

Terms and Conditions of sale

1. Scope of Applicability

- a. These General Terms and Conditions of Sale ("GTCS") apply to all sales of goods by LIQUIDSUN LTD. notwithstanding any conflicting, contrary or additional terms and conditions in any purchase order or other communication from you. No such conflicting, contrary or additional terms and conditions shall be deemed accepted by LIQUIDSUN LTD. unless and until we expressly confirm our acceptance in writing.
- b. We reserve the right to change these GTCS at any time. We will give you thirty calendar days' notice of any changes by posting the new terms and conditions on our website, and/or supply the revised terms in all new order confirmation or pro-forma invoices
- c. The version of T&C's that applies will be based on the date on which we issued an order confirmation to you. The weblink always points to the most up to date version, older versions can be requested if this applies to your order confirmation date by sending us an email on info@liquidsunuk.com

2. Offers, Purchase Orders Order Confirmations or Pro-forma Invoices

- a. All offers made by LIQUIDSUN LTD. are open for acceptance within 30 calendar days from the date of issue, unless otherwise specifically stated therein, and are subject to the availability of the goods offered
- b. The ordered quantity of your product may in rare cases deviate up to +/- 10% from the final quantity manufactured and delivered.
- c. Prior to production, your approval of the artwork is required. Tolerances and limitations for each print will be listed on the artwork for approval. LIQUIDSUN LTD. cannot be held liable for incorrect artwork which has been approved by the customer. For colour reference you need to consult a Pantone or CMYK scale.
- d. All purchase orders issued by you shall specify as a minimum the type and quantity of goods requested, applicable unit prices, delivery place and requested delivery dates. No purchase order shall be binding on LIQUIDSUN LTD. unless and until confirmed by LIQUIDSUN LTD. in writing by way of order confirmation.
- e. For all orders, an order confirmation or pro-forma for the total quantity, to which the customer commits to, is created and sent via email.
- f. After placing an order, you must always inspect the order confirmation or pro-forma sent via mail for the ordered product. If you have any objections you are obliged to notify us immediately. If there is no notification within 72 hours of our order confirmation, then it is agreed that the order confirmation and valid and forms the basis of the commercial contract between us
- g. Prior to start of a new product, a finished product specification will be provided for client signatures, this will be the guiding document that will apply to all ongoing discussions.

3. Prices and Terms of Payment

- a. The prices for goods shall be those set forth in our order confirmation or pro-forma invoice.
- b. All prices are exclusive and subject to taxes, impositions and other charges, including, but not limited to, sales, use, excise, value added, and similar taxes or charges imposed by any government authority.
- c. All price offers are only valid upon payment on time. LIQUIDSUN LTD. reserves the right to a late payment fee of £25+Interest on overdue days @ an interest rate of BOE base rate+5% p.a.
- d. If you fail to pay any invoice within seven calendar days of the due date of payment, we may suspend delivery of any purchase order or any remaining balance thereof until payment is made or terminate delivery of any purchase order or any remaining balance thereof by providing written notice of termination to you within seven calendar days of the expiration of the grace period. Furthermore, you may incur late payment charges as per 3(c). This shall be in addition to, and not in limitation of, any other rights or remedies to which we are or may be entitled by law or in equity.

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- e. You must submit such financial information from time to time as may be reasonably requested by LIQUIDSUN LTD. for the establishment or continuation of payment terms. We reserve the right to modify the agreed payment terms at our discretion, without prior notice. Such modifications may include requiring payment in advance, payment upon delivery, bank guarantees, letters of credit, or other similar arrangements.
- f. Title to goods delivered shall remain vested in LIQUIDSUN LTD. and shall not pass to you until the goods have been paid for in full. If you fail to pay any invoice within 14 calendar days of the due date of payment, we may retake the goods covered by the invoice. You must insure all goods delivered to their full replacement value until title to the goods has passed to you

4. Terms of Delivery and Late Delivery

- a. Unless expressly stated otherwise in our order confirmation or pro- forma invoice, all deliveries of goods are offered on an EXW basis (unless otherwise agreed with you). The risk of loss of or damage to goods shall pass to you in accordance with the agreed delivery term

5. Acceptance of goods

- a. You must inspect goods delivered upon receipt. Any carton, case and/or package that shows any sign of damage must be opened immediately upon delivery. You are deemed to have accepted goods delivered unless a written notice of rejection, specifying the reasons for the rejection, or delivery shortage, is received by the carrier at the time of delivery and LIQUIDSUN LTD. to info@liquidsunuk.com within two working days after delivery of the goods
- b. Opened in part or fully and/or used goods cannot be returned to LIQUIDSUN LTD. for any reason.

