



GENERAL TERMS AND CONDITIONS DELIVERY OF GOODS AND PROVISION OF SERVICES BY AVEX

1. Information about AVEX

- 1.1. AVEX International Ltd is a limited company registered in England and Wales under company registration number 8724612. Our registered address is Renown House, 1st Floor, 33-34 Bury Street, London, EC3 5AR. Our VAT registration number is GB 177120419

2. Applicability of these terms and conditions

- 2.1 These conditions, to the exclusion of third party general term and conditions, apply to delivery of all goods and/or provision of services, hereinafter jointly referred to as "products", by AVEX International Ltd, hereinafter referred to as "AVEX".
- 2.2 In the text below, the "Customer" will be referred to as the "party" to whom AVEX makes an offer or agreement to deliver products or services. General terms and conditions, "agreement" must be understood to be any agreement to which these general terms and conditions apply.
- 2.3 Conditions in derogation apply insofar as AVEX has expressly accepted in writing, and will only apply to the relevant agreement(s).
- 2.4 If any stipulation of these general terms and conditions, for whatever reason, should be invalid, the rest of these terms and conditions will continue to apply. In that case, the parties will consult on the content of a new stipulation which, upon resolution of the content of any revised stipulation will be as close as possible to the content of the original stipulation.
- 2.5 AVEX reserves the right to change or supplement these general terms and conditions. Changes and supplements will be communicated to the Customer in writing. In the event that the Customer, as a result of the change, ends up in a less favourable position, they may terminate the agreement as of the date upon which the new terms and conditions will apply, or within 14 days of being informed of the change.

3. Tenders and agreements

- 3.1 All tenders of AVEX are always free of obligation, both with regard to prices, content, execution and with regard to delivery times and deliverability, unless expressly stated otherwise.
- 3.2 The content of all price lists in documents and other details provided with an offer will be as accurate as possible. Tenders will be based on the information that the Customer provides in its request.
- 3.3 When an offer is accepted verbally or in writing, or in another manner, an agreement is formed.
- 3.4 In general, a confirmation of the instruction will be considered a reflection of that which has been agreed upon. If, given the nature and/or scope of the activities, no confirmation of the instruction is sent, any subsequent Purchase Order will be considered confirmation of the instruction, which will be deemed to state that which has been agreed upon, as much as possible.
- 3.5 If AVEX considers it necessary or desirable, AVEX is authorised to engage third parties for the proper execution of the instruction given, the costs of which will be charged to the Customer in accordance with the quotation provided by AVEX.
- 3.6 At all times, without giving reasons, AVEX may terminate a continuing performance contract entered into with the Customer in writing, subject to three months' notice, unless the parties have expressly agreed otherwise.
- 3.7 Upon expiry of the validation date present on AVEX proposals, quotation and tenders, any pricing and deliverables will no longer be valid and a revision will need to be obtained, prior to placing an order.

4. Payment and other related conditions

- 4.1 Quotations, tenders and proposals are issued exclusive of VAT.
- 4.2 Payments must be made within the term stated on the invoice. This term is to be regarded as a strict deadline.
- 4.3 In the event that a payment is not made within the term, the Customer will be charged interest of 1% per month or part thereof a month on the outstanding balance payable on the 1st of each month, from the final day on which the payment should have been made until the day of full payment. In the event that AVEX has to incur costs in the collection of the amount owed, these costs will be at the expense of the Customer, both at law and otherwise.
- 4.4 Payments made by the Customer will always be regarded as having been made to settle any interest and costs owed, and subsequently to settle those payable invoices that have been outstanding the longest, even if the Customer states that the payment pertains to a later invoice. This is without prejudice to AVEX's right to designate a payment otherwise.
- 4.5 Unless otherwise agreed in writing by AVEX in any quotation or proposal, the price shall be billed as follows, subject to continuing credit approval: 50% upon order, 40% upon delivery at Customer and 10% upon project completion via Customer sign off or commencement of beneficial use, whichever occurs first; payable net 30 days from AVEX's invoice.
- 4.6 If the Proposal covers products or services for more than one room/space for purposes of payment each room/space shall be treated as if the subject of a separate sale and payment made accordingly.
- 4.7 In the event that price changes occur after the agreement is entered into, AVEX will be authorised to incorporate these into the price if it has been agreed that the delivery will take place more than three months after the agreement is entered into.
- 4.8 Unless otherwise stated in writing by AVEX in the proposal or quotation, the total amount will be shown in Pounds Sterling (GBP) and all invoicing and payments shall be made in Pounds Sterling (GBP).
- 4.9 You the Customer shall ensure that any purchase orders are within the same terms as the proposal terms, except to the extent that alternative agreement has been reached in writing.
- 4.10 In order to progress any Purchase Order, AVEX may require from the Customer a bank guarantee, deposit or some other form of security should reasonable doubt exist regarding the Customer's ability to fulfil its payment obligation.
- 4.11 Should such requirement no longer exist, AVEX shall notify the Customer that any guarantee, deposit or other form of security may be revoked. No interest shall be payable regarding any deposit.

