to a provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Terms are for convenience only and shall not affect their interpretation.

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

1.5 A reference to one gender includes a reference to the other gender.

## 2. Basis of the Sale

2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with the Seller’s Written quotation (if accepted by the Buyer), or the Buyer’s Written order (if accepted by the Seller), subject in either case to these Terms, which shall govern the Contract to the exclusion of any other terms subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.

2.2 No variation to these Terms shall be binding unless agreed on the sale quotation or any additional documents in Writing between the authorised representatives of the Buyer and the Seller.

2.3 The Seller’s employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in Writing. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations which are not so confirmed, but nothing in these Terms affects the liability of either party for fraudulent misrepresentation.

2.4 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by the Seller is followed or acted upon entirely at the Buyer’s own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

2.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

## 3. Orders and Specifications

3.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in Writing by the Seller’s authorised representative.

3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

3.3 The quantity, quality and description of the Goods and any specification for them shall be as set out in the Seller’s quotation unless otherwise confirmed in Writing (if accepted by the Buyer) or the Buyer’s order (if accepted by the Seller).

3.4 If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with, or paid or agreed to be paid by the Seller in settlement of, any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller’s use of the Buyer’s specification.

3.5 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or E.U. requirements or, where the Goods are to be supplied to the Seller’s specification, which do not materially affect their quality or performance.

3.6 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

3.7 All samples, drawings, descriptive matter, specifications and advertising issued by the Seller and any descriptions or illustrations contained in the Seller’s catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They will not form part of this Contract and this is not a sale by sample.

## 4. Price of the Goods

4.1 The price of the Goods shall be the Seller’s quoted price on the quotation or website, unless otherwise agreed in Writing or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller’s published price list current at the date of acceptance of the order. Where the Goods are supplied for export from the United Kingdom, the Seller’s published export price list shall apply where applicable. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.

4.2 The Seller reserves the right, by giving Written notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

4.3 Except as otherwise stated in the Seller’s Written quotation or in any price list of the Seller, and unless otherwise agreed in Writing between the Buyer and the Seller, all prices are given by the Seller on an ex works basis, and where the Seller agrees to deliver the Goods otherwise than at the Seller’s premises, the Buyer shall be liable to pay the Seller’s charges for packaging, loading, unloading, transport and insurance.

4.4 The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.

4.5 The cost of pallets and returnable containers may be charged to the Buyer in addition to the price of the Goods, but full credit will be given to the Buyer provided they are returned undamaged to the Seller before the due payment date.

## 5. Terms of Payment

5.1 Subject to any special terms agreed in Writing between the Buyer and the Seller, the Seller may invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.

5.2 No payment shall be deemed to have been received until the Seller has received cleared funds.

5.3 Subject to this term being agreed in Writing between the Buyer and the Seller and provided no previous invoice is overdue, the Buyer may be entitled to a prompt payment discount if offered by the Seller (excluding any charge for transport, packaging or insurance) for payment within 7 days of the date of the Seller’s invoice.

5.4 The Buyer shall pay the price of the Goods in the currency stated on the quotation or in Writing (less any discount to which the Buyer is entitled, but without any other deduction) within 30 days (unless otherwise agreed in Writing between the Buyer and the Seller) of the date of the Seller’s invoice, and the Seller shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract.

5.5 If the Buyer fails to make any payment on the due date then, without limiting any other right or remedy available to the Seller, the Seller may:

5.5.1 cancel the contract or suspend any further deliveries to the Buyer;

5.5.2 appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer 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 the Seller to the Buyer); and

5.5.3 charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 4% per cent per annum above HSBC Bank Plc. base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

## 6. Delivery

6.1 Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller’s premises at any time after the Seller has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by the Seller on the sales quotation or in Writing, by the Seller delivering the Goods to that place. Where the Seller agrees to deliver the Goods otherwise than at the Seller’s premises, the Seller shall be under no obligation under Section 32(2) of the Sale of Goods Act 1979.

6.2 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Seller in Writing. If no dates are so specified, delivery will be within a reasonable time. The Goods may be delivered by the Seller in advance of the quoted delivery date on giving reasonable notice to the Buyer.

6.3 Where delivery of the Goods is to be made by the Seller in bulk, the Seller reserves the right to deliver up to 5 per cent more or 5 per cent less than the quantity ordered. The quantity so delivered shall be deemed to be the quantity ordered and the Buyer shall pay for such goods at the pro rata Contract rate.

6.4 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Terms or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

6.5 If the Seller fails to deliver the Goods (or any instalment) for any reason other than any cause beyond the Seller’s reasonable control or the Buyer’s fault, and the Seller is accordingly liable to the Buyer, the Seller’s liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.

