

TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale ("Agreement") govern the sale of goods by Flexion Global Ltd t/a Arbortec Forestwear ("Seller") to the Purchaser ("Buyer"). By placing an order with the Seller, the Buyer agrees to be bound by these terms and conditions. This page (together with the documents referred to on it) tells you the terms and conditions on which we supply any of the products ("Products") listed on the websites www.arbortec.com, www.treehog.co.uk, www.us.arbortec.com, www.arbortectrade.com ("Website") to you. Please read these terms and conditions carefully before ordering any products from us whether from the website, phone, email or any other means. You should understand that by ordering any of our products, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

1. INTERPRETATION.

1.1. The following definitions apply in these Conditions:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Conditions: these terms and conditions as amended from time to time.

Force Majeure Event: an event or circumstance beyond a party's reasonable control.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral 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, rights in computer software, 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 in or associated with the goods.

2. APPLICATION.

2.1. The Conditions apply to all contracts between the Seller and the Buyer referred to in the order and override all conditions stipulated by the Buyer (even if submitted in a later document); any other agreements between the parties relating to the subject matter of this order are terminated (except an agreement into which the Conditions are incorporated).

2.2. No variation of the Conditions shall be effective unless agreed in writing by the Buyer and Seller.

2.3. An order submitted by a Buyer constitutes an offer by that Buyer to purchase the goods in accordance with these Conditions. The Buyer is responsible for ensuring that the terms of the order are complete and accurate.

2.4. The order shall only be deemed to be accepted when the Seller issues a written acceptance (email will suffice) of the order, at which point the contract shall come into existence.

3. PRICE.

3.1. The price to be paid for the goods or the services will be the Seller's price at the date when the goods are despatched, or the services are provided.

3.2. The price of the goods includes the cost of Seller's standard packaging but does not include delivery, the cost of which can be obtained from our main offices at any time. The price does not include VAT.

4. PAYMENT.

4.1. Payment for the goods or services must be made within 30 Business Days of the date of the invoice, unless otherwise specified on the invoice.

4.2. The Seller reserves the right to charge interest on overdue sums at the rate of 4% per annum above the Base Rate for the time being of HSBC Bank plc calculated daily from the due date, of payment in Clause 4.1 until the date upon which payment is made. In addition, a Late Payment Admin Fee of £30 is chargeable to the Buyer.

4.3. The Seller may at any time require the Buyer to make payments in advance of delivery or require security for payment.

4.4. If the Buyer fails to make payment by the due date or when required, the Seller may (without prejudice to any other remedy which it may have) cancel the contract and/or any other contract between the Buyer and the Seller and/or suspend delivery under the contract or any other contract until payment is made.

4.5. The Buyer will have no statutory or other right of set off.

5. DELIVERY.

5.1. Delivery dates are approximate only and the Seller shall not be responsible for any loss or damage arising from any delay in delivering all or part of any goods ordered or delay in the provision of any services.

5.2. Without prejudice to clause 5.1, the Seller will not be liable for any delay in delivery or non-delivery of goods or services, or any other breach of the Conditions caused by any Force Majeure Event. On the occurrence of a Force Majeure Event, the Seller reserves the right to cancel or suspend the whole or part of any delivery.

5.3. In the case of any order for goods of a type or description not normally held in stock by the Seller, and therefore specially made, ordered, or imported by the Seller to meet such order, the Buyer will accept goods at 10% more or 10% less than ordered, the total price of the order being adjusted accordingly.

5.4. Upon delivery the Buyer has three working days to advise of any discrepancies with the consignment, after which no claims can be considered.

6. RISK AND PROPERTY.

6.1. Risk in all goods supplied to the Buyer will pass to the Buyer on delivery.

6.2. Goods supplied to the Buyer will remain the property of the Seller until full payment in cash or cleared funds has been received by the Seller for those goods and for all other goods delivered or services supplied by the Seller to the Buyer in respect of which payment is outstanding.

6.2.1. Transfer of Ownership: The property of the goods shall not pass to the Buyer until full payment has been made in accordance with the terms of this agreement. Until such time, the Buyer holds the goods as a fiduciary agent and bailee for the Seller.

6.2.2. Right to Repossess: In the event of default by the Buyer in making payment for the goods as per the agreed terms, the Seller reserves the right, without prior notice, to repossess the goods or their equivalent value. The Seller may exercise this right by deducting the equivalent value owed from any goods supplied by the Seller or by claiming the equivalent value from other goods or property in the possession of the Buyer.

