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# Mollis Group Standard Terms and Conditions

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## 1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions, the following words and expressions shall have the meaning set out below:

**“Agreement”** means the agreement between Mollis Group and the Customer for the sale of Goods and/or Services, whether such Agreement is concluded by way of a signed Master Services Agreement between Mollis Group and the Customer or by way of an ad hoc Order or series of Orders for Goods and/or Services made by the Customer with Mollis Group and which is accepted by Mollis Group in accordance with these Terms and Conditions;

**“Charges”** means the fees or charges payable by the Customer for Goods and/or Services, as such fees or charges are set out in each Order Form or are otherwise notified by Mollis Group to the Customer (for example, at the point of sale or (subject to Mollis Group’s confirmation that such fees or charges are current) in any marketing materials (including on Mollis Group’s website);

**“Commencement Date”** is the date specified as such in the Master Services Agreement or, in the absence of an executed Master Services Agreement between Mollis Group and the Customer, the Commencement Date shall be deemed to be the date on which Mollis Group first supplies Goods and/or Services in connection with an Order placed by the Customer, and accepted by Mollis Group, in accordance with, and subject to, the provisions of this Agreement;

**“Consumer Customer”** is defined in Clause 22 below;

**“Customer”** is the customer entity described as such on the Master Services Agreement or, in the absence of an executed Master Services Agreement between Mollis Group and the Customer, such other company, partnership, firm, business, individual or other entity as shall place an Order which is accepted by Mollis Group in accordance with, and subject to, the provisions of this Agreement;

**“Documentation”** means the operating manuals, user instructions, technical literature and other related materials (if any) supplied to the Customer by Mollis Group for aiding the use and application of Goods and Services;

**“Goods”** means hardware, software, equipment or other articles or things (or any of them or any part or parts of them) as set out in an Order Form (if applicable) and which shall be provided by Mollis Group (subject to and in accordance with this Agreement);

**“Intellectual Property Rights”** means any and all registered and unregistered copyright patents, design rights, database and compilation rights, marks (and related goodwill), trade secrets and other intellectual property rights, howsoever arising and in whatever media, and any applications for their protection or registration and all renewals and extensions anywhere in the world;

**“Licence”** means, in respect of any Software provided under this Agreement, the relevant third party owner or licensor’s terms and conditions of use applicable to such Software; **“Licensor”** means the relevant third party licensor of Software (i.e. the manufacturer or other third party supplier);

**"Master Services Agreement"** means a master services agreement for the ongoing supply of Goods and/or Services (if any), on Mollis Group's standard form and incorporating these Terms and Conditions, as the same may be amended by written agreement between Mollis Group and the Customer;

**"Order"** means a purchase order for Goods and/or Services placed by the Customer pursuant to Clause 2 below;

**"Order Form"** means Mollis Group's standard order form, as attached to this Agreement or any other order form (including email) which is acceptable to Mollis Group. The parties may agree amendments to the Order Form from time to time during the term of the Agreement;

**"Order Term"** means the period of time over which Mollis Group is to provide Goods and/or Services, as specified in the Order Form (if any) or, if relevant, as otherwise agreed between Mollis Group and the Customer in writing;

**"Privacy Policy"** means Mollis Group's privacy policy as published on Mollis Group's website and amended from time to time;

**"Software"** means any software provided as part of Goods and/or Services and which is specified in the Order Form (if applicable), all in object code form only;

**"Services"** means the installation, support, managed or other services as set out in an Order Form (if applicable) and which shall be provided by Mollis Group (subject to and in accordance with this Agreement);

**"Mollis Group"** means Mollis Group Limited (company number **11853522**) whose registered office is at **Tintagel House, 92 Albert Embankment, London, United Kingdom, SE1 7TY**

**"Terms and Conditions"** means Mollis Group's standard terms and conditions of sale, as set out in this document; and

**"Working Days"** means a day (other than Saturday or Sunday) on which banks are open for business in the City of London.