6.6 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer’s reasonable control or by reason of the Seller’s fault) then, without limiting any other right or remedy available to the Seller, the Seller may:

6.6.1 store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or

6.6.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

## 7. Non-delivery

7.1 The quantity of any consignment of Goods as recorded by the Seller upon despatch from the Seller’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.

7.2 The Seller shall not be liable for any non-delivery of Goods (even if caused by the Seller’s negligence) unless notice is given in Writing to the Seller within 3 days of the date when the Goods would in the ordinary course of events have been received.

7.3 Any liability of the Seller 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.

## 8. Risk and Property

8.1 Risk of damage to or loss of the Goods shall pass to the Buyer:

8.1.1 in the case of Goods to be delivered at the Seller’s premises, at the time when the Seller notifies the Buyer that the Goods are available for collection; or

8.1.2 in the case of Goods to be delivered otherwise than at the Seller’s premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

8.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due and all other sums which are or which become due to the Seller from the Buyer on any account.

8.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer (at no cost to the Seller) and third parties and properly stored, protected and insured (on request the Buyer shall produce the policy of insurance to the Seller) and identified as the Seller's property and not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods.

8.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller may at any time require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, enter on any premises of the Buyer or any third party where the Goods are stored and repossess the Goods. The Buyer grants the Seller, 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.

8.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without limiting any other right or remedy of the Seller) forthwith become due and payable.

8.6 The Seller shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Seller.

8.7 Where the Seller is unable to determine whether any Goods are the Goods in respect of which the Buyer's right to possession has terminated, the Buyer will be deemed to have sold all Goods of the kind sold by the Seller to the Buyer in the order in which they were invoiced to the Buyer.

8.8 On termination of the Contract, howsoever caused, the Seller's (but not the Buyer's) rights contained in this condition 8 will remain in effect.

8.9 The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:

8.9.1 any sale shall be effected in the ordinary course of the Buyer's business at full market value; and

8.9.2 any such sale shall be a sale of the Seller's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.

8.10 The Buyer's right to possession of the Goods shall terminate immediately if:

8.10.1 the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or

8.10.2 the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Seller and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or

8.10.3 the Buyer encumbers or in any way charges any of the Goods.

## 9. Warranties and Liability

9.1 Subject to the following provisions, the Seller warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 12 months from the date of their initial use or 18 months from delivery, whichever is the first to expire.

9.2 The above warranty is given by the Seller subject to the following conditions:

9.2.1 the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;

9.2.2 the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in Writing), misuse or alteration or repair of the Goods without the Seller's approval;

9.2.3 the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;

9.2.4 the above warranty does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller.

9.3 Subject as expressly provided in these Terms, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

9.4 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Buyer are not affected by these Terms.

9.5 Without prejudice to clause 9.1 and 9.2 and subject always to clause 9.10, a claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within seven days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

9.6 The Seller shall not be liable for a breach of the warranty in condition 9.1 unless:

9.6.1 the Buyer gives written notice of the defect to the Seller, and, if the defect is as a result of

damage in transit to the carrier, within 7 days of the time when the Buyer discovers or ought to have discovered the defect; and

9.6.2 the Seller is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (if asked to do so by the Seller) returns such Goods to the Seller's place of business at the Buyer's cost for the examination to take place there.

9.7 The Seller shall not be liable for a breach of the warranty in condition 9.1 if:

9.7.1 the Buyer makes any further use of such Goods after giving such notice; or

9.7.2 the defect arises because the Buyer failed to follow the Seller'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

9.7.3 the Buyer alters or repairs such Goods without the written consent of the Seller.

9.8 Any Goods replaced shall belong to the Seller and any repaired or replacement Goods shall be guaranteed on these terms for the unexpired portion of the warranty period as contained in clause 9.1.

9.9 Without prejudice to clause 9.1 and 9.2 and subject always to clause 9.10, where a valid claim in respect of any of the Goods which is based on a defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Terms, the Seller may replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), in which case the Seller shall have no further liability to the Buyer.

9.10 Except in respect of death or personal injury caused by the Seller's negligence, or liability for defective products under the Consumer Protection Act 1987, or for any matter which it would be illegal for the Seller to exclude or attempt to exclude liability, the Seller (including the acts or omissions of its employees, agents and sub-contractors) shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods (including any delay in supplying or any failure to supply the Goods in accordance with the Contract or at all) or their use or resale by the Buyer or of any product incorporating any of the Goods, and the entire liability of the Seller under or in connection with the Contract shall not exceed the price of the Goods, except as expressly provided in these Terms. All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

9.11 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:

9.11.1 Act of God, explosion, flood, tempest, fire or accident;

9.11.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

9.11.3 acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

9.11.4 import or export regulations or embargoes;

9.11.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);

9.11.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;

9.11.7 power failure or breakdown in machinery.

