

1. DEFINITIONS AND INTERPRETATION

- 1.1 In these Terms and Conditions, the following expressions have the following meanings, unless inconsistent with the context:
- 1.1.1 **"Business Day"** any day other than a Saturday or Sunday or a public or bank holiday in England
 - 1.1.2 **"Company"** Ring Ultra Limited (company number 053015131) whose registered office is at Gelderd Road, Leeds, LS12 6NA;
 - 1.1.3 **"Contract"** any contract between the Company and the Customer for the sale and purchase of the Goods formed in accordance with **Condition 2**;
 - 1.1.4 **"Customer"** the person(s), firm or company (whether acting as agent or not) whose order for the Goods is accepted by the Company and where such person(s), firm or company is acting as agent, the term "Customer" shall be deemed to include the principal of such agent;
- 1.1.5 **"Data Privacy Laws"** means all applicable laws that relate to data protection, privacy, the use of information relating to individuals, and/or the information rights of individuals and all laws implementing them, in each case as may be replaced, extended or amended, including, without limitation, the General Data Protection Regulation (EU) 2016/679, the UK GDPR which has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018, the Data Protection Act 2018, Privacy and Electronic Communications (EC Directive) Regulations 2003 as well as all applicable formal or informal guidance, rules, requirements, directions, guidelines, recommendations, advice, codes of practice, policies, measures or publications of the ICO, other relevant regulator and/or relevant industry body, in each case in any relevant jurisdiction(s).

- 1.1.6 **"Force Majeure"** any cause preventing the Company from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable contemplation and control of the Company, including, without limitation, strikes, lockouts or other industrial disputes (whether involving the work force of the Company or otherwise), protest, act of God, war, or national emergency, an act of terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, explosion, flood, storm, epidemic or default of suppliers or subcontractors;
- 1.1.7 any goods which the Company supplies to the Customer (including any item or any part of them) under a Contract; and
- 1.1.8 the standard terms and conditions of sale set out in this document, together with any special terms agreed in writing between the Customer and the Company.

- 1.2 The headings in these Terms and Conditions are for convenience only and will not affect their construction or interpretation.
2. **FORMATION**
- 2.1 Subject to any variation under **Condition 2.6**, the Contract will be upon these Terms and Conditions to the exclusion of all other terms and conditions and all previous oral or written representations, including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order or similar document, whether or not such document is referred to in the Contract.
- 2.2 Each order for Goods will be deemed to be a separate offer by the Customer to purchase Goods upon these Terms and Conditions which the Company shall be free to accept or decline at its absolute discretion. The Contract is formed when the order is accepted by the Company by telephone, e-mail or electronic data interchange.
- 2.3 The Customer must ensure that the terms of its order are complete and accurate.
- 2.4 Acceptance of delivery of the Goods will be deemed conclusive evidence of the Customer's acceptance of these Terms and Conditions.
- 2.5 Subject to **Conditions 7.2** and **13**, the Customer may only cancel the Contract by prior negotiation and agreement with the Company. The Company may cancel this Contract at any time prior to delivery.
- 2.6 Save as set out in the Contract, these Terms and Conditions may only be varied or amended in writing and signed by a director of the Company.

3. THE GOODS AND FORECASTING

- 3.1 All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods or services represented by or described in them. They will not form part of the Contract and this is not a sale by sample.
- 3.2 The Company may make any changes to the specification, design, materials or finishes of the Goods which:
- 3.2.1 are required to conform with any applicable safety or other statutory or regulatory requirements;
 - 3.2.2 do not materially affect their quality or performance.
- 3.3 At the request of the Company, the Customer shall give to the Company:
- 3.3.1 within 5 Business Days of such request, a forecast of the Goods it expects to purchase during the 1 month following that request; and
 - 3.3.2 within 10 Business Days of such request, a forecast of the Goods it expects to purchase during the 3 months following that request.
- 3.4 Forecasts shall be given in writing or, if given orally, shall be confirmed in writing within 5 Business Days. The Customer shall act in good faith when forecasting its requirements for the Goods.
- 3.5 Forecasts provided under this **Condition 3** shall not constitute orders.
- 3.6 For the avoidance of doubt, the Customer acknowledges that nothing in any Contract (including these Terms and Conditions) shall require the Company to supply to the Customer any volume or quantity of Goods that is either in excess of any forecast of the Customer's requirements for the Goods given to the Company under this **Condition 3**, or in the reasonable opinion of the Company, is significantly larger than the volumes or quantities of Goods previously supplied to the Customer by the Company.
- 3.7 The Customer acknowledges that it shall be a condition of the Contract that the Customer shall not, without holding reasonable levels of stock of such Goods, advertise for sale (on-line or otherwise) any of the Goods supplied to it by the Company under the Contract.
- 3.8 The Customer further acknowledges that it shall, in a timely manner, comply with any direction of the Company to ensure compliance with (or otherwise rectify any breach of) **Condition 3.7** above.

