

TERMS AND CONDITIONS FOR SALE OF GOODS

FIRST OPTION SAFETY GROUP LIMITED, trading as FIRST OPTION SAFETY STORES. a company registered in England and Wales with company number 05533445 and registered office and main trading address of Orwell House, 16-18 Berners Street, London W1T 3LN (“Seller”).

AGREED TERMS:

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 DEFINITIONS.

“**Business Day**” means 9.00am to 5.30pm Monday to Friday inclusive excluding public holidays in England and Wales. For the avoidance of doubt, where a “day” is referenced in the Agreement and is not specified to be a Business Day, then it shall be deemed to include a Saturday, Sunday or public holiday in England.

“**Contract**” means the contract which incorporates these conditions and is made between the Seller and the Customer.

“**Customer**” means the company, firm or individual purchasing the Goods.

“**Delivery**” means the transfer of physical possession of the Goods to the Customer.

“**Goods**” means any goods to be supplied to the Customer by the Seller under the Agreement.

“**Holding Company**” has the meaning given in clause 1.5.

“**Intellectual Property Rights**” or “**IPR**” means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, Confidential Information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Order” means the purchase of the Goods by the Customer under the Agreement.

“Price” means the price of the Goods maintained by the Seller as amended from time to time.

“Seller” means First Option Safety Group Limited, trading as First Option Safety Stores, a company registered in England and Wales with company number 05533445 and registered office and main trading address of Orwell House, 16-18 Berners Street, London W1T 3LN.

“Site” means the place to which the Goods shall be delivered, as set out in the Order.

“Subsidiary” has the meaning given in clause 1.5.

“Terms” means these terms and conditions.

“VAT” means value added tax chargeable under the Value Added Tax Act 1994.

- 1.2** Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3** A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4** A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5** A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee) by way of security or in connection with the taking of security, or (b) its nominee. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that: (a) references in sections 1159(1)(a) and (c) to voting rights are to the members’ rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.
- 1.6** Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7** Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8** A reference to any party shall include that party’s personal representatives, successors and permitted assigns.
- 1.9** A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

- 1.10** A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.11** A reference to writing or written includes fax and e-mail.
- 1.12** Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.13** References to clauses and schedules are to the clauses and schedules of this agreement and references to paragraphs are to paragraphs of the relevant schedule.
- 1.14** The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the schedules.
- 1.15** Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding or following those terms.

2. GENERAL

- 2.1** These Terms and Conditions shall apply to all contracts for the sale of Goods by the Seller to the Customer to the exclusion of all other terms and conditions referred to, offered or relied on by the Customer whether in negotiation or at any stage in the dealings between the parties, including any standard or printed terms tendered by the Customer, unless the Customer specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by the Seller in writing.
- 2.2** An Order is not accepted until the Seller sends written confirmation of the Order to the Customer. The Seller reserves the right to terminate or withdraw any Order without notice to the Customer.
- 2.3** The Seller reserves the right to withdraw Goods or to make alterations to its Goods without notice or liability. The Seller reserves the right to substitute Goods for equivalent products of the same value or higher.

3. PRICE AND PAYMENT

- 3.1** All prices displayed on the Seller's website are the prevailing prices at the time the Order is placed. The Seller reserves the right to amend prices without prior notice.
- 3.2** The Customer shall pay the cost of the Goods to the Seller in advance of delivery using one of the payment methods accepted on its website. The Seller does not accept payment by any other method.
- 3.3** If payment of the price or any part thereof is not made by the due date, (if applicable), the Seller shall be entitled to refuse to make delivery of any undelivered Goods whether ordered under the Agreement or not and without incurring any liability whatsoever to the Customer for non-delivery or any delay in delivery.

- 3.4** The cost of the Goods is exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Customer at the rate and in the manner from time to time prescribed by law.
- 3.5** Prices do not include carriage, packaging and administration which may be added to the Order. All prices are quoted in UK Sterling (£) and all payments must be received in this currency.
- 3.6** All amounts due under this agreement 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).
- 3.7** If the Customer fails to make a payment due to the Seller under this agreement by the due date, then the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment.
- 3.8** Interest under this clause will accrue each day at 4% per annum above the Bank of England's base rate from time to time, but at 4% per annum for any period when that base rate is below 0%.
- 3.9** If the Seller believes that any information provided by the Customer, including name, address and payment information, is fraudulent, the Order will be cancelled, and all information will be forwarded to the Police.