1.2 Except where the context otherwise requires, words denoting the singular include the plural and vice versa, words denoting any gender include any other genders, and words denoting persons include firms and corporations and vice versa.

1.3 Unless otherwise stated, a reference to:

1.3.1 A Clause is a reference to a clause of this Agreement. Clause headings are for ease of reference only and do not affect the construction of this Agreement;

1.3.2 "include" and "including" shall be construed without limitation; and

1.3.3 any Act of Parliament shall be deemed to include any amendment, replacement or re-enactment thereof then in force and to include any bye-laws, statutory instruments, rules, regulations, orders, notices, directions, consents, licences, conditions or permissions made thereunder.

## **2. ORDER PROCEDURE**

2.1 Whenever the Customer wishes to place an Order for the purchase of Goods and/or Services, the Customer shall complete and sign an Order Form or any other forms used by the Customer and submit that Order Form to Mollis Group for approval (by email or other means as agreed between the parties from time to time). Mollis Group may also, at its discretion, accept Orders by other means, including (without limit) Orders placed in person, by telephone or by email.

2.2 Mollis Group shall be entitled to accept or reject an Order in its discretion by giving written notice (including by email) to the Customer. Wherever it is reasonably practicable to do so, Mollis Group shall notify the Customer as to whether an Order has been accepted no later than 5 Working Days following receipt of an Order Form or Order placed by any other means acceptable to Mollis Group.

2.3 Orders which are accepted by Mollis Group shall be binding on the Customer and may only be cancelled in accordance with this Agreement.

2.4 All Orders placed by the Customer are subject to the availability of Goods and/or Mollis Group's capability to perform Services.

2.5 Requests by a Customer for cancellation of any Order or for rescheduling of deliveries will only be considered by Mollis Group if made in writing, and shall be subject to written acceptance by Mollis Group. Where Mollis Group agrees to cancel or reschedule an Order at the request of the Customer, the Customer agrees to indemnify Mollis Group against all loss, costs (including the cost of labour and materials used and overheads incurred), damages, charges and expenses arising out of the Order and such cancellation or rescheduling.

### **3. TERM**

3.1 This Agreement shall commence on the Commencement Date.

3.2 This Agreement shall continue indefinitely unless and until terminated by either party in accordance with Clause 15 below. The foregoing shall not apply in the event of one off or ad-hoc supplies of Goods and/or Services. In such cases, this Agreement shall terminate automatically within a reasonable period following delivery of the Goods and/or Services and the performance by Mollis Group and the Customer of their respective obligations under this Agreement. Termination in this way shall not affect the statutory rights of any Consumer Customer.

### **4. CHARGES**

4.1 Catalogues, price lists and other advertising literature or material as used by Mollis Group (and as provided to the Customer from time to time) are intended only as an indication to the price and range of Goods and Services available. No prices, descriptions or other particulars contained in such materials shall be binding on Mollis Group.

4.2 All quoted or listed prices for Goods are based on the cost to Mollis Group of supplying the Goods to the Customer (i.e. the manufacturer's list price). If, following acceptance by Mollis Group of the Order, and prior to the delivery of Goods at the Customer's site, the cost of such Goods to Mollis Group shall increase, Mollis Group shall be entitled to give written notice to the Customer of the increased price of such Goods, and the Customer shall have the right to cancel its Order for such Goods by giving written notice to Mollis Group within 5 Working Days. If the Customer does not cancel its Order within such period, the original Order shall continue to be binding on the Customer varied as to the price of the applicable Goods in accordance with the revised price so notified to the Customer (unless an alternative price is agreed between the parties).

4.3 All Charges are exclusive of any taxes, including any excise, sales, use, value added (VAT), withholding and similar taxes and duties. The Customer shall be liable for and shall pay all such applicable taxes at the prevailing rate.

4.4 Except where expressly set forth in Mollis Group's catalogue (i.e., quoted or listed prices), prices do not include delivery charges to the Customer's site or premises, and Mollis Group reserves the right to levy an additional charge for delivering the Goods to any destination advised by the Customer.