4. **PRICE**
- 4.1 The price for the Goods will be the price agreed with the Customer when the Customer accepts an order or, if no price is specifically agreed, the price set out in the Company's price list current at the date of acceptance of order and unless otherwise specified is inclusive of packaging, carriage (subject to minimum carriage paid conditions being met) and insurance of the Goods but exclusive of:
- 4.1.1 any duty, tax or outlays of whatsoever nature levied by the authorities at any port or place for or in connection with the delivery of the Goods; and
 - 4.1.2 any value added tax or other applicable sales tax or duty which will be added to the sum in question.
- 4.2 Recommended resale price: The Company may from time to time recommend a resale price but this is not binding on the Customer and is for guidance only. The resale price at which the Goods are sold shall be determined by the Customer in its sole discretion.
5. **PAYMENT**
- 5.1 The Company may invoice the Customer for the Goods on or at any time after delivery and subject to **Condition 5.4**, payment is due in invoiced currency denomination 30 days after service of such invoice.
- 5.2 Time for payment will be of the essence.
- 5.3 No payment will be deemed to have been received until the Company has received cleared funds.
- 5.4 The Customer shall pay all sums payable to the Company under or in connection with the Contract immediately upon termination of the Contract.
- 5.5 All payments to be made by the Customer under the Contract will be made in full without any set-off, restriction or condition and without any deduction or withholding for or on account of any counterclaim or any present or future taxes, levies, duties, charges, fees, deductions or withholdings of any nature, unless the Customer is required by law to make any such deduction or withholding.
- 5.6 The Company may appropriate any payment made by the Customer to the Company to such of the invoices for the Goods as the Company thinks fit, despite any purported appropriation by the Customer.
- 5.7 Any sums payable under the Contract shall be paid when due then, without prejudice to the Company's other rights and remedies under or in connection with the Contract, the Company shall be entitled to:
- 5.7.1 charge interest on such sum in accordance with the Late Payment of Commercial Debts (Interest) Act 1998; and
 - 5.7.2 suspend deliveries of the Goods until the full outstanding amount has been received by the Company from the Customer.

6. INSTALMENTS

- 6.1 The Company may deliver the Goods by separate instalments or perform any services in stages. Each separate instalment will be invoiced and paid for in accordance with the provisions of the Contract.
- 6.2 Each instalment will be a separate Contract, and no cancellation or termination of any one Contract relating to an instalment will entitle the Customer to repudiate or cancel any other Contract relating to an instalment.
7. **DELIVERY**
- 7.1 Delivery of the Goods will, unless otherwise agreed, be made to the Customer's premises.
- 7.2 The Company will use reasonable endeavours to deliver each of the Customer's orders for the Goods within the time agreed when the Customer places an order and, if no time is agreed, then within a reasonable time, but the time of delivery will not be of the essence. If, despite those endeavours, the Company is unable for any reason to fulfil any delivery or performance on the specified date (or in within a reasonable time (as the case may be), the Company will be deemed not to be in breach of the applicable Contract, nor (for the avoidance of doubt) will the Company have any liability to the Customer for direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill) howsoever caused (including as a result of negligence) by any delay or failure in delivery, except as set out in this condition. Any delay in delivery will not entitle the Customer to cancel the order unless and until the Customer has given (90 days) written notice to the Company requiring the delivery to be made and the Company has not fulfilled the delivery within that period. If the Customer cancels the order in accordance with **Condition 7.2** then:
- 7.2.1 the Company will refund to the Customer any sums which the Customer has paid to the Company in respect of that order which has been cancelled; and
 - 7.2.2 the Customer will be under no liability to make any further payments under **Condition 5.1** in respect of that order or part of the order which has been cancelled.
- 7.3 If the Customer fails to take delivery of any of the Goods when they are ready for delivery or to provide any instructions, documents, licences or authorisations required to enable the Goods to be delivered on time (except solely on account of the Company's default), the Goods will be deemed to have been delivered or performed on the due date and (without prejudice to its other rights) the Company may:
- 7.3.1 store or arrange for storage of the Goods at the Customer's risk until actual delivery or sale in accordance with **Condition 7.3.2** and charge to and recover from the Customer all related costs and expenses (including, without limitation, the cost of storage and insurance); and/or
 - 7.3.2 resell or otherwise dispose of the Goods at the price the Customer to remove the Goods at any time and if the Goods are not so removed, to sell any of the Goods at the best price reasonably obtainable in the circumstances and charge the Customer for any shortfall below the price under the Contract having taken into account any charges related to the sale.

