

Mesa Vent Ltd: Sales Agreement Terms and Conditions

Section 1: Definitions

- **Business Day:** Refers to any weekday, excluding weekends and public holidays in England, when banks in London are open for transactions.
- **Customer:** Represents the individual(s) or company purchasing goods from Mesa Vent Ltd.
- **Contract:** Denotes any agreement between Mesa Vent Ltd and the Customer for the sale and purchase of goods, inclusive of these Terms and Conditions.
- **Mesa Vent Ltd:** Known as Mesa Vent Limited, a registered company in England under number 15572329, with its main office located at 119 Lancaster Road, Carnforth, Lancashire, LA5 9EE.
- **Goods:** All items agreed upon in the Contract to be supplied to the Customer by Mesa Vent Ltd.
- **Force Majeure Event:** Any uncontrollable circumstance, including but not limited to natural disasters, epidemics, government actions, or labour disputes.
- **Terms and Conditions:** Refers to the provisions outlined in this document, subject to periodic updates.

Section 2: Application of Terms

- a. The Agreement shall be governed by these Terms and Conditions, superseding any conflicting terms or conditions, including those in the Customer's purchase orders or related documents.
- b. Terms or conditions proposed by the Customer shall not form part of the Agreement unless explicitly agreed upon in writing by Mesa Vent Ltd's Managing Director.

Section 3: Description of Goods

- a. The Goods shall be described as per Mesa Vent Ltd's quotation provided to the Customer.
- b. Mesa Vent Ltd reserves the right to modify the Goods' specifications to comply with statutory or regulatory requirements.
- c. Any specifications, samples, or descriptions provided by Mesa Vent Ltd are indicative and do not constitute part of the contractual agreement.
- d. Should the Goods be manufactured according to the Customer's specifications, the Customer shall indemnify Mesa Vent Ltd against any liabilities arising from third-party intellectual property claims.

Section 4: Delivery

- a. Mesa Vent Ltd will provide a delivery note with each shipment, detailing the order number, Goods' type and quantity, and any special instructions.
- b. Delivery of the Goods shall take place at the Customer's designated location upon notification of readiness by Mesa Vent Ltd.
- c. The Customer bears full responsibility for delivery costs from Mesa Vent Ltd's warehouse in Germany to their premises.
- d. Delivery dates provided by Mesa Vent Ltd are estimations, with time not deemed essential unless specified otherwise. Delays due to Force Majeure Events or Customer instructions are not within Mesa Vent Ltd's liability.

Section 5: Non-delivery

- a. The quantity of Goods upon dispatch from Mesa Vent Ltd's premises, as recorded by Mesa Vent Ltd, shall serve as conclusive evidence of the Goods received unless proven otherwise by the Customer.
- b. Mesa Vent Ltd shall not be held liable for non-delivery unless the Customer notifies Mesa Vent Ltd within seven days of the expected receipt date.
- c. In cases of non-delivery, Mesa Vent Ltd's liability is limited to replacing the Goods or issuing a credit note, subject to reasonable timeframes.
- d. If the Customer delays dispatch, Mesa Vent Ltd will store the Goods free of charge for ten Business Days, with subsequent storage incurring additional charges.

Section 6: Risk and Title

- a. Goods become the Customer's responsibility upon delivery initiation.
- b. Title to the Goods remains with Mesa Vent Ltd until full payment is received, including any outstanding amounts.
- c. Until ownership transfer, the Customer must maintain Goods in satisfactory condition and segregate them from other assets.
- d. The Customer may resell or use the Goods before full payment, provided they act as the principal.

Section 7: Pricing and Payment

- a. The price of Goods shall be as per Mesa Vent Ltd's quotation.
- b. Mesa Vent Ltd reserves the right to adjust prices to reflect cost changes due to factors beyond its control or Customer requests.

