

These Terms and Conditions apply to all quotations, sales, supplies and services provided by KE Fibertec UK Limited, company number 04148002, registered office Unit 5 Fareham Innovation Centre, Meteor Way, Lee-On-The-Solent, England, PO13 9FU, referred to below as "the Seller". The customer is referred to as "the Purchaser".

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Application of these terms

1.1 These Terms and Conditions apply to all quotations, order acknowledgements, sales, supplies and services provided by the Seller, unless otherwise agreed in writing by an authorised representative of the Seller.

1.2 Any terms or conditions submitted by the Purchaser, including purchase order terms, main contractor terms or project-specific commercial conditions, shall not apply unless expressly accepted in writing by the Seller.

1.3 In the event of any conflict between these Terms and Conditions and the Seller's written quotation or order acknowledgement, the order acknowledgement shall take precedence, followed by the quotation, followed by these Terms and Conditions.

1.4 These Terms and Conditions must be provided to, or made available to, the Purchaser before any Contract is formed. The Seller may incorporate these Terms and Conditions by reference in quotations, written order acknowledgements, credit account forms, email correspondence, delivery documentation, invoices or other commercial documents. Where incorporated by reference, the relevant document may include a link to the current Terms and Conditions hosted on the Seller's website, and the version made available to the Purchaser before the Contract is formed shall apply to that Contract.

1.5 In these Terms and Conditions, "Contract" means the agreement between the Seller and the Purchaser comprising the Seller's quotation, the Seller's written order acknowledgement and these Terms and Conditions, together with any other document expressly agreed in writing by the Seller to form part of that agreement.

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Quotations and prices

2.1 Unless stated otherwise in writing, quotations are valid for sixty days from the date of issue.

2.2 All prices are exclusive of VAT, delivery, installation, unloading, lifting equipment, site attendance, commissioning, training, storage and any other services unless expressly included in the quotation.

2.3 The Seller reserves the right to amend a quotation where the Purchaser changes the specification, quantities, site requirements, drawings, delivery address, programme or any other information on which the quotation was based.

2.4 Any budget price, estimate, design comment, airflow visual, drawing or technical proposal issued before order acceptance is provided for guidance only and shall not constitute a binding offer unless confirmed in writing by the Seller.

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Orders and acceptance

3.1 No order shall be binding on the Seller until accepted in writing by the Seller by written order acknowledgement.

3.2 The Purchaser is responsible for checking the order acknowledgement immediately upon receipt, including quantities, dimensions, system layout, colours, materials, suspension type, delivery address, contact details and any project-specific requirements.

3.3 Any error, omission or requested change must be notified to the Seller in writing as soon as possible and, in any event, before manufacture begins.

3.4 Where goods are bespoke, made to order or manufactured to project-specific dimensions, cancellation or alteration may not be possible once the order has been accepted, drawings have been approved or manufacture has started.

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Design information and Purchaser responsibilities

4.1 The Seller's design, selection and quotation are based on the information provided by the Purchaser or the Purchaser's representatives.

4.2 The Purchaser is responsible for ensuring that all information supplied to the Seller is complete, accurate and suitable for the project. This includes, but is not limited to, air volumes, temperatures, available pressure, ceiling heights, duct positions, inlet positions, mounting heights, structural limitations, access requirements, site conditions, room usage, equipment layout and any special environmental conditions.

4.3 Unless expressly agreed in writing, the Seller is not responsible for checking the overall HVAC system design, plant capacity, ductwork upstream of the textile ducting, structural suitability of fixing points, fire strategy, ceiling coordination, controls, balancing, commissioning or compliance of the wider building services design.

4.4 The Purchaser is responsible for ensuring that the products ordered are suitable for the intended application and that any drawings or technical information are approved by the relevant designer, consultant, contractor, client or authority before order placement.

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Drawings, approvals and intellectual property

5.1 All drawings, calculations, designs, software outputs, airflow illustrations, technical proposals and other materials prepared by the Seller remain the property of the Seller.

5.2 Such materials may only be used for the project for which they were issued and may not be copied, reproduced, disclosed or used for manufacture by any third party without the Seller's prior written consent.

5.3 All design features, product know-how, manufacturing methods and patentable or protectable features remain the property of the Seller or its group companies.