5. Delivery and purchase

- 5.1 Unless the tender or the agreement states otherwise, delivery will be effected by making the products available to the Customer, or to the person deemed to represent the Customer. The time at which the ordered products are received will be considered to be the time of delivery.
- 5.2 The Customer is obliged to cooperate in a reasonable manner in receiving the delivery of goods or services. If the delivery is refused by the Customer, the day on which it was refused will be considered to be the date of delivery.
- 5.3 In the event that purchase is refused as referred to under 5.2, the Customer will be in default by operation of law, without further notice of default from AVEX being required. In that case, AVEX will be free to decide to terminate the agreement or to demand performance thereof from the Customer.
- 5.4 Should the Customer refuse to pay for the delivered products or services, AVEX reserves the right to charge any directly related costs (such as the costs of storage, 3rd party restocking fees and re-delivery/re-installation/revisit charges) to the Customer.
- 5.5 The Customer is liable for any damage AVEX suffers because of loss or damage to the products while the Customer has the products in its possession. Theft from Customer's location will at the Customer's expense and risk.
- 5.6 The Customer shall keep the product(s) fully insured on AVEX behalf with a reputable insurance company for their full price against all risks of loss or damage from the time when the risk passes over. If the product(s) are lost, damaged or destroyed, the Customer shall hold the proceeds of insurance for and to the order of proactive pending payment in full.
- 5.7 Under no circumstances are indicated delivery times to be regarded as strict deadlines, unless the nature of the products provides that the delivery time stated may be considered a strict deadline. In the event of overdue delivery of products with regard to which the delivery times may not be considered a strict deadline, AVEX must be given written notice of default, in which AVEX is allowed a reasonable term in which to make the delivery.

6. Retention of title

- 6.1 AVEX retains the ownership of all products delivered or to be delivered to the Customer as long as the Customer has not paid the debts arising from the relevant and/or similar agreements, which includes claims with regard to interest and costs.
- 6.2 Prior to payment in full, the Customer is not authorised to pledge products to third parties or to have them serve as security for the benefit of third parties in the widest sense. The Customer is only allowed to use the items delivered subject to retention of title within the framework of the normal operation of its business.



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- 6.3 If it does not fulfil its payment obligations on time, the Customer will, on demand, provide AVEX with the opportunity to collect all products delivered, subject to retention of title from their location.

7. Confidentiality

- 7.1 Both the Customer and AVEX shall each keep confidential and shall not, without the prior consent in writing of the other, disclose to any third party any technical or commercial information which either Customer or AVEX has acquired from one another as a result of discussions, negotiations and other communications relating to products contained within any order, quotation, purchase order or invoice.

8. Complaints

- 8.1 Given the nature of the agreement and the products delivered by AVEX, the Customer must submit complaints with regards to transport damage, short deliveries and/or visible defects to AVEX within 72 hours of issue or delivery, at the risk of forfeiting all possible claims to repair, replacement or compensation.
- 8.2 The Customer must submit complaints for invisible defects to AVEX in writing with due speed after it discovers or could reasonably have discovered the defect, at the risk of forfeiting all possible claims to repair, replacement or compensation.
- 8.3 Should consideration be given to complaints after expiry of the above mentioned term, AVEX will be completely free of obligation, and hence without the Customer being able to derive any rights from it.
- 8.4 AVEX will not accept returns unless these are sent in connection with a complaint, after AVEX has issued written permission. In this case, any freight charges will be at the expense of the Customer.