6.3. Until title to the goods passes to the Buyer, the Buyer shall:

6.3.1 hold those goods as the Seller's bailee;

6.3.2. protect and store the goods separately from all other goods held by the Buyer so that they remain readily identifiable as the property of the Seller;

6.3.3 maintain the goods in satisfactory condition [and keep them insured against all risks for their full price from the date of delivery];

6.4. The Buyer may use the goods or sell them in the ordinary course of its business (but not otherwise) before the Seller receives payment in full for the goods. Should the Buyer sell the goods before that time:

6.4.1. it does so as principal and not as the Seller's agent; and

6.4.2. title to the goods shall pass from the Seller to the Buyer immediately before the time at which resale by the Buyer occurs.

6.5. If the Buyer is in breach of any of its obligations to the Seller, or the order or the contract for the supply of goods is cancelled or capable of being cancelled under Clause 9 below, and provided the goods are still in existence and have not been resold, the Seller may:

6.5.1. by notice to the Buyer require re-delivery to it of the goods: and/or

6.5.2. with or without previous notice, retake possession of the goods and sell the goods.

6.6. For the purpose of this clause 6, the Buyer irrevocably authorises the Seller's representatives to enter the premises on which the goods are situated and remove the goods at the Buyer's expense.

7. INSPECTION AND RETURNS.

7.1. If the goods or any of them are damaged or lost while in the custody of a carrier, the Seller will (at its option) either replace such goods or refund to the Buyer the cost or price of them but the Seller's liability in connection with any such goods will not exceed the cost of replacement of them or the price paid by the Buyer.

7.2. The Seller will not be under any liability under Clause 7.1 above unless the following conditions are strictly complied with:

7.2.1. in the event of non-delivery of a whole consignment of goods, the Buyer must inform the Seller in writing within five days from the date of the invoice;

7.2.2. – in the case of damage to goods or loss of part of a consignment, the consignment must be inspected in the presence of the carrier. If any goods are damaged or lost, the consignment note must be endorsed accordingly and the Buyer must notify the Seller within three days of delivery, such notification to be confirmed in writing within the three days;

7.3. No goods may be returned without a returns movement authority (RMA) number. Where goods correctly supplied are subsequently returned for credit, a 15% handling charge will be implemented. A credit note will only be issued provided the goods are undamaged and are suitable for resale. The RMA number relating to the goods must be quoted whatever the reason for return.

7.4. The Seller cannot accept any product for return if they have in any way been further processed or altered. The Buyer shall satisfy himself as to the quality and suitability of all goods before further processing.

8. LIABILITIES AND WARRANTIES.

8.1. Nothing in the Conditions shall exclude or restrict the Seller's liability for death or personal injury resulting from the Seller's negligence or, where applicable, the negligence of its employees, agents, or subcontractors.

8.2. If any goods supplied or processed or any services supplied or provided by or on behalf of the Seller prove, on inspection, to be defective in material or workmanship, the Seller will (at its option) replace the same or refund to the Buyer the price of the goods or services.

8.3. The Buyer will determine the suitability of the goods for its intended use and will not rely upon any representations made by or on behalf of the Seller.

8.4. The Seller will not be liable for any consequential or indirect loss or damage (whether for loss of profit or otherwise) costs, expenses or other claims for consequential compensation whatsoever suffered by the Buyer whether this loss or damage arises from a breach of duty, in contract or in tort or in any other way (including loss or damage arising from the Seller's negligence).

8.5. Except as set out in the Conditions, all warranties and conditions, whether expressed or implied, statutory or otherwise are excluded to the fullest extent permissible at law.

8.6. The Buyer is responsible for obtaining, at its own cost, such import licences and other consents in relation to the goods as are required from time to time and, if required by the Seller, the Buyer shall make those licences and consents available to the Seller prior to the relevant shipment. The Buyer shall also pay any local import taxes and/or duty that is required, unless otherwise agreed in writing.

8.7. For a period of one year after the date on which the Buyer receives the goods, the Buyer shall maintain in force insurance policies with reputable insurance companies, against all risks that would normally be insured against by a prudent businessman in connection with the risks

associated with its use and/or resale of the goods, and produce to the Seller on demand full particulars of that insurance and the receipt for the then current premium.

9. TERMINATION.

9.1. Without limitation to its other rights or remedies, the Seller may cancel an order and/or contract or any part of the same remaining unfulfilled with immediate effect by giving to the Buyer notice in writing where:

9.1.1. the Buyer commits a material breach of the Conditions. The Seller may, at its absolute discretion, decide to give the Buyer an opportunity to remedy the breach (if such breach is remediable) and the Seller will be able to terminate if, after having given an opportunity to remedy, the Buyer fails to remedy that breach within 10 days of the Buyer being notified in writing to do so;

9.1.2. a receiver administrator or administrative receiver of the Buyer's property or assets or any part of them is appointed, or a court order is made or a resolution is passed for the winding-up of the Buyer (except for the purpose of amalgamation or reconstruction) or if the Buyer commits any act of bankruptcy, or any bankruptcy petition is presented against the Buyer (or any analogous proceedings under the law of any country outside the United Kingdom are commenced);

9.1.3. the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

9.1.4. the Buyer's financial position deteriorates to such an extent that in the Seller's opinion the Buyer's capability to adequately fulfil its obligations have been placed in jeopardy.