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Payment terms

6.1 Unless otherwise stated in the Seller's quotation, order acknowledgement or written email correspondence, payment terms are current month plus thirty days from the date of invoice.

6.2 The Seller may require full or partial payment in advance, particularly for first orders, bespoke goods, overseas deliveries, high-value orders or where the Seller considers that credit risk may exist.

6.3 If any payment is overdue, the Seller may suspend manufacture, delivery, warranty support or any other outstanding obligation until payment is received.

6.4 The Seller reserves the right to charge interest and recover debt recovery costs on overdue commercial invoices in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

6.5 The Purchaser shall not withhold, deduct, set off or counterclaim against any payment due to the Seller unless expressly agreed in writing by the Seller.

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Delivery

7.1 Delivery dates are given in good faith and are estimates only, unless expressly confirmed in writing as fixed dates.

7.2 The Seller shall not be liable for any loss, cost, damage, delay, liquidated damages, loss of profit, loss of programme, site standing time or consequential loss arising from delay in delivery.

7.3 Delivery shall be to the delivery address stated in the order acknowledgement unless otherwise agreed in writing.

7.4 Unless expressly included in the quotation, the Purchaser is responsible for unloading, lifting, distribution of goods on site, storage, protection and checking of goods upon delivery.

7.5 If delivery is delayed due to the Purchaser's actions or omissions, including failure to provide information, approval, payment, access or delivery instructions, the Seller may charge for storage, additional transport or any other costs incurred.

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Risk, title and inspection on delivery

8.1 Risk in the goods shall pass to the Purchaser on delivery.

8.2 Title to the goods shall remain with the Seller until all sums due to the Seller from the Purchaser have been paid in full.

8.3 Until title has passed, the Purchaser shall hold the goods as the Seller's property, store them safely, separately where

practical, and in a way that identifies them as the Seller's property.

8.4 Until title has passed, the Purchaser shall keep the goods insured for their full replacement value and shall not remove, deface or obscure any identifying marks, labels or packaging that indicate the goods are the Seller's property.

8.5 If payment is overdue, the Purchaser becomes insolvent, or the Seller reasonably believes that the Purchaser may not be able to pay its debts as they fall due, the Seller may require the Purchaser to return any goods for which title has not passed. To the extent permitted by law, the Seller may enter the Purchaser's premises, or any third-party premises where the goods are stored, to inspect or recover those goods.

8.6 The Purchaser must inspect the goods upon delivery. Any shortage, visible damage or delivery discrepancy must be notified to the Seller in writing within forty-eight hours of delivery.

8.7 If no written notification is received within that period, the goods shall be deemed to have been delivered complete and in acceptable condition, except for defects that could not reasonably have been identified upon delivery.

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Installation and site works

9.1 Prices do not include installation, site surveys, site attendance, supervision, commissioning, testing, balancing, training, access equipment, permits, inductions, RAMS, parking, welfare, out-of-hours working or any other site services unless expressly included in the quotation.

9.2 Where installation or site services are included, the Purchaser shall provide safe access, suitable working conditions, clear areas, correct fixing points, welfare facilities, permits, parking, unloading facilities and any other site support reasonably required.

9.3 The Seller shall not be liable for delays, additional costs or incomplete works caused by lack of access, unsuitable site conditions, incomplete preceding works, incorrect builder's work, unavailable plant, missing information or other circumstances outside the Seller's reasonable control.

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Storage, handling and maintenance

10.1 The Purchaser is responsible for ensuring that goods are stored, handled, installed, operated, cleaned and maintained in accordance with the Seller's instructions and good industry practice.

10.2 Textile ducting and associated components must be protected from contamination, moisture, impact damage, sharp objects, chemicals, excessive heat, UV exposure, unsuitable cleaning methods and any other conditions that may damage the product.

10.3 The Purchaser is responsible for ensuring that suitable air filtration, cleaning regimes and maintenance procedures are in place for the specific application.

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Warranty

11.1 The Seller warrants that goods supplied shall be free from material manufacturing defects at the time of delivery.

11.2 KE Fibertec products are covered by the warranty terms stated in the KE Fibertec UK warranty information published on the Seller's website at the date of the Seller's order acknowledgement, unless otherwise stated in the quotation or order acknowledgement. This includes the Seller's 10-year non-prorata warranty on applicable KE Fibertec textile ducting materials.