### **5. MANUFACTURER'S SPECIFICATION**

5.1 Mollis Group will not be liable in respect of any loss or damage caused by or resulting from any variation for whatever reason in the manufacturer's specification or technical data and will not be responsible for any loss or damage resulting from curtailment or cessation of supply following such variation.

5.2 Mollis Group will endeavour to advise the Customer of any such impending variation as soon as it receives notice thereof from the manufacturer.

## **6. RISK AND TITLE**

6.1 Risk in the Goods shall pass to the Customer on delivery or, if the Customer wrongfully fails to take delivery of the Goods, at the time when Mollis Group has tendered delivery of the Goods.

6.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of this Agreement, the title and property in the Goods, including full legal and beneficial ownership, shall not pass to the Customer until the seller has received in cash or cleared funds payment in full for all goods delivered to the Customer under this and all other contracts between Mollis Group and the Customer for which payment of the full price of the Goods thereunder has not been paid. Payment of the full price of the Goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between Mollis Group and the Customer under which the goods were delivered.

6.3 Until such time as the title and property in the Goods passes to the Customer, the Customer shall hold the Goods as Mollis Group's fiduciary agent and bailee, and shall keep the Goods separate from those of the Customer and third parties and properly stored, protected and insured and identified as Mollis Group's property, but the Customer may resell or use the Goods in the ordinary course of its business.

6.4 Until such time as the title and property in the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold), Mollis Group may at any time require the Customer to deliver up the Goods to Mollis Group and, if the Customer fails to do so forthwith, enter on any premises of the Customer or any third party where the Goods are stored and repossess the Goods. The Customer 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 Mollis Group, but if the Customer does so all moneys owing by the Customer to Mollis Group shall (without limiting any other right or remedy of Mollis Group) forthwith become due and payable.

6.5 The rights and remedies set out in this Clause are without prejudice to any other right or remedy that may be available to Mollis Group.

## **7. DEFECTS AND USE**

7.1 Save as expressly provided, and save to the extent that the exclusion or restriction of liability may be prohibited by statute, Mollis Group shall not be liable for any loss arising out of the use of any of the Goods or the provision of Services. The Customer shall indemnify Mollis Group against all claims made against Mollis Group by any third party relating to the use of any of the Goods or Services by the Customer.

7.2 Unless otherwise specified in an Order Form, the Customer shall be responsible for arranging for all testing and inspection of the Goods upon delivery. Mollis Group shall have no liability for any claim in respect of any defect in the Goods which would be apparent on such inspection.

7.3 A claim by the Customer 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 Customer) be notified to Mollis Group within 7 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 Customer does not notify Mollis Group accordingly, the Customer shall not be entitled to reject the Goods and Mollis Group shall have no liability for such defect or failure, and the Customer shall be bound

to pay the price as if the Goods had been delivered in accordance with this Agreement. Where Goods are so rejected, Mollis Group will not be bound to accept any claim for compensation, indemnity, or refund until liability, if any, has been established or agreed with the manufacturer or supplier and under no circumstances shall the invoiced costs of Goods be deducted or set off by the Customer until Mollis Group has been passed a corresponding credit note by the manufacturer or supplier.

## **8. PAYMENT**

8.1 Mollis Group shall be entitled to invoice for Goods immediately following delivery (including where delivery is made in instalments) and for Services, immediately following their performance, or as otherwise provided in the Order Form.

8.2 The Customer shall pay all invoices for Goods and Services within 30 days of the date of Mollis Group's invoice, unless otherwise specified in the Order Form.

8.3 In respect of corporate Customers only, and notwithstanding Clause 8.1 and 8.2 above, Mollis Group may suspend all deliveries of Goods and/or the performance of all Services and require different payment terms at Mollis Group's discretion in the event that the Customer shall exceed any credit terms notified by Mollis Group to the Customer from time to time.

## **9. DELIVERY**

9.1 Any dates quoted for delivery of the Goods are approximate only and Mollis Group shall not be liable for any delay in delivery of the Goods however caused.

