

Terms and Conditions

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Terms and Conditions

1 DEFINITIONS

"Buyer" means the person who accepts Seller's quotation Seller for the sale or who places an order for the purchase of Goods and/or Services which is accepted by Seller.

"Conditions" means these Conditions of Sale and any special conditions specifically agreed in writing by Seller;

"Contract" means any agreement, order form, confirmation, contract schedule or memorandum, which expressly or impliedly incorporates the Conditions.

"Goods" means Goods (including any partial deliveries thereof) Seller is to supply in accordance with Contract.

"Price" means the amount expressly quoted by Seller to Buyer or as otherwise set out in Contract as payable by Buyer for Goods and/or Services. Unless otherwise agreed in writing, all Prices are ex Works and exclusive of VAT.

"Seller" means Quintex Systems Limited registered in England and Wales (Company number 03231410) or such associated company of Seller specified in the Contract.

"Services" means any installations or other services to be provided to Buyer by Seller under Contract, subject to any dependencies or limitations defined in or reasonably to be inferred from Contract. **"Site"** means Buyer's premises or place of business;

2 CONDITIONS

2.1] Since Goods and Services are not of a type ordinarily bought for private use, the Conditions apply to the sale of Goods and/or Services in the course of business transactions only and not to consumer transactions as defined in the Consumer Transactions (Restrictions on Statements) Order 1976) and, for any such consumer transaction, shall be modified to the extent strictly necessary to comply therewith.

2.2] The Conditions shall apply to any sale or supply of Goods and/or Services by Seller to Buyer and shall prevail over any other document, purchase order, standard terms or other communication from Buyer.

3 PRICES AND PAYMENT

3.1] Buyer must pay the Price in full within the period specified in Contract or, if not specified, within 30 days from the date of delivery of Seller's invoice to Buyer otherwise Seller shall be entitled to charge and Buyer agrees to pay interest calculated on a daily basis on all unpaid amounts from the date the invoice has been delivered until the date Seller receives payment at the rate not to exceed four percent (4%) percent per annum above the base rate of HSBC Bank plc or, if greater, the rate applicable under the Late Payment of Commercial Debts (Interest) Act 1998.

3.2] Seller reserves the right to change prices set in any price lists of Seller (whether or not included or referred to in Contract) at any time prior to acceptance of an order from Buyer and otherwise on not less than 30 days notice to Buyer. Seller may increase the Price to take account of any increase in the cost of materials and/or any increase in exchange rates and in such circumstances Buyer may cancel its order for the purchase of affected Goods or Services at any time before their delivery.

3.3] Payment Terms are 30 days from invoice date.

4 WARRANTIES/SUITABILITY

4.1] Unless specifically expressed in writing in the Contract, Seller makes no warranty, representation or promise in respect of Goods or Services and in respect of parts, materials or equipment not manufactured by Seller, Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to Seller.

4.2] By virtue of the Buyer's order for Goods, and/or acceptance of the Seller's quotation, Buyer shall be deemed to be satisfied as to the suitability of Goods for Buyer's purpose. 4.3 Any applicable manufacturer's warranty documentation is included with Goods on delivery. The buyer is responsible for safe-keeping such documentation. No employee, agent or contractor of Seller has the authority to make any warranty, representation or promise concerning Goods and/or Services, except in writing and signed by a duly authorised officer of Seller

4.3] Any applicable manufacturer's warranty documentation is included with Goods on delivery. The buyer is responsible for safe-keeping such documentation. No employee, agent or contractor of Seller has the authority to make any warranty, representation or promise concerning Goods and/or Services, except in writing and signed by a duly authorised officer of Seller No express Quintex Systems Ltd, 8 Ivanhoe Road, Finchampstead, Berkshire, RG40 4QQ Quintex Terms and Conditions 2024 warranties (or any other warranty, condition or guarantee) that may be given to Buyer shall apply if the total Contract price has not been paid when due.

4.4] In respect of those parts of the Goods manufactured by the Seller, the Seller warrants that for a period of one year from delivery, such Goods will be free from any defects in workmanship and materials and will function fully in accordance with applicable specifications and standards, provided the same has been properly stored, installed, operated, maintained and serviced.

4.5] The warranty does not apply to Goods or components which have not been manufactured by the Seller or which have been altered or repaired without express written authorisation from the Seller or otherwise contrary to published product manuals, specifications or express instructions from the Seller.

4.6] If the Goods do not comply with the warranty within the one-year period referred to in Condition 4.4 above the Seller will despatch a replacement with the minimum delay and at its expense. The Seller's obligation to replace the Goods under this Condition 4.6 shall be the sole remedy of the Buyer and shall be to the exclusion of all other liability to the Buyer.