## 10. Indemnity

10.1 If a claim is made against the Buyer that the Goods infringe or that their use or resale infringes the patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person, then unless the claim arises from the use of a drawing, design or specification supplied by the Buyer, the Seller shall indemnify the Buyer against all loss, damages, costs and expenses awarded against or incurred by the Buyer in connection with the claim, or paid or agreed to be paid by the Buyer in settlement of the claim, provided that:

10.1.1 the Seller is given full control of any proceedings or negotiations in connection with the claim;

10.1.2 the Buyer shall give the Seller all reasonable assistance for the purposes of any such proceedings or negotiations;

10.1.3 except pursuant to a final award, the Buyer shall not pay or accept the claim, or compromise any such proceedings without the consent of the Seller (which shall not be unreasonably withheld);

10.1.4 the Buyer shall do nothing which would or might vitiate any policy of insurance or insurance cover which the Buyer may have in relation to such infringement, and this indemnity shall not apply to the extent that the Buyer recovers any sums under any such policy or cover (which the Buyer shall use its best endeavours to do);

10.1.5 the Seller shall be entitled to the benefit of, and the Buyer shall accordingly account to the Seller for, all damages and costs (if any) awarded in favour of the Buyer which are payable by, or agreed with the consent of the Buyer (which consent shall not be unreasonably withheld) to be paid by, any other party in respect of any such claim; and

10.1.6 without limiting any duty of the Buyer at common law, the Seller may require the Buyer to take such steps as the Seller may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which the Seller is liable to indemnify the Buyer under this clause.

## 11. Insolvency of Buyer

11.1 This clause 11 applies if:

11.1.1 the Buyer makes a voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

11.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or

11.1.3 the Buyer ceases, or threatens to cease, to carry on business; or

11.1.4 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

11.2 If this clause applies then, without limiting any other right or remedy available to the Seller, the Seller may cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

## 12. Export Terms

12.1 Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Terms, but if there is any conflict between the provisions of Incoterms and these Terms, the latter shall prevail.

12.2 Where the Goods are supplied for export from the United Kingdom, the provisions of this clause 12 shall (subject to any special terms agreed in Writing between the Buyer and the Seller) apply

notwithstanding any other provision of these Terms.

12.3 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination unless otherwise agreed in Writing between the Buyer and the Seller and for the payment of any duties on them.

12.4 The Goods shall be delivered in accordance with the relevant Incoterms as specified in Writing by the Seller, and the Seller shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.

12.5 Unless otherwise required by the Seller which will be stated in Writing, payment of all amounts due to the Seller shall be made by irrevocable letter of credit opened by the Buyer in favour of the Seller and confirmed by a bank in the UK acceptable to the Seller or, if the Seller has agreed in Writing on or before acceptance of the Buyer's order to waive this requirement, by acceptance by the Buyer and delivery to the Seller of a bill of exchange drawn on the Buyer payable 60 days after sight to the order of the Seller at such branch of HSBC Bank Plc. as may be specified in the bill of exchange.

12.6 The Buyer shall not, unless otherwise agreed in Writing by the Seller, offer the Goods for resale in any country other than the country of original delivery notified by the Seller to the Buyer at or before the time the Buyer's order is placed, or sell the Goods to any person if the Buyer knows or has reason to believe that that person intends to resell the Goods in any such country.

### 13. Assignment

13.1 Each Buyer shall not be entitled to assign the Contract or any part of it without the prior consent of the Seller in Writing.

13.2 The Seller may assign the Contract or any part of it to any person, firm or company.

### 14. General

14.1 Each right or remedy of the Seller under the Contract is without prejudice to any other right or remedy of the Seller whether under the Contract or not.

14.2 A notice required or permitted to be given by an authorised representative of either party to the other under these Terms shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

14.3 Failure or delay by the Seller in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

14.4 No waiver by the Seller of any breach of or any default under, any provision of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision and will in no way affect the other Terms of the Contract.

14.5 If any provision of the Contract is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.

14.6 Subject as may be provided elsewhere in these Terms, all disputes, differences or questions arising in relation to these Terms shall be referred to in the first instance to an appropriate representative of the Buyer and Seller who shall attempt to settle the dispute themselves (acting in good faith) within one calendar month. If the appropriate representative of the Buyer and Seller fail to resolve the matter within one calendar month, then either party may refer the dispute to court or tribunal or may (in its discretion) opt for mediation (in which case such an election shall bind the other party until a conclusion is made or the mediation rejects the case).

14.7 The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

14.8 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by the laws of England, and the parties submit to the non-exclusive jurisdiction of the English and Welsh courts.

### Supplementary Website Conditions (if applicable): -

The following supplementary conditions will only apply to the Contract if it has been entered into through the Seller's website: -

### 15. Information About Us

knitmeshtechologies.com is a site operated by the Seller. The Seller is registered in England and Wales under company number 585616 and the registered office is at Greenfield Holywell, Flintshire, North Wales, CH8 9DP. The Seller's main trading address is Greenfield Holywell, Flintshire, North Wales, CH8 9DP. The Seller's VAT number is 218 168 070.