6. Warranty

- a. We warrant that upon delivery the product conforms to release certificate provided. The warranty does not cover damage resulting from misuse, irresponsible storage, negligent handling, lack of reasonable maintenance and care, accident or abuse.
- b. With respect to goods which do not conform to the warranty our liability is limited, at our election, to
 - i. refund of the purchase price for such goods less a reasonable amount for usage
 - ii. replacement of such goods; provided, however, that such goods must be returned to LIQUIDSUN LTD., along with acceptable evidence of purchase, within 10 calendar days after you discovered the lack of conformity or ought to have discovered it.
- c. We make no other warranty, express or implied, with respect to goods delivered hereunder, and the warranty constitutes our sole obligation in respect of any lack of conformity of goods delivered hereunder (except title). We make no warranty with respect to the merchantability of goods delivered or their suitability or fitness for any purpose

7. Intellectual Property Rights Infringement

- a. If any goods delivered hereunder are held to infringe a third party's patent, design, trademark or other intellectual property right and you are enjoined from using same, we will, at our option and expense, (a) procure for you the right to continue using the goods; (b) replace the goods with non-infringing substitutes provided that such substitutes do not entail a material diminution in performance or function; (c) modify the goods to make them non-infringing; or (d) refund the purchase price of the goods less a reasonable amount for usage. The foregoing states our sole liability for intellectual property rights infringement.
- b. If any goods delivered are held to infringe a third party's rights, and if the infringement is caused by patent or formula used by you or any party acting on your behalf, LIQUIDSUN LTD. takes no responsibility and you are obliged to defend, indemnify and hold LIQUIDSUN LTD. and its affiliate harmless for all and any direct and indirect costs related to the infringement.

8. Limitation of Liability

- a. Neither of us will be entitled to, and neither of us shall be liable for, indirect, special, incidental, consequential or punitive damages of any nature, including, but not limited to, business interruption costs, loss of profit, loss or replacement of components/ingredients, removal and/or reinstallation costs, re-procurement costs, loss of data, injury to reputation or loss of customers. Your recovery from us for any

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claim shall not exceed the purchase price for the goods, giving rise to such a claim irrespective of the nature of the claim, whether in contract, tort, warranty or otherwise.

- b. We shall not be liable for any claims based on our compliance with your designs, specifications, components/ingredients, instructions or repair, modification or alteration of any goods by parties other than us or use in combination with other goods.

9. Confidential Information

- a. All non-public information conveyed by a party ("Disclosing Party") to the other party ("Receiving Party") regarding prices, costs, discounts, inventions, planned and existing goods, including the goods packaging, customers and distributors as well as information regarding a party's business or finances and production methods, know-how and concepts used by a Party, is proprietary and confidential.
- b. The receiving Party of such information described above agrees that it will not disclose any such information to others and will advise its employees, officers, directors and consultants of the secrecy of such Confidential Information and take all other steps necessary to protect Confidential Information.

10. Advice

- a. At request, LIQUIDSUN LTD. may furnish such technical or other Advice as it has available with respect to the formulation of products, ingredients and their use. LIQUIDSUN LTD. assumes no obligation or liability for any advice it provides concerning the goods

11. Force Majeure

- a. Either party shall be excused from any delay or failure in performance if caused due to any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of war, fire, insurrection, strikes, lockouts or other serious labour disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the period equal to the period of such excusable interruption. When such events have abated, the parties' respective obligations shall resume. In the event the interruption of the excused party's obligations continues for a period of more than 30 calendar days, either party shall have the right to terminate the applicable contract(s) of sale, without liability, upon thirty calendar days' prior written notice to the other party.

12. Governing Law and Venue

- a. These Terms & Conditions of Sale including all and any other terms entered between the parties shall be governed by, and interpreted, according to the law of England and Wales and all disputes arising under this Agreement (including non-contractual disputes and claims) shall be subject to the exclusive jurisdiction of the English courts
- b. Any dispute or claim between the parties which cannot be settled amicably is to be brought before the English Courts

13. Validity

- a. These Terms & Conditions of Sale are valid and applicable as from 17th March 2025