9.2 Time for delivery shall not be of the essence of the Contract unless previously agreed by the Mollis Group in writing. The Goods may be delivered by the Mollis Group in advance of the quoted delivery date on giving reasonable notice to the Customer.

9.3 Quotations or offers of Goods ex-stock are subject to Goods being unsold at the time of receipt of the Customer's written order.

## **10. PERFORMANCE OF SERVICES**

10.1 Mollis Group shall endeavour to perform the Services in accordance with the timing and schedule agreed upon between the parties. Time for the completion of the Services shall not be "of the essence" unless previously agreed by Mollis Group in writing and Mollis Group shall not be liable for any delay in performing the Services however caused.

## **11. NON-STANDARD GOODS**

11.1 Unless otherwise agreed, all Goods are supplied in accordance with the manufacturer's or supplier's standard specifications.

11.2 Subject to Clause 4.2 Mollis Group reserves the right to increase its quoted or listed price or to charge accordingly in respect of any Order accepted for products of nonstandard specifications. Without prejudice to the Customer's right to reject the Goods in accordance with Clause 7.3, Mollis Group will not consider cancellation of an Order for products of non-standard specifications once Order has been accepted in accordance with this Agreement or the return of those Goods following delivery.

## **12. SOFTWARE AND DOCUMENTATION**

12.1 Where Software is provided as part of Goods and/or Services, such Software is supplied under licence of the applicable third party owner or licensor. All proprietary rights in such Software, including title or ownership to the Software, shall remain with the relevant third party owner or licensor of such Software and shall not transfer to the Customer under any circumstances.

12.2 It is the sole responsibility of the Customer to comply with any terms and conditions of any Licence attaching to Software supplied under this Agreement and the Customer is hereby notified that failure to comply with such terms and conditions could result in the Customer being refused a software licence or having the same revoked by the proprietary owner. The Customer's failure to comply with such terms and conditions shall constitute a material breach of this Agreement.

12.3 All Software provided by Mollis Group under this Agreement is supplied "as is". In the event that such Software fails to conform to its product description or proves defective in any other material way, the sole obligation of Mollis Group in connection with the supply of such Software is to obtain and supply a corrected version from the manufacturer concerned provided always that the Customer has notified Mollis Group in writing of such defect or non-conformance to product description within 14 days of the date of delivery of the applicable Software.

#### **12.4 Notwithstanding the provisions of any Licence:**

12.4.1 unless otherwise agreed by Mollis Group, the Customer may only use Software for the purpose (if any) specified in the Order Form;

12.4.2 the Customer may not copy, modify or disassemble Software except to the extent as permitted by applicable law and on prior written notice to Mollis Group;

12.4.3 the Customer shall not remove, alter, cover or obliterate any copyright or other proprietary rights notice used on or in connection with Software without the prior written consent of Mollis Group;

12.4.4 the Customer shall not permit any third party use of the Software whether by way of bureau, timeshare, rental, sub-licence or other service; and

12.4.5 the Customer shall indemnify and keep Mollis Group fully and effectively indemnified on demand against any liability, damage, expense, claim or cost (including reasonable legal costs and expenses) determined under any final judgement or settlement as a result of any breach by the Customer of this Clause 12 and any of the terms or conditions of the Licence.

12.5 Any Documentation which may be supplied by Mollis Group from time to time is supplied "as is" and as provided to Mollis Group by the relevant manufacturer or supplier of Goods or the third party owner or licensor of the Software. Mollis Group makes no representations regarding the Documentation being satisfactory or fit for purpose or otherwise and accepts no liability for defects or errors or otherwise in connection with in the Customer's use of the Documentation.

### **13. WARRANTIES**

13.1 Each party warrants to the other that it has the full right, power and authority to enter into and perform this Agreement and has not entered into any arrangement which in any way conflicts with this Agreement or inhibits, restricts or impairs its ability to perform its obligations under this Agreement.