### 16. Service Availability

The Seller's site is only intended for use by people resident in the United Kingdom. The Seller does not accept orders from individuals outside of the United Kingdom.

### 17. Buyer's Status

17.1 By placing an order through the website, the Buyer warrants that:

17.1.1 they are legally capable of entering into binding contracts; and

17.1.2 they are at least 18 years old.

### 18. How the Contract is Formed

18.1 After placing an order, the Buyer will receive an e-mail from the Seller acknowledging receipt of the order. This does not constitute acceptance of the order however but an offer to the Seller to purchase the Goods. All orders are subject to acceptance by the Seller, and the Seller confirms such acceptance to the Buyer by sending an e-mail that confirms that the Goods have been dispatched (the "Dispatch Confirmation"). The Contract will only be formed when the Seller sends the Dispatch Confirmation.

18.2 The Contract will relate only to those Goods whose dispatch the Sellers have confirmed in the Dispatch Confirmation. The Seller is not obliged to supply any other Goods which may have been part of the order until the dispatch of such Goods has been confirmed in a separate Dispatch Confirmation.

18.3 If the Buyer is a consumer, the order will be fulfilled by the delivery date set out in the Dispatch Confirmation in accordance with clause 6 above or, if no delivery date is specified then within 30 days of the Dispatch Confirmation, unless there are exceptional circumstances.

### 19. Seller's Status

19.1 In some cases, the Seller accepts orders as agents on behalf of third party sellers. The resulting legal contract is between the Buyer and that third party seller, and is subject to the terms and conditions of that third party seller which they will advise the Buyer of directly. The Buyer should carefully review the third party seller's terms and conditions applying to the transaction.

19.2 The Seller may provide links on the website to the websites of other companies, whether affiliated to the Seller or not. The Seller cannot give any undertaking that products purchased from third party sellers through the Seller's website, or from companies to whose website the Seller's have provided a link on the Seller's website will be of satisfactory quality, and any such warranties are DISCLAIMED by the Seller absolutely. This DISCLAIMER does not affect the Buyer's statutory rights against the third party seller. The Seller will notify the Buyer when a third party is involved in a transaction and the Seller may disclose the Buyer's customer information related to that transaction to the third party seller.

### 20. Consumer Rights

20.1 If the Buyer is contracting as a consumer they may cancel the Contract at any time within seven working days, beginning on the day after the Buyer received the Goods. In this case, the Buyer will receive a full refund of the price paid for the Goods in accordance with the Seller's refunds policy.

20.2 To cancel the Contract, the Buyer must inform the Seller in writing. The Buyer must also return the Goods to the Seller immediately in the same condition in which the Buyer received them and at the Buyer's own cost and risk. The Buyer has a legal obligation to take reasonable care of the Goods while they are in their possession. If the Buyer fails to comply with this obligation the Seller has a right of action against the Buyer for compensation.

### 21. Price and Payment

21.1 Further to clause 4 above:-

21.1.1 The Seller's website contains a large number of Goods and it is always possible that, despite the Seller's best efforts, some of the Goods listed on the website may be incorrectly priced. The Seller will normally verify prices as part of the dispatch procedures so that, where a Good's correct price is less than the Seller's stated price, the Seller will charge the lower amount when dispatching the Goods to the Buyer. If a Product's correct price is higher than the price stated on the Seller's website, the Seller will normally, at the Seller's discretion, either contact the Buyer for instructions before dispatching the Goods, or reject the order and notify the Buyer of such rejection.

21.1.2 The Seller is under no obligation to provide the Goods to the Buyer at the incorrect (lower) price, even after the Seller has sent the Dispatch Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by the Buyer as a mis-pricing.

### 22. Seller's Refunds Policy

22.1 When the Goods are returned to the Seller:

22.1.1 if the Contract has been cancelled within the seven-day cooling off period (see clause 20.1) the Seller will process the refund as soon as possible and, in any case, within 30 days of the day the Buyer gave notice of the cancellation. In this case, the Seller will refund the price of the Goods in full, including the cost of returning the item to the Seller.

22.1.2 for any other reason, the Seller will examine the returned Goods and will notify the Buyer of the refund via e-mail within a reasonable period of time. The Seller will usually process the refund due as soon as possible and, in any case, within 30 days of the day the Seller sent the confirmation of the Buyer's entitlement to a refund for the defective Goods. Goods returned by the Buyer because of a defect will be refunded in full, including a refund of the delivery charges for sending the Goods to the Seller and the cost incurred by the Buyer in returning the Goods to the Seller.

22.2 The Seller will usually refund any money received from the Buyer using the same method originally used by the Buyer to pay for the purchase.