11.3 The applicable warranty cover may vary depending on the product, material type, application, operating environment, cleaning regime and maintenance conditions. The Purchaser should refer to the KE Fibertec UK warranty information for full details of material warranty cover, conditions and exclusions. The Seller may update its website warranty information from time to time, but the applicable warranty for an order shall be the version in force at the date of the Seller's order acknowledgement, unless otherwise agreed in writing.

11.4 The warranty is conditional upon correct storage, installation, operation, cleaning and maintenance, and upon the product being used only for the application and conditions disclosed to the Seller before order acceptance.

11.5 The warranty does not apply to defects, damage or performance issues caused by incorrect installation, misuse, unsuitable storage, inadequate maintenance, poor filtration,

contamination, chemical exposure, mechanical damage, unauthorised alteration, use outside the agreed design parameters, unsuitable site conditions or normal wear and tear.

11.6 The Seller's liability under warranty shall be limited, at the Seller's option, to repair, replacement or supply of replacement parts for the defective item.

11.7 The warranty does not cover labour, access equipment, removal, reinstallation, site costs, loss of use, delay, consequential loss or any third-party costs unless expressly agreed in writing by the Seller.

11.8 In the event of any conflict between these Terms and Conditions and the specific KE Fibertec UK warranty information published on the Seller's website, the product-specific warranty information shall take precedence in relation to warranty cover, provided that these Terms and Conditions shall continue to apply to payment, liability, delivery, title and all other commercial terms.

11.9 Where the Seller has expressly agreed to carry out installation services, the Seller warrants that those installation services will be carried out with reasonable care and skill. Any claim relating to installation workmanship must be notified to the Seller in writing within 12 months of completion of the installation. The Seller's obligation in respect of a valid installation workmanship claim shall, at the Seller's option, be limited to correcting or re-performing the defective installation work. This installation warranty shall not apply to defects or failures caused by site conditions, third-party works, subsequent alteration, misuse, damage, lack of maintenance or matters outside the Seller's reasonable control.

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Returns and bespoke goods

12.1 Goods may not be returned without the Seller's prior written agreement.

12.2 Bespoke, made-to-order or project-specific goods cannot normally be returned or cancelled once accepted, approved, manufactured or dispatched.

12.3 Where the Seller agrees to accept returned goods, the Purchaser shall be responsible for safe packaging, transport, insurance and any restocking or inspection charges notified by the Seller.

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Changes to specification

13.1 The Purchaser may request changes to the specification, quantity, delivery address, programme, packing or other order details.

13.2 The Seller shall not be obliged to accept any change request.

13.3 Where a change is accepted, the Seller may revise the price, delivery date and any other affected terms.

13.4 Any change shall only be binding once confirmed in writing by the Seller.

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Limitation of liability

14.1 Nothing in these Terms and Conditions shall limit or exclude the Seller's liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, breach of title, or any other liability that cannot lawfully be limited or excluded.

14.2 Subject to clause 14.1, the Seller shall not be liable for loss of profit, loss of business, loss of contract, loss of programme, loss of production, liquidated damages, penalties, additional site costs, loss of goodwill or any indirect or consequential loss.

14.3 Subject to clause 14.1, the Seller's total aggregate liability arising out of or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, including liability arising from the acts or omissions of the Seller's employees, agents and sub-contractors, shall not exceed the total price payable by the Purchaser under the Contract.

14.4 The limitations and exclusions of liability in this clause reflect the level and scope of insurance maintained by the Seller. The Purchaser shall be responsible for arranging such insurance as it considers appropriate in respect of any loss, liability or exposure which exceeds, or is excluded by, the limits of liability accepted by the Seller under the Contract.

14.5 Except as expressly set out in the Contract, all warranties, conditions and other terms implied by statute,

common law or otherwise are excluded to the fullest extent permitted by law.

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Force majeure

15.1 The Seller shall not be liable for any failure or delay caused by circumstances beyond its reasonable control.

15.2 Such circumstances may include, but are not limited to, transport disruption, shortage of materials, energy disruption, labour shortages, strikes, lockouts, fire, flood, war, civil disturbance, government action, import or export restrictions, supplier delay, machinery breakdown, pandemic, epidemic or other events outside the Seller's reasonable control.