13.2 Except as expressly provided in this Agreement, Mollis Group expressly disclaims any further representations, warranties, conditions or other terms, express or implied, by statute, collaterally or otherwise, including but not limited to implied warranties, conditions or other terms of satisfactory quality, fitness for a particular purpose or reasonable care and skill.

### **14. LIABILITY**

14.1 Subject to Clause 14.3 below, Mollis Group shall not be liable to the Customer in contract, tort (including negligence), statutory duty, pre-contract or other representations (other than fraudulent misrepresentations) or otherwise arising out of or in

connection with this Agreement for:

(a) consequential, indirect or special loss or damage; or

(b) any loss of goodwill or reputation; or

(c) any economic losses (including loss of revenues, profits, contracts, business or anticipated savings), in each case whether advised of the possibility of such loss or damage and howsoever incurred.

14.2 Subject to Clause 14.3 below, Mollis Group's maximum liability to the Customer in contract, tort (including negligence), statutory duty, pre-contract or other representations (other than fraudulent misrepresentations) or otherwise arising out of or in connection with this Agreement shall:

14.2.1 in respect of any and all loss or damage suffered by the Customer which is attributable to a specific Order, be limited to an amount equivalent to the Charges paid to Mollis Group by Customer under the applicable Order Form; and

14.2.2 in respect of any other loss or damage suffered by the Customer, be limited, in each 12 month period (the first starting on the Commencement Date and each subsequent 12 month period starting on an anniversary of the Commencement Date), be limited to an amount equivalent to the total Charges paid to Mollis Group by Customer during that period.

14.3 Nothing in this Agreement shall exclude or limit liability for death or personal injury resulting from the negligence of either party or their servants, agents or employees acting in the course of their duties.

14.4 Notwithstanding Clauses 13.1 and 13.2, but subject as provided in Clause 14.3 above, Mollis Group shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Customer, nor shall Mollis Group be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow Mollis Group's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without Mollis Group's approval.

## **15. TERMINATION**

15.1 Each party shall have the right to terminate this Agreement on written notice in the event that the other party:

15.1.1 commits any material breach of the terms of this Agreement which, in the case of a breach capable of remedy, is not remedied within 30 days of service of a notice specifying the breach and stating the intention to terminate this Agreement if not remedied; or

15.1.2 holds any meeting with or proposes to enter into or has proposed to it any arrangement or composition with its creditors (including any voluntary arrangement as described in the Insolvency Act 1986); has a receiver, administrator, or other encumbrancer take possession of or appointed over or has any distress, execution or other process levied or enforced (and not discharged within 7 days) upon the whole or substantially all of its assets; ceases or threatens to cease to carry on business or becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or suffers any analogous event.

15.2 Mollis Group may terminate this Agreement immediately upon written notice in the event that there is any change of control of the Customer, or any change in the nature of the Customer's business.

15.3 On termination of this Agreement under this Clause 15, Mollis Group shall have the right (without prejudice to any further or other claims or right which Mollis Group might have) to cancel any uncompleted Order or to cancel or suspend delivery, and payments for any delivery already made shall immediately become due and payable notwithstanding any other provisions of this Agreement.

15.4 On termination of this Agreement, howsoever occurring, any Charges or other sums paid in advance, shall not be refundable in whole or in part.

15.5 Termination of this Agreement shall be without prejudice to any rights, liabilities or remedies of a party accrued before termination nor shall it affect any provision of this Agreement which is expressly intended to come into or continue in force after termination or expiry.

## **16. CONFIDENTIALITY AND DATA**

16.1 During the term of this Agreement and for two (2) years thereafter, each party will treat as confidential all information that they obtain concerning, but not limited to, data, the business, finances, technology and affairs of the other, ("Confidential Information"). Each of the parties will use at least the same degree of care (and not less than a reasonable degree of care) it uses to prevent the disclosure of its own confidential information of like importance, to prevent the disclosure of Confidential Information of the other party. Each party will promptly notify the other party of any actual or suspected misuse or unauthorised disclosure of the other party's Confidential Information.