4. DELIVERY

- 4.1** Delivery of the Goods shall be made by the Seller to the Site or address specified by the Customer. The Seller shall use all reasonable endeavours to effect Delivery by the date and time agreed between the parties. The Seller cannot guarantee specific delivery times and the time for delivery shall not be of the essence of the Agreement.
- 4.2** Title and risk shall transfer in accordance with Clause 5 (Title and Risk) of this agreement.
- 4.3** All orders will be shipped at a cost advised by the Lessor on either a same-day or next day delivery service for all UK mainland delivery addresses. All orders must be received before 13:00pm to be shipped next day delivery. Any order received after this time will be dispatched the next working day. All deliveries are made between 8:30am and 5:30pm Monday to Friday, excluding National and Bank Holidays) and deliveries can arrive at any time between this period.
- 4.4** For outlying areas of Scotland and non-UK mainland addresses, please contact the Seller for more information.
- 4.5** If the Seller becomes aware of a delay in the delivery of the Goods, the Seller will inform the Customer as soon as possible.
- 4.6** If the Customer is not available to sign for a delivery and the item has to be re-delivered by the Seller's courier service of choice, or placed in storage until such time as delivery may be effected, the Customer shall be liable for any expense associated with such storage and/or re-delivery.

- 4.7** The Seller is only able to ship within the United Kingdom and the Seller is unable to export outside of the United Kingdom. The Seller is not able to ship to PO Boxes.
- 4.8** All Goods are delivered using a third-party courier service. The Customer shall inspect the condition of the Goods before signing to accept the Order. If the Customer notes any damage, this must be noted on the delivery paperwork. The Customer shall ensure that this is recorded on the Customer's copy of the paperwork and on the delivery driver's copy of the paperwork. If a delivery appears to be significantly damaged, the Customer can refuse to accept the Goods. If the Customer signs for the Order as being received in good condition and subsequently discovers that the Goods are damaged, the Seller shall not be liable for any refund, repair or replacement of the damaged Goods.

5. TITLE AND RISK

- 5.1** Title in the Goods shall not pass to the Customer until the Seller has been paid in full for the Goods.
- 5.2** The risk of loss, theft, damage or destruction of the Goods shall pass to the Customer on Delivery.

6. WARRANTY AND FAULTY GOODS

- 6.1** The Seller warrants that the Goods shall substantially conform to its specification, (as made available by the Seller), be of satisfactory quality and fit for any purpose held out by the Seller.
- 6.2** Where the Goods have been manufactured by the Seller and are found to be defective, the Seller shall repair, or in its sole discretion, replace defective Goods, free of charge within six (6) months from the date of delivery, subject to the following conditions:
- 6.2.1** the Customer notifies the Seller of any defect in writing immediately upon the defect becoming apparent;
 - 6.2.2** the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by the Customer;
 - 6.2.3** the defect is directly attributable to defective material, workmanship or design.
- 6.3** Any Goods to be repaired or replaced shall be returned to the Seller at the Customer's expense, if so requested by the Seller.
- 6.4** Where the Goods have been manufactured and supplied to the Seller by a third party, any warranty granted to the Seller in respect of the Goods shall be passed on to the Customer.
- 6.5** The Seller shall be entitled in its absolute discretion to refund the price of the defective Goods in the event that such price has already been paid.
- 6.6** The remedies contained in this clause are without prejudice to the other Terms and Conditions herein, including, but without limitation, Clause 7 below.

7. LIABILITY

- 7.1** The restrictions on liability in this clause 7 apply to every liability arising under or in connection with this agreement, including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 7.2** No liability of any nature shall be incurred or accepted by the Seller in respect of any representation made by the Seller, or on its behalf, to the Customer, or to any party acting on its behalf, prior to the making of this contract where such representations were made or given in relation to:
- 7.2.1** the correspondence of the Goods with any description; or
 - 7.2.2** the quality of the Goods; or
 - 7.2.3** the fitness of the Goods for any purpose whatsoever.
- 7.3** The Seller shall have no liability to the Customer, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any:
- 7.3.1** loss of profit; or
 - 7.3.2** loss of use of the Goods; or
 - 7.3.3** loss of production or productivity; or
 - 7.3.4** loss of goodwill; or
 - 7.3.5** loss of business; or
 - 7.3.6** loss of business opportunity; or
 - 7.3.7** loss of contracts with any third party; or
 - 7.3.8** liability of whatever nature to any third party; or
 - 7.3.9** loss of anticipated saving; or
 - 7.3.10** loss or corruption of data or information; or
 - 7.3.11** special, indirect or consequential damage or loss suffered by the Customer of whatever nature;

that arises under or in connection with this agreement, the use of the Goods, and/or any defect in or breakdown of the Goods or the Good's unsuitability for the Customer's intended purposes.