15.3 If a force majeure event continues for more than 60 consecutive days and materially prevents performance of the Contract, either party may terminate the affected Contract by giving written notice to the other party, without liability for the termination itself. Any rights, liabilities and payment obligations accrued before termination shall remain unaffected.

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Compliance and site regulations

16.1 The Purchaser is responsible for ensuring that the products, installation arrangements and wider system design comply with all applicable laws, regulations, standards, project specifications, fire requirements, health and safety requirements and building control requirements.

16.2 The Seller shall not be responsible for any requirement that was not disclosed to the Seller in writing before order acceptance.

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Confidentiality and data

17.1 Each party shall keep confidential and shall not disclose to any third party any commercial, financial, technical, pricing, design, project or other information received from the other party which is identified as confidential or which would reasonably be understood to be confidential, except where disclosure is required by law or is necessary to professional advisers, insurers, employees or sub-contractors who are subject to appropriate confidentiality obligations.

17.2 Each party shall comply with applicable data protection legislation in relation to any personal data processed in connection with the Contract. The Seller may process business contact details and project information for the purposes of preparing quotations, processing orders, delivering goods and services, providing support, administering the contractual relationship and maintaining business records.

17.3 The obligations of confidentiality in this clause shall not apply to information which is or becomes publicly available other than through a breach of this clause, was lawfully known to the receiving party before disclosure, or is lawfully obtained from a third party without restriction.

17.4 The obligations in clause 17.1 shall continue after completion or termination of the Contract so long as the relevant information remains confidential.

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Severance

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

18.2 No failure or delay by the Seller to exercise any right or remedy under the Contract shall constitute a waiver of that or any other right or remedy.

18.3 The Contract constitutes the entire agreement between the parties in relation to its subject matter and supersedes any prior discussions, correspondence, negotiations, arrangements or understandings relating to that subject matter, except in the case of fraud or fraudulent misrepresentation.

18.4 No variation of the Contract shall be effective unless it is agreed in writing by an authorised representative of the Seller.

18.5 The Purchaser shall not assign, transfer, charge, sub-contract or otherwise deal with any of its rights or obligations under the Contract without the Seller's prior written consent. The Seller may assign or sub-contract its

rights or obligations under the Contract, provided that this shall not reduce the Purchaser's rights under the Contract.

18.6 A person who is not a party to the Contract shall have no right to enforce any term of the Contract.

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Governing law and jurisdiction

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

19.2 The Seller and the Purchaser irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

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Termination

20.1 Without limiting any other right or remedy, the Seller may terminate the Contract immediately by written notice to the Purchaser if the Purchaser: (a) fails to pay any amount due under the Contract and remains in default after written notice requiring payment; (b) commits a material breach of the Contract and, where that breach is capable of remedy, fails to remedy it within 14 days after receiving written notice requiring it to do so; (c) repeatedly fails to comply with its obligations under the Contract in a manner which reasonably justifies the opinion that its conduct is inconsistent with an intention or ability to perform those obligations; or (d) becomes insolvent, is unable to pay its debts as they fall due, ceases or threatens to cease trading, enters administration or liquidation, or becomes subject to an analogous insolvency procedure, in each case to the extent that termination on that ground is permitted by applicable law.

20.2 The Seller may suspend performance of the Contract, including manufacture, delivery, installation or other services, where any circumstance described in clause 20.1 has occurred or where the Seller reasonably considers that the Purchaser may be unable to perform its payment or other material obligations.

20.3 On termination of the Contract, all sums due to the Seller shall become immediately payable and the Purchaser shall pay the Seller for all goods and services supplied up to termination, together with goods manufactured or committed to the Contract, non-cancellable materials and commitments, and any reasonable storage, cancellation, recovery or other costs incurred as a result of the termination.

20.4 On termination, the Seller may require the return of any goods for which title has not passed and may exercise the rights set out in clause 8.5.

20.5 Termination shall not affect any rights, remedies, obligations or liabilities which have accrued up to the date of termination, and any provision which is expressly or by implication intended to continue after termination shall remain in force.