16.2 The provisions of this Clause 16 shall cease to apply to:

- (i) information that has come into the public domain other than by breach of this Clause or any other duty of confidence;
- (ii) information that is obtained from a third party without breach of this Clause or any other duty of confidence; and
- (iii) information that is required to be disclosed by a regulatory or government body or court of competent jurisdiction with power to compel the disclosure.

16.3 Forthwith upon the termination or expiry of this Agreement each party shall return all licensed and/or confidential materials, and all copies in whole or part, of the other or if requested by the other party, shall destroy them and certify in writing to the other party that they have been destroyed.

16.4 Each party will comply with its obligations pursuant to the Data Protection Act 1998.

16.5 By entering into this Agreement, the Customer gives its informed consents to Mollis Group collecting its personal information from time to time during the course of business, which shall be processed in accordance with the Mollis Group's Privacy Policy.

## **17. FORCE MAJEURE**

17.1 Mollis Group shall not be liable for the cancellation by it of any order or any unfulfilled part thereof or for effecting partial delivery or performance if performance by Mollis Group is prevented or delayed whether directly or indirectly by any cause whatsoever beyond the reasonable control of Mollis Group whether such cause existed or was foreseeable at the date of acceptance of the Customer's Order by Mollis Group or not and without prejudice to the generality of the foregoing any cause shall be deemed to prevent, hinder or delay Mollis Group if Mollis Group is thereby prevented hindered or delayed from fulfilling other commitments whether to the Customer or to third parties.

## **18. NOTICES**

18.1 Any notice given under this Agreement will be in writing and shall be deemed served if hand delivered to the other party or sent by pre-paid post (with or without a facsimile transmission or confirmed email copy) to the address or transmission number of that party as set out in the Cover Page or such other address or number as may be notified under this Agreement by that party from time to time for this purpose.

18.2 Notices will be deemed to be effective on personal delivery, within 48 hours of posting (if the address is in the UK or within 96 hours otherwise), or upon confirmation of receipt of facsimile or email.

## **19. ASSIGNMENT AND SUBCONTRACTING**

19.1 Neither party shall be entitled to assign, transfer, charge or licence the whole or any part of its rights and/or obligations under this Agreement to any party without consent of the other party which, when asked of the Customer, shall not be unreasonably withheld or delayed.

19.2 Mollis Group may engage any person, firm or company as its sub-contractor to perform any of its obligations but shall not be released from any liability therefor.

## **20. GENERAL**

20.1 Relationship Nothing in this Agreement shall be deemed to create a partnership or joint venture or contract of employment of any kind between the parties nor shall it be deemed to grant any authority not expressly set out in this Agreement or create any agency between the parties.

20.2 Entire Agreement Each party confirms that this Agreement sets out the entire agreement and understanding between the parties and that it supersedes all previous agreements, arrangements and understandings between them relating to the subject matter of the Agreement. Each party confirms that it has not relied upon any statement, representation or understanding that is not an express term of this Agreement and shall not have any remedy in respect of any statement, representation or understanding which is not an express term unless made fraudulently.

20.3 Waiver No failure or delay exercise by any party in exercising any right, power or remedy under this Agreement will operate as a waiver of that or any other right, power or remedy nor will any single or partial exercise by either party of any right, power or remedy preclude any further exercise of any other right, power or remedy.

20.4 Severance To the extent that any provision of this Agreement is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of this Agreement, it shall not affect the validity, lawfulness or enforceability of the remainder of this Agreement nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.

20.5 Time of the Essence Time shall not be of the essence except where it is expressly stated to apply.

20.6 Rights of Third Parties Nothing in this Agreement shall create or confer any rights or other benefits whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise in favour of any person other than the parties to this Agreement, save that the parties agree that the Customer is a party to the Licence with the Licensor.

20.7 Further Assurance Each party shall at the cost and expense of the other party use all reasonable endeavours to do all such further acts and things and execute or procure the execution of all such other documents as that party may from time to time reasonably require for the purpose of giving that party the full benefit of the assets, rights and benefits to be transferred to the other party under this agreement.