10. INTELLECTUAL PROPERTY.

10.1. The Buyer acknowledges that:

10.1.1. the Intellectual Property Rights are the Seller's (or its licensor's) property;

10.1.2. nothing in this agreement shall be construed as granting any rights in favour of the Buyer in relation to the Intellectual Property Rights save that the Buyer may use the Seller's Intellectual Property solely and exclusively in connection with the Customer's onward sale of the goods (including the marketing thereof). The Seller asserts its full rights to control the use of its trademarks within the EEA and the Customer shall assist the Seller as required in preventing parallel importers from diluting the Seller's rights;

10.1.3. any reputation in any trademarks affixed or applied to the Goods shall accrue to the sole benefit of the Seller or any other owner of the trademarks from time to time.

10.2. The Customer shall not use (other than pursuant to this agreement) or seek to register any trademark or trade name (including any company name) which is identical to, confusingly similar to or incorporates any trademark or trade name which the Seller or any associated company of Seller owns or claims rights in anywhere in the world.

11. PRODUCT RECALL.

11.1. If the Buyer becomes aware of or is the subject of a request, court order or other directive of a governmental or regulatory authority to withdraw any goods from the market (Recall Notice) it must immediately notify the Seller in writing and attach a copy of the Recall Notice.

11.2. Unless required by law, the Buyer may only undertake a recall or withdrawal of the goods from the market with the written permission of the Seller and in accordance with clause 1.4.

11.3. The Seller may issue a notice to recall or withdraw the goods from the market (Voluntary Recall Notice) if the Seller reasonably believes, or has cause to believe, that the goods are or may be unsafe.

11.4. The Buyer must (at its own cost):

11.4.1. – comply with any Recall Notice or Voluntary Recall Notice; and

11.4.2. – give such assistance as the Seller reasonably requires to recall or withdraw the goods from the market, and comply with the Seller's instructions about the process of implementing that recall or withdrawal.

12. JURISDICTION.

12.1. All contracts between the Seller and the Buyer where the goods are shipped to or services are provided in the Republic of Ireland shall be governed and construed in accordance with the laws of the Republic of Ireland, and the Buyer agrees to submit to the jurisdiction of the Courts of Law in the Republic of Ireland in respect of them.

12.2. Except as provided above, all contracts, between the Seller and the Buyer shall be governed and constructed in accordance with the Laws of England, and the Buyer agrees to submit to the jurisdiction of the Courts of Law in England in respect of them.

13. SEVERABILITY.

13.1. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

14. RISK ASSESSMENTS

14.1. A user should carry out a risk assessment and make sure the selected product is suitable according to current safety guidelines, legal requirements, and industry standards. This condition is particularly relevant when dealing with potentially hazardous or high-risk products. The goal is to ensure that users, consumers, or operators of certain products understand the potential risks associated with their use and take necessary precautions to mitigate those risks.

14.1.1. Workplace Safety: In many industries, employees are required to carry out risk assessments before using specific equipment or machinery. This ensures they understand the potential hazards and use appropriate safety measures.

14.1.2. Consumer Products: Some consumer products, especially those involving potential risks like power tools or chemicals, may come with instructions to conduct a risk assessment before usage.

14.1.3. Medical Devices: Healthcare professionals or caregivers might need to assess the risks associated with using certain medical devices or treatments on patients.

14.1.4. Recreational Activities: Participants in recreational or adventurous activities, such as bungee jumping or rock climbing, may need to evaluate the risks involved before participating.

14.1.5. DIY Projects: Instructions for DIY projects or home improvements might include a recommendation to assess risks and suitability of materials or tools.

In essence, the condition emphasizes personal responsibility and due diligence on the part of the user to understand the risks associated with a product's use and ensure its suitability for their specific situation. By doing so, the user can make informed decisions and take appropriate measures to protect themselves and others from potential harm.

تحتفظ الشركة بصحة المعلومات الواردة في هذا الإعلان

15.1 Protective Clothing for users of Handheld Chainsaws:

Certain products are certified as "Protective Clothing for users of Handheld Chainsaws". These products are marked with a CE Mark and/or a UKCA mark, a chainsaw pictogram, and the EN Standard number (EN381 or EN11393).

Unless a product is marked with this information, it HAS NOT been certified as "Protective Clothing for users of Handheld Chainsaws".

Products that have been certified as "Protective Clothing for users of Handheld Chainsaws" are not guaranteed to give 100 % protection against cutting from a handheld chain saw.

By placing an order through the Website, the Buyer acknowledges and will be asked to confirm that they have read and agreed to these Terms and Conditions of Sale.