9. Warranty

- 9.1 AVEX warrants the soundness and quality of products and services delivered for 1 year after completion. For any longer duration of manufacturer's warranty, AVEX additionally guarantees the absence of manufacturing or material defects.
- 9.2 Under no circumstances will a warranty be provided in respect of products that AVEX has obtained from third parties which is more extensive than the warranty the relevant supplier provides AVEX. Under no circumstances will a warranty be provided in respect of defects that are completely or partially the result of regulations that the government may set in respect of the nature and quality of the materials applied after the agreement is entered into.
- 9.3 Defects that are the result of normal wear and tear, improper treatment or improper or incorrect maintenance, or those that arise after alteration or repairs carried out by third parties are not covered under any AVEX warranty.

10. Liability

- 10.1 With regard to the products and services provided by AVEX, its liability towards the Customer is limited to that which is contained in this agreement. If AVEX is liable for direct loss, that liability will in any case be limited to the sales price of the products and services provided by it.
- 10.2 Under no circumstances will AVEX be liable for indirect loss with regard to the products and services provided by it, which includes consequential loss, lost profit, lost savings and loss due to business interruption.
- 10.3 In all cases, AVEX's liability will be limited to the amount that is eligible for payment under its insurance.
- 10.4 The aforementioned restrictions do not apply if the loss is the result of intent/wilful recklessness on the part of AVEX.
- 10.5 Nothing in this agreement limits any liability which cannot legally be limited, including but not limited to liability for death or personal injury caused by negligence; fraud or fraudulent misrepresentation; or breach of the terms implied by Section 8 of the Supply of Goods (Implied Terms) Act 1973.

11. Indemnification in the event of infringement of third-party rights

- 11.1 The Customer indemnifies AVEX against all third-party claims in the event that AVEX, within the framework of the carrying out of its activities on the instruction of the Customer, infringes on (intellectual property) rights of third parties.

12. Force majeure

- 12.1 There is no attributable failure by AVEX if there is an event of force majeure. Force majeure includes but is not limited to embargoes, governmental restrictions, strikes, lockdowns work stoppages or other labour difficulties, acts of God, riots, insurrections, wars or other military actions, government action, acts of terrorism, civil disorders, fires, floods, vandalism, sabotage or pandemics
- 12.2 Force majeure must be understood to include all circumstances as a result of which AVEX is temporarily or permanently unable to meet its obligations, such as (but not limited to) industrial action at AVEX itself or its suppliers, unforeseen transport problems, fires, unforeseen operational failures at AVEX itself or its suppliers, as well as unforeseen default on the part of its suppliers, as a result of which AVEX can no longer fulfil its obligations towards the Customer.

13. Suspension and termination

- 13.1 AVEX may suspend fulfilment of its obligations or terminate the agreement in full or in part:
- if the Customer does not fulfil its obligations under the agreement in full
 - if circumstances that come to the attention of AVEX after the agreement is entered into give good grounds for fearing that the Customer will not fulfil its obligations. In the event that there are good grounds for fearing that the Customer will only fulfil its obligations in part, or will not fulfil them properly, suspension is only permitted insofar as the default justifies this;
 - if, when the agreement was entered into, the Customer was requested to provide security for the fulfilment of its obligations under the agreement, and this security is not provided or is insufficient;
 - if the Customer applies for a (provisional) moratorium or is granted a moratorium, applies for bankruptcy or is declared bankrupt; if the company of the Customer is liquidated, or the Customer discontinues its current business; if a considerable part of the capital of the Customer is seized; or if the Customer is no longer considered to be able to fulfil its obligations under the agreement for other reasons.
- 13.2 In addition, AVEX will be authorised to terminate the agreement (or have it terminated) if circumstances arise that are of such a nature that unchanged maintenance of the agreement cannot reasonably be expected.
- 13.3 If the agreement is terminated (in part), AVEX's claims on the Customer will become immediately due and payable. If AVEX suspends fulfilment of its obligations, it will retain its entitlements pursuant to the law and the agreement.
- 13.4 AVEX will continue to be authorised to claim compensation.
- 13.5 Obligations that are by their nature meant to continue even after termination of this agreement will continue after termination of this agreement. These obligations include, among others: confidentiality, liability, dispute resolution, applicable law and election of address for service.

14. Applicable law

- 14.1 These general terms and conditions and any agreements arising from it are subject to the laws of England and Wales.
- 14.2 All disputes arising from or in connection with this general terms of conditions will only be submitted for settlement to the courts of England and Wales.