4.7] The Seller warrants that those components manufactured by it are safe for use under normal operating conditions, subject to proper use and correct installation in accordance with Seller's instructions and all applicable specifications and the Goods meet the standards required of applicable and binding legislation of the European Union.

4.8] While every effort is made to ensure that any specifications are accurate, Seller reserves the right to substitute Goods of at least equivalent features and functionality without any Increase in the Price. If there is an increase in the Price and the existing Goods are no longer available to the Seller, Buyer shall be entitled to terminate any order for new Goods yet to be delivered. Seller shall have no liability to Buyer in the event any Goods are no longer available for sale for whatever reason from the manufacturer and in such an event, Seller shall be entitled to cancel any order as regards such non-available Goods and refund Buyer any Price paid for such Goods.

5 SITE WORK

5.1] In the event any aspect of the Contract is to be carried out at a Site, Buyer shall at its own cost ensure a safe place of work for Seller's employees, agents and contractors in attendance on Site and notify them of any applicable Site conditions and risks.

5.2] Buyer shall fully and effectively indemnify Seller against all costs, claims, expenses, damages and any other liabilities it may suffer or for which it may become liable arising out of any breach or alleged breach of Buyer's obligations pursuant to Condition 5.

6 DELIVERY

6.1] Seller will use all reasonable endeavours to deliver Goods and Services within the timescales specified in the Contract or, if not so specified, as soon as reasonably practical. Time of delivery shall not be of the essence and Seller shall not be liable for any losses, costs, damages or expenses incurred by Buyer or any other person or company arising directly or indirectly out of any failure to meet any delivery date.

6.2] Seller reserves the right to make any changes in the specification of Goods which are mandatory in order to conform with any applicable statutory or regulatory requirements and will give Buyer advance notice thereof.

7 RISK/OWNERSHIP/RETENTION OF TITLE

7.1] Risk of damage to or loss of Goods shall pass to Buyer at the time of delivery.

7.2] Buyer shall inspect Goods immediately upon receipt or as soon as reasonably practical (but in any event within 5 Working Days) thereafter and shall notify Seller of any Goods which are damaged or do not comply with Contract. If Buyer fails to do this within 30 Working Days of delivery, Buyer is deemed to have accepted Goods.

7.3] Notwithstanding delivery and the passing of risk in Goods, or any other provision of these Conditions, the property in Goods shall not pass to Buyer until Seller has received, in cash or cleared funds, payment in full of the Price for all Goods and/or related Services delivered to Buyer.

8 LIABILITY AND LIMITATION OF LIABILITY

8.1] This Condition 8 sets out Seller's entire liability (including liability for the acts and omissions of its employees or agents or contractors) under or in respect of:

- (a) any representation (unless fraudulent);
- (b) any implied warranty, condition or other term or breach thereof.
- (c) any duty at common law or breach thereof. Quintex Systems Ltd, 8 Ivanhoe Road, Finchampstead, Berkshire, RG40 4QQ Quintex Terms and Conditions 2024
- (d) the express terms of the Contract (including these Conditions) or any breach thereof.
- (e) any supply, use or resale of the Goods and/or Services.

8.2] Nothing herein shall exclude or limit the liability of a party:

8.2.1 for death or personal injury resulting from its negligence or that of its directors, officers, employees, contractors or agents or for the fraud or any statements made fraudulently by that party or its directors, officers, employees, contractors or agents.

8.2.2] under the indemnity in Condition 5.2 ;

8.2.3] for wilful or malicious damage to property by Seller, its servants or agents.

8.3] Subject to Condition 8.2, neither party shall be liable to the other whether in the contract (including under any indemnity or warranty) tort (including negligence), statute or otherwise for any loss of:

8.3.1] Profit, sales, turnover, bargain, business or anticipated savings.

8.3.2] Goodwill or opportunity or any contract.

8.3.3] or corruption of data.

8.4] Subject to Condition 8.2, neither party shall be liable to the other for any indirect or consequential loss of whatever nature whether or not reasonably foreseeable, reasonably contemplatable, or actually contemplated by the parties at the time of any Contract.

8.5] Subject to Condition 8.2, Seller shall have no liability for whatever reason for:

8.5.1] Any defect in Goods or Services arising from any drawing, design or specification supplied by Buyer or from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow Seller's written instructions, misuse or alteration or repair of Goods without Seller's approval.

8.5.2] any requirement for services not specified in the Contract or additional services required as a result of any act or omission of Buyer or Buyer's employees, agents or contractors.

8.5.3] any defect or fault in Buyer's equipment which is identified following the provision of Goods or Services which can reasonably be demonstrated as arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow Seller's written instructions, misuse or alteration.

