IBEX PUBLISHING LIMITED
15 Queen Square, Leeds, UK, LS2 8AJ,
Companies House Number 13447208, Registered in England and Wales

Document title: Online terms and conditions of supply of goods (B2B).

Document Date: November 2021.

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AGREED TERMS

1. About us

1.1 **Company details.** Ibex Publishing Limited (company number 13447208 (**we** and **us**) is a company registered in England and Wales and our registered office is at 15 Queen Square Leeds, UK, LS2 8AJ

1.2 **Contacting us.** To contact us telephone our customer service team email sales@ibexpub.media. How to give us formal notice of any matter under the Contract is set out in clause 12.2.

2. Our contract with you

1.3 **Our contract.** These terms and conditions (**Terms**) apply to the order by you and supply of goods by us to you (**Contract**). No other terms are implied by trade, custom, practice or course of dealing.

1.4 **Entire agreement.** The Contract is the entire agreement between us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

1.5 **Language.** These Terms and the Contract are made only in the English language.

1.6 **Your copy.** You should print a copy of these Terms or save them to your computer for future reference.

2. Placing an order and its acceptance

2.1 **Placing your order.** Please follow the onscreen prompts to place an order. Each order is an offer by you to buy the goods specified in the order (**Goods**) subject to these Terms.

2.2 **Correcting input errors.** Our order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order [and any specification submitted by you] is complete and accurate.

2.3 **Acknowledging receipt of your order.** After you place an order, you will receive an email from us acknowledging that we have received it, but please note that this does

not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 2.4.

2.4 **Accepting your order.** We will confirm our acceptance to you by sending you an email that confirms that the Goods have been dispatched (**Dispatch Confirmation**). The Contract between you and us will only be formed when we send you the Dispatch Confirmation.

2.5 **If we cannot accept your order.** If we are unable to supply you with the Goods for any reason, we will inform you of this by email and we will not process your order. If you have already paid for the Goods, we will refund you the full amount including any delivery costs charged as soon as possible.

3. Our goods

3.1 The images of the Goods on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Goods. The colour of your Goods may vary slightly from those images.

3.2 Although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated on our site have a 5% tolerance.

3.3 The packaging of your Goods may vary from that shown on images on our site.

3.4 We reserve the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirement.

4. Return and refund

4.1 You may cancel the Contract and receive a refund, if you notify us as set out in clause 4.3 within 15 days of your receipt of the Dispatch Confirmation.

4.2 However, this cancellation right does not apply in the case of:

(a) Events, Webinars, Tickets, and/or any right of admittance to any audio visual performance, informative session, or lecture;

(b) sealed audio or sealed video recordings or sealed computer software, once these Goods are unsealed after you receive them; or

(c) any Goods which become mixed inseparably with other items after their delivery.

4.3 To cancel the Contract, must email us at *sales@ibexpub.media*. If you are emailing us or writing to us please include details of your order to help us to identify it. If you

send us your cancellation notice by email, then your cancellation is effective from the date you send us the email. For example, you will have given us notice in time as long as you get your letter into the last post on the last day of the cancellation period or email us before midnight on that day.

4.4 If you have returned the Goods to us under this clause 4 because they are faulty or mis-described, we will refund the price of the Goods.

4.5 If Goods have been delivered to you before you decide to cancel the Contract then you must return them to us without undue delay and in any event not later than 14 days after the day on which you let us know that you wish to cancel the Contract. If we have offered to collect the Goods from you as advised per email, we will collect the Goods from the address to which they were delivered. We will contact you to arrange a suitable time for collection.

5. Delivery, transfer of risk and title

5.1 We will contact you with an estimated delivery date, which will be within 60 days after the date of Dispatch Confirmation. Occasionally our delivery to you may be affected by an Event Outside Our Control. See clause 11 (Events outside our control) for our responsibilities when this happens.

5.2 Delivery is complete once the Goods have been unloaded at the address for delivery set out in your and the Goods will be at your risk from that time.

5.3 You own the Goods once we have received payment in full, including of all applicable delivery charges.

5.4 If we fail to deliver the Goods, our liability is limited to the cost of obtaining replacement goods of a similar description and quality in the cheapest market available, less the price of the Goods. However, we will not be liable to the extent that any failure to deliver was caused by an Event Outside Our Control, or because you failed to provide adequate delivery instructions or any other instructions that are relevant to the supply of goods.

5.5 If you fail to take delivery within 10 days after the day on which we notified you that the Goods were ready for delivery, we may resell part of, or all the Goods and after deducting any reasonable storage and selling costs, account to you for any excess over the price of the Goods or charge you for any shortfall below the price of the Goods.

6. International delivery

6.1 We deliver to the countries listed on our website's policy page (**International Delivery Destinations**). However, there may be some restrictions on some Goods for certain International Delivery Destinations, so please review the information on that page carefully before ordering Goods.

6.2 If you order Goods from our site for delivery to one of the International Delivery Destinations, your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount.

6.3 You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order.

6.4 You must comply with all applicable laws and regulations of the country for which the Goods are destined. We will not be liable or responsible if you break any such law.

7. Price of goods and delivery charges

7.1 The prices of the Goods will be as quoted on our site at the time you submit your order. We use all reasonable endeavours to ensure that the prices of Goods are correct at the time when the relevant information was entered onto the system. However, please see clause 7.5 for what happens if we discover an error in the price of Goods you ordered.