20.8 Governing Law This Agreement shall be construed in accordance with the laws of England and each party hereby irrevocably submits to the non-exclusive jurisdiction of the courts of England.

20.9 Miscellaneous The rights and remedies of the parties under this Agreement are cumulative and in addition to any rights and remedies provided by law. Any variation to this Agreement must be in writing and agreed by the parties. This agreement may be executed in counterpart.

20.10 Dispute Resolution If any dispute arises between the parties out of this Agreement, the parties shall attempt to settle it by referring it to a Board member of each party. If the dispute is not resolved by such board members within 3 months of such referral then it shall be resolved by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure for a period not exceeding 3 months.

## **21. EXPORT TERMS**

21.1 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 this Agreement, but if there is any conflict between the provisions of Incoterms and this Agreement, the latter shall prevail.

21.2 Where the Goods are supplied for export from the United Kingdom, the provisions of this Clause 21 shall (subject to any special terms agreed in writing between the Customer and Mollis Group) apply notwithstanding any other provision of this Agreement.

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

21.4 Unless otherwise agreed in writing between the Customer and Mollis Group, the Goods shall be delivered fob the air or sea port of shipment and Mollis Group shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.

21.5 The Customer shall be responsible for arranging for testing and inspection of the Goods at Mollis Group's premises before shipment. Mollis Group shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit.

21.6 Payment of all amounts due to Mollis Group shall be made by irrevocable letter of credit opened by the Customer in favour of Mollis Group and confirmed by a bank acceptable to Mollis Group or, if Mollis Group has agreed in writing on or before acceptance of the Customer's order to waive this requirement, by acceptance by the Customer and delivery to Mollis Group of a bill of exchange drawn on the Customer payable 60 days after sight to the order of Mollis Group at a branch of such bank in England as may be specified in the bill of exchange.

21.7 The Customer shall not offer the Goods for resale any restricted country (as specified by the DTI or other UK government agency from time to time) or any country notified by Mollis Group to the Customer at or before the time the Customer's order is placed, or sell the Goods to any person if the Customer knows or has reason to believe that that person intends to resell the Goods in any such country.

## **22. CONSUMER TRANSACTIONS**

22.1 Clauses in this Section 22 shall only apply to the transactions between Mollis Group and the Customers who fall into the category of the Consumers as defined in The Consumer Protection (Distant Selling) Regulations 2000, the Unfair Contract Terms Act 1977, or the Unfair Terms in Consumer Contracts Regulation 1999 ("Consumer Customer").

22.2 Consumer Customer may cancel the Order for any reason by sending a written notice of intention to cancel to Mollis Group within 7 working days from the receipt of the Goods by the Consumer Customer. Consumer Customer shall be responsible for the cost of returning the Goods.

22.3 Notwithstanding Clause 22.2 above, Consumer Customer shall not be able to cancel the contract:

22.3.1 for the supply of Services once the performance of the Services has begun under the Consumer Customer's instruction;

22.3.2 for the supply of Goods made to the Consumer Customer's specifications or clearly personalised or which by reason of their nature cannot be returned;

22.3.3 for the supply of audio or video recordings or computer software if they are unsealed by the Consumer Customer; or

22.3.4 for the supply of newspapers, periodicals or magazines.

22.4 In case the Goods ordered by the Consumer Customer are no longer available and Mollis Group offers substitute Goods, the cost of returning substitute Goods shall be borne by Mollis Group.

22.5 Notwithstanding Clauses 13.2, 22.2 and 22.3 above, if the Goods or Services sold are not as described, of satisfactory quality, the Consumer Customer may request a repair, replacement or refund within fourteen (14) days from the date of receipt by contacting Mollis Group with the proof of purchase. The Consumer Customer may request refund only if the Goods are unopened and in perfect condition accompanied by receipt.

22.6 Nothing in this Agreement shall affect the Consumer Customer's statutory rights.

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