8.6] Seller shall not be responsible for services provided by Buyer to Buyer's customers or for any claims brought by third parties for problems outside Seller's control. Accordingly, Buyer will indemnify Seller in full for all costs, fees, expenses and any other liabilities to the extent such claims are not caused by Seller's negligence or breach of contract or warranty and whenever such claims may occur.

8.7] Subject to Condition 8.2, the liability of Seller (whether in contract, tort or otherwise) shall be limited:

8.7.1] to £1,000,000 in respect of claims for direct damage to real property caused or by the negligence of Seller, its employees or contractors in connection with the performance of a Contract, .

8.7.2] to 150% of the Price payable for the Goods and/or Services in relation to which the cause of action arises or, if greater, the sum of £500,000 in respect of any other claims. .

8.8] Except as expressly provided in Contract, no warranty, condition, undertaking or term, express or implied, statutory or otherwise as to the level of Services or the condition, quality, performance, satisfactory quality, durability or fitness for the purpose of any Goods is given or assumed by Seller and all such warranties, conditions, undertakings and terms are hereby excluded to the fullest extent permitted by law.

8.9] Seller shall not be liable to Buyer or be deemed to be in breach of any Contract by reason of any delay or any failure to perform any of Seller's obligations under such Contract, due to any cause beyond Seller's reasonable control including, without limitation: Act of God, explosion, flood, tempest, fire or accident; war or threat of war, sabotage, insurrection, civil disturbance, terrorism or requisition; acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of Seller or of a third party); power failure or breakdown in machinery.

9 EXPORT TERMS

9.1] Where Goods are supplied for export from the United Kingdom, the provisions of this Condition 9 shall (subject to any special terms agreed in writing between Buyer and Seller) apply notwithstanding any other provision of these Conditions and, in these Conditions, any term or expression which is defined in or given a particular meaning by the provisions of any Incoterms (that is the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when Contract is made) shall, unless the context otherwise requires, have the same meaning in these Conditions. In the event of any conflict, these Conditions shall prevail.

9.2] Buyer shall be responsible for complying with any legislation or regulations governing the importation of Goods into the country of destination and for the payment of any duties on them.

10 TERMINATION

10.1] In any of the following circumstances, Seller shall be entitled immediately to cancel Contract or suspend any further deliveries under Contract without any liability to Buyer (and if 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) without prejudice to any other right or remedy available to Seller:

10.1.1] Buyer makes any 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 solvent amalgamation or reconstruction) or an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of Buyer.

10.1.2] Buyer ceases or threatens to cease, to carry on business.

10.1.3] Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to Buyer and notifies Buyer accordingly in writing, or

10.1.4] Buyer fails to pay the Price in cleared funds when due, having given Buyer 30 days written notice of the default.

11 DISPUTE RESOLUTION

11.1] The parties shall attempt to settle by negotiation between them in good faith any dispute or difference which arises between them out of or in connection with the Contract. The parties further agree that (provided that both parties agree that such negotiations would be assisted thereby) they will each appoint a mediator to assist them in such negotiations. Each party will bear its own costs of their own mediator. Nothing in this clause will prevent either party from taking legal proceedings to seek interim relief or from terminating the negotiation or mediation if it determines that it wishes to commence legal proceedings.

11.2] Notwithstanding Condition 11.1, either party shall be entitled to seek injunctive, specific performance or other equitable relief without prejudice to any other rights and remedies that it may have

12 GENERAL

12.1] A person who is not a party to a Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

12.2] If any part of these terms and conditions that is not fundamental is found to be illegal or unenforceable, such finding will not affect the validity or enforceability of the remainder of these terms and conditions.

12.3] Seller's failure to insist upon strict performance of any provision of Contract shall not be deemed to be a waiver of its rights or remedies in respect of any present or future default of Buyer in performance or compliance with Contract.

12.4] The parties are acting and shall act at all times as independent contractors and shall not be deemed to have any legal relationship with each other except that of debtor/creditor. Neither party shall pledge the credit of or make any promises or publicity on behalf of the other unless the same shall have been expressly authorised in writing by the other party.

12.5] If any amendments to these conditions are required, they must be confirmed in writing and agreed by Seller in writing.

12.6] Nothing in the Conditions shall exclude or limit any liability or warranty which Seller cannot by law so limit or exclude.

12.7] All Contracts shall be subject to English law and the exclusive jurisdiction of the English courts

Leasing finance option (instantCheetah)

Synergi Finance is the trading name of Synergi Partner Finance Ltd (Company Number 10330823). Synergi Finance is an independent commercial finance brokerage, not a lender. As such, we can introduce you to a wide range of finance providers, depending on your requirements and circumstances. We are not an independent financial advisor. Therefore, we are not able to provide you with independent financial advice. Synergi Finance may receive payment(s) or other benefit(s) from a finance provider if you decide to enter into an agreement with them. The payment(s) or other benefit(s) that we may receive can vary, depending on the provider. The information contained within this communication is confidential and may be legally privileged. It is intended solely for the use of the individual or entity to whom it is addressed, and any others authorised to receive it. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or taking of any action on reliance on the contents of this information is strictly prohibited and may be unlawful.