- 7.5** The Seller makes no representation that any Goods referred to or sold via its website will be appropriate of use on any site or locations other than those implied. It is the sole responsibility

of the Customer to locate, use and maintain the Goods. The Seller shall accept no responsibility for misuse of the Goods.

- 7.6** The Customer shall indemnify, defend and hold harmless the Seller against any and all third party claims and losses howsoever arising in respect to damage to or loss or destruction of any property or in respect of the personal injury or death of anyone in any way caused by or relating to the Goods or its use.
- 7.7** This agreement sets forth the full extent of the Seller's obligations and liabilities in respect of the purchase of the Goods. In particular, there are no conditions, warranties or other terms, expressed or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on the Seller except as specifically stated in this agreement. Any condition, warranty or other term concerning the Goods which might otherwise be implied into or incorporated within this agreement, whether by statute, common law or otherwise, is expressly excluded.
- 7.8** Where any Court determines that any part of Clause 7 above is, for whatever reason, unenforceable, the Seller shall be liable for all loss or damage suffered by the Customer but in an amount not exceeding the contract price.
- 7.9** Nothing contained in this Agreement shall be construed so as to limit or exclude the liability of the Seller for death or personal injury as a result of the Seller's negligence or that of its employees or agents.

8. CANCELLATION AND RETURNS

- 8.1** The Customer may cancel an Order, or part of an Order before it has been processed. The Customer may return any Goods within fourteen (14) days from the date of the Order, at its own expense.
- 8.2** If the Customer wishes to cancel an Order that has been delivered, the Customer shall contact the Seller to arrange collection and return to the Seller the Goods. The Seller shall refund the cost of the Order minus any delivery and collection charges within thirty (30) days of the Seller receiving the returned Goods.
- 8.3** All Goods that are returned must be unused and in its original, unopened packaging. The Seller reserves the right to charge a 20% restocking charge for all returned Goods. This does not affect the Customer's statutory rights.

9. FORCE MAJEURE

- 9.1** "Force Majeure Event" means any circumstance not within a party's reasonable control including, without limitation:
- 9.1.1** acts of God, flood, drought, earthquake or other natural disaster;
 - 9.1.2** epidemic or pandemic;

- 9.1.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- 9.1.4 nuclear, chemical or biological contamination or sonic boom;
- 9.1.5 any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- 9.1.6 collapse of buildings, fire, explosion or accident; and
- 9.1.7 interruption or failure of utility service.

9.2 The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, as set out in Clause 9.1 above.

9.3 The Seller shall be entitled to a reasonable extension of its obligations. If the delay persists for such time as the Seller considers unreasonable, it may, without liability on its part, terminate the contract.

10. ENTIRE AGREEMENT

10.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the subject matter.

10.2 Each party acknowledges that in entering this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentations based on any statement in this agreement.

11. VARIATION

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

12. NO PARTNERSHIP OR AGENCY

12.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

12.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

13. THIRD PARTY RIGHTS

13.1 Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

13.2 No one other than a party to this agreement shall have any right to enforce any of its terms.

14. NOTICES

14.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:

14.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office; or

14.1.2 sent by email to info@firstoption.group

14.2 Any notice or communication shall be deemed to have been received:

14.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the property address;

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

14.2.3 if sent by email, at 9.00am on the next Business Day after transmission.

14.3 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.

15. WAIVER

15.1 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

15.2 A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

16. SEVERANCE

16.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

16.2 If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

17. INTELLECTUAL PROPERTY RIGHTS

The Seller shall own all Intellectual Property Rights in existence as at the date of this agreement and which are created in the provision of the agreement. Nothing in this agreement is intended to transfer any title, right or interest in such Intellectual Property Rights to the Customer.

18. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

19. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).