- c. Prices are exclusive of value-added tax and delivery charges, which will be invoiced separately.
- d. Payment is due within 30 days of the invoice date, with time being essential.
- e. Buyer's Payment Responsibilities: The Buyer agrees to fulfil all payment obligations under this Contract without any deductions, including set-offs, counterclaims, discounts, or abatements, unless mandated by a valid court order requiring Mesa Vent Ltd to reimburse the Buyer an equivalent amount.
- f. Ramifications of Delayed Payment. Should the Buyer fail to remit any sum owed to Mesa Vent Ltd under this Contract by the specified deadline:
 - i. The Buyer shall be held liable to pay interest to Mesa Vent Ltd on the overdue amount from the due date for payment, as determined by the rate set by the Secretary of State under the Late Payment of Commercial Debts (Interest) Act 1998. Interest will accumulate daily until the outstanding amount is settled, irrespective of any preceding or subsequent legal judgments.
 - ii. Mesa Vent Ltd reserves the right, without prior notice to the Buyer and without prejudice to other available remedies, to resell any Goods allocated to the Contract but left unpaid by the Buyer.

Section 8: Quality and Warranty

- a. Mesa Vent Ltd endeavours to transfer any warranties from third-party manufacturers to the Customer where applicable.
- b. Mesa Vent Ltd warrants that Goods will conform to their description, be free from defects, and suitable for their intended purpose for a period of 12 months from delivery.
- c. The Customer must notify Mesa Vent Ltd of any defects within the warranty period, allowing Mesa Vent Ltd the opportunity to repair, replace, or refund the Goods as deemed appropriate.
- d. Mesa Vent Ltd shall not be liable for defects resulting from Customer misuse, unauthorised alterations, or external factors beyond its control.

Section 9: Limitation of Liability

- a. Mesa Vent Ltd maintains product and public liability insurance, with liability capped at £10 million per annum for product liability claims and £10 million per claim for public liability claims.
- b. Liability under the Contract is limited to the total amount paid by the Customer to Mesa Vent Ltd in the preceding 12 months.
- c. Excluded types of loss include but are not limited to loss of profit, sales, agreements, or indirect or consequential losses.

Section 10: Termination

- a. Mesa Vent Ltd reserves the right to terminate the Contract immediately if the Customer breaches its terms and fails to remedy the breach within 14 days of notification.
- b. Mesa Vent Ltd may suspend Goods provision if the Customer becomes subject to insolvency proceedings or fails to make payments when due.
- c. Termination of the Contract shall not affect accrued rights and remedies, with certain provisions surviving termination.

Section 11: Assignment

- a. The Customer may not assign its rights or obligations under the Contract without Mesa Vent Ltd's prior written consent.
- b. Mesa Vent Ltd retains the right to assign, transfer, or deal with its rights or obligations under the Contract as it sees fit.

Section 12: Force Majeure

- a. Neither party shall be liable for failure to perform obligations under the Contract due to Force Majeure Events, with affected performance timelines extended accordingly.
- b. If Force Majeure affects performance for 90 Business Days, either party may terminate the Contract with 14 Business Days' written notice.

Section 13: Communications

- a. All communications regarding the Contract must be in writing and sent by post or email during business hours.
- b. Communications shall be deemed received upon transmission during business hours.

Section 14: Right to Cancel

- a. Customers purchasing Goods for non-business purposes have the right to cancel orders within seven working days of delivery, except for bespoke Goods.
- b. Mesa Vent Ltd agrees to reimburse the Customer within 30 days of cancellation notification, minus any costs incurred for Goods not returned.

Section 15: Entire Agreement

a. The Contract constitutes the entire agreement between the parties, supersedes previous agreements, and excludes any other statements or representations not explicitly outlined in the Contract.

Section 16: General

- a. Each right or remedy under the Contract is without prejudice to any other right or remedy available.
- b. If any provision of the Contract is found invalid, the remaining provisions shall remain in full force and effect.
- c. Failure to enforce or delay in enforcing any provision shall not constitute a waiver of rights.
- d. Only parties to the Contract may enforce its terms, as per the Contracts (Rights of Third Parties) Act 1999.
- e. English law governs the Contract, with disputes subject to the exclusive jurisdiction of English courts.