Credit Broker Services Agreement

This document sets out how we will deal with you in the provision of Credit Brokering Services. Synergi Partner Finance Ltd is authorised and regulated by the Financial Conduct Authority (FCA Registration Number 805271).

Our Services

We will, at all times, act in your best interests. We will source finance products from the market that are suitable for the requirements you disclose to us. When the preferred option has been agreed, we will provide you with information about the finance product and the provider. This will be to ensure that you understand your responsibilities and commitments, before proceeding.

We provide the following key finance products:

Asset Finance

When commercial organisations, whether they are a sole trader, large corporation, or in the public sector, wish to invest in tangible assets, they usually need an affordable, secure means of finance. Asset finance is the third most common source of finance for businesses, after bank overdrafts and loans. The two main forms of asset finance are 'Hire Purchase' and 'Leasing'

Hire Purchase

Hire purchase is a well-established method of financing for companies that wish eventually to take ownership of business assets. The finance company buys the asset on behalf of the customer, who then pays an initial deposit. The remaining balance (plus interest) is then paid over an agreed period. During this period, ownership rests with the finance company, who are effectively hiring use of the asset to the customer. Once the final payment is made, ownership transfers to the customer.

Leasing

Under a commercial agreement, the leasing company (known as the lessor) buys and owns the asset. The customer (or lessee) then hires use of the asset, paying rental over a fixed period. At the end of the contract, the customer usually has a choice of extending the lease, buying the asset, or simply returning it. There are two main types of leases, namely 'Finance Leases' and 'Operating Leases'.

Finance Leases

Under a finance lease, the finance company owns the asset throughout the agreement. The agreement covers a set period considered to be the full economic life of the asset. Often, there is an option to continue leasing the asset at the end of the contracted period. As you are not the owner of the asset, you cannot sell the asset during the rental period.

Operating Leases

An operating lease runs for less than the full economic life of the asset, and the lessee is not liable for the financing of its full value. The lessor carries the risk associated with the residual value of the asset at the end of the lease. This type of lease is often used when the asset is likely to have a resale value, e.g. transportation assets. The customer gets the use of the asset, sometimes along with other services. Operating leases are particularly attractive to companies that frequently update or replace equipment and want to use equipment without ownership. The most common form of operating lease in motor finance is contract hire, particularly in the provision of vehicle fleets.

If you require further information on any of the above products, you should respond directly to the person(s) presenting this document to you. Our aim is to provide you with a professional and confidential service that delivers to the highest possible standard. However, there may be occasions where you feel that this has not been achieved. Should you wish to make a complaint about any aspect of the service we provide to you, you can write to The Complaints Manager at Synergi Finance, 18 Innovation Drive, Green Park Road, Newport, East Riding of Yorkshire, HU15 2FW. Or you can telephone 0333 242 3311. We will try to resolve your concern at the earliest possible time.

Our Charges

Synergi Finance may receive commission from a finance provider if you decide to enter into an agreement with them. Whichever finance provider you choose, we may receive commission from them in the form of either a fixed fee, or a fixed percentage of the amount you borrow. The commission that we may receive will vary, depending on the selected finance provider, as different lenders pay different rates. For certain lenders, we do have influence over the interest rate, and this can impact the amount you pay under the agreement.

Data Protection

When we provide services to you, we will need to gather information about your personal circumstances. The information you provide to us will be subject to the Data Protection Act 1998 (the "Act"). By acknowledging this document, you consent to us, or any company associated with us, processing, both manually and by electronic means, your personal data for the purposes of providing advice, administration, and management. "Processing" includes obtaining, recording, or holding information (including data). It also covers transferring information to other companies associated with us. This information may also be transferred to lenders and statutory, governmental, or regulatory bodies for legitimate purposes. "Legitimate purposes" can include, where relevant, sending information to solicitors and/or other debt collection agencies. This can be for debt collection purposes or carrying out operations on the information/data.

Additional Terms

Any existing inverters or other previously installed equipment are expressly excluded from the scope of part replacement under this Contract.

Any predicted or forecasted energy or cost savings provided by Seller are estimates only and shall not be deemed or construed as a guarantee of actual performance, results, or financial benefit.

Seller shall have no obligation to repair or replace any parts where damage is caused by third-party contractors, site personnel, or any other actions outside the control of the Seller.