7.2 Prices for our Goods may change from time to time, but changes will not affect any order you have already placed.

7.3 The price of Goods excludes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Goods in full before the change in VAT takes effect.

7.4 The price of the Goods does not include delivery charges. Our delivery charges are as advised to you during the check-out process, before you confirm your order. To check relevant delivery charges, please refer to our Delivery Charges page.

7.5 We sell a large number of Goods through our site. It is always possible that, despite our reasonable endeavours, some of the Goods on our site may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that:

(a) where the Goods' correct price is less than the price stated on our site, we will charge the lower amount when dispatching the Goods to you; and

(b) if the Goods' correct price is higher than the price stated on our site, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Goods at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. However, if we mistakenly accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may cancel supply of the Goods and refund you any sums you have paid.

How to pay

7.6 You can only pay for Goods using a debit card or credit card. We accept the following cards: Visa; Mastercard; American Express; Discover and Dinders; China UnionPay; Japan Credit Bureau; Cartes Bancaires.

7.7 Payment for the Goods and all applicable delivery charges is in advance. We will not charge your debit card or credit card until we dispatch your Goods.

8. Our warranty for the goods

8.1 The Goods are intended for use only in the UK. We do not warrant that the Goods comply with the laws, regulations or standards outside the UK.

8.2 We provide a warranty that on delivery, the Goods shall:

(a) subject to clause 3, conform in all material respects with their description; and

(b) be free from material defects in design, material and workmanship; and

(c) be fit for any purpose held out by us.

8.3 Subject to clause 8.4, if:

(a) you give us notice in writing within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 8.2;

(b) we are given a reasonable opportunity of examining the Goods; and

(c) we ask you to do so, you return the Goods to us at your cost,

we will, at our option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

8.4 We will not be liable for breach of the warranty set out in clause 8.2 if:

(a) you make any further use of the Goods after giving notice to us under clause 8.3;

(b) the defect arises as a result of us following any drawing, design or specification supplied by you;

(c) you alter or repair the Goods without our written consent;

(d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

(e) the Goods differ from their description or specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

8.5 We will only be liable to you for the Goods' failure to comply with the warranty set out in clause 8.2 to the extent set out in this clause 8.

8.6 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

8.7 These Terms also apply to any repaired or replacement Goods supplied by us to you.

9. Our liability: your attention is particularly drawn to this clause

9.1 References to liability in this clause 9 include every kind of liability arising under or in connection with the Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

9.2 We only supply the Goods for internal use by your business, and you agree not to use the Goods for any resale purposes.

9.3 Nothing in these Terms limits or excludes our liability for:

(a) death or personal injury caused by our negligence;

(b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

(d) any other liability that cannot be limited or excluded by law.

9.4 Subject to clause 9.3, we will under no circumstances be liable to you for:

(a) any loss of profits, sales, business, or revenue;

(b) loss or corruption of data, information or software;

(c) [loss of business opportunity;

(d) [loss of anticipated savings;

(e) loss of goodwill;

(f) any indirect or consequential loss.

9.5 Subject to clause 9.3, our total liability to you for all losses arising under or in connection with the Contract will in no circumstances exceed25% of the price of the Goods.

9.6 Except as expressly stated in these Terms, we do not give any representations, warranties or undertakings in relation to the Goods. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Goods are suitable for your purposes.

10. Termination

10.1 Without limiting any of our other rights, we may suspend the supply or delivery of the Goods to you, or terminate the Contract with immediate effect by giving written notice to you if:

(a) you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 30 days of you being notified in writing to do so;

(b) you fail to pay any amount due under the Contract on the due date for payment;

(c) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or

(d) your financial position deteriorates to such an extent that in our reasonable opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.

10.2 Termination of the Contract shall not affect your or our rights and remedies that have accrued as at termination.

10.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

11. Events outside our control

11.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).

11.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

(a) we will contact you as soon as reasonably possible to notify you; and

(b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Goods to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

11.3 You may cancel the Contract affected by an Event Outside Our Control which has continued for more than 90 days. To cancel please contact us. If you opt to cancel, you will return (at your cost) any relevant Goods you have already received and we will refund the price you have paid, including any delivery charges.

12. Communications between us

12.1 When we refer to "in writing" in these Terms, this includes email.

12.2 Any notice or other communication given by one of us to the other under or in connection with the Contract must be in writing and by email.

12.3 A notice or other communication is deemed to have been received:

(a) if sent by email, at 9.00 am the next working day after transmission.

12.4 In proving the service of any notice, it will be sufficient to prove, in the case of an email, that such email was sent to the specified email address of the addressee.

12.5 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

13. General

13.1 Assignment and transfer.

(a) We may assign or transfer our rights and obligations under the Contract to another entity.

(b) You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

13.2 **Variation.** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

13.3 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not exercise our rights or remedies against you, or if we delay in doing so, that will not mean that we have waived our rights or remedies against you or that you do not have to comply with those obligations. If we do waive any rights or remedies, we will only do so in writing, and that will not mean that we will automatically waive any right or remedy related to any later default by you.

13.4 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

13.5 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.

13.6 **Governing law and jurisdiction.** This Contract is governed by English law and each party irrevocably agrees to submit all disputes arising out of or in connection with this Contract to the exclusive jurisdiction of the English courts.