8. RISK AND OWNERSHIP

- 8.1 Risk of damage to or loss of the Goods will pass to the Customer on completion of delivery (or deemed delivery) in accordance with **Condition 7.3**.
- 8.2 Ownership of the Goods will not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:
- 8.2.1 the Goods; and
 - 8.2.2 all other sums which are or which become due to the Company from the Customer on any account.
- 8.3 Until ownership of the Goods has passed to the Customer, the Customer must:
- 8.3.1 hold the Goods on a fiduciary basis as the Company's bailee;
 - 8.3.2 store the Goods (at no cost to the Company) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Company's property;
 - 8.3.3 not remove, destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
 - 8.3.4 maintain the Goods in satisfactory condition insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company, and will whenever requested by the Company produce a copy of the policy of insurance.
- 8.4 The Customer may resell the Goods before ownership has passed to it solely on the following conditions:
- 8.4.1 any sale will be effected in the ordinary course of the Customer's business at full market value and the Customer will account to the Company as its fiduciary for the proceeds of such sale up to the value of the price for the Goods, as agreed under the Contract; and
 - 8.4.2 any such sale will be a sale of the Company's property on the Customer's own behalf and the Customer will deal as principal when making such a sale.
- 8.5 The Customer's right to possession of the Goods or resale under **Condition 8.4** will terminate immediately if any of the circumstances set out in **Condition 13.1** occur.
- 8.6 The Company will be entitled to recover payment for the Goods notwithstanding that title in any of the Goods has not passed from the Company.
- 8.7 The Customer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises (with or without vehicles) where the Goods are or may be stored in order to inspect them, or where the Customer's right to possession of the Goods is terminated, to recover them.
- 8.8 Where the Company is unable to determine whether any goods are the Goods in respect of which the Customer's right to possession has terminated, the Customer will be deemed to have sold all goods of the kind sold by the Company to the Customer in the order in which they were invoiced to the Customer.
- 8.9 On termination of the Contract, howsoever caused, the Company's (but not the Customer's) rights contained in this **Condition 8** will remain in effect.
9. **INTELLECTUAL PROPERTY RIGHTS AND USE OF SUPPORT MATERIALS AND TRADE MARKS**
- 9.1 Copyright, designs, patents, trade marks and all other intellectual property rights, whether registrable or not, ("**Intellectual Property**") in the Goods and the Company's websites, technical literature and promotional materials vest in the Company and shall remain at all times the property of the Company. The Customer shall acquire no rights in the Intellectual Property in the Goods or the Company's websites, technical literature and promotional materials, except as may be expressly provided for in these Terms and Conditions.
- 9.2 Subject to **Condition 9.5**, the Customer will not copy, adapt, issue to the public, transfer or transmit any text or photographs from the Company's websites, technical literature or promotional materials without the prior permission in writing of the Company. Any such unauthorised acts by the Customer, or its agent, will terminate any permissions granted.
- 9.3 Without prejudice to the generality of **Condition 9.1** and **9.2** and subject to **Condition 9.5**, the Customer will not use content from the Company's websites, technical literature or its promotional materials and/or make use of any photographs, listings, descriptions, prices, make any derivative or commercially exploitative use of such websites or its content, download or copy account information, use any data mining, robots or similar data gathering and extraction tool without the prior written consent of the Company. Any such unauthorised use will terminate any permissions granted.

GENERAL CONDITIONS OF SALE

- 9.4 Without prejudice to the generality of this **Condition 9**, any use by the Customer of the Company's "RING", and "RING Ultra" or other brand names of, or trade marks owned by, the Company or any substantially similar sign of the Company, shall be strictly in relation to the Goods and solely for the purpose of fulfilling orders under these Terms and Conditions. Moreover, (and without prejudice to **Condition 9.5**), any use of the Company's brand names or trade marks by the Customer shall be in accordance with the guidance given from time to time by the Company concerning the use of its brand names or trade marks, and in particular the means by which to maintain the integrity and cachet image of the "RING", and "RING Ultra" and other brand names or trade marks.
- 9.5 The Customer agrees that prior to any reproduction or use of:
- 9.5.1 the Company's "RING", and "RING Ultra" trade mark or other brand names of, or trade marks owned by, the Company;
 - 9.5.2 any substantially similar sign of the Company; or
 - 9.5.3 any content from the Company's website, technical literature or promotional material;
- it shall notify the Company of the same in writing (and shall provide accurate and representative samples of such reproduction or use to the Company) and the Customer shall not commence such reproduction or use without the prior written consent of the Company, provided always that if the Company has not expressly objected to such reproduction or use within 28 days of receiving such notification (a "**Notification Period**"), the Company shall be deemed to have provided its prior written consent to such reproduction or use with effect from the end of such Notification Period.
10. **RING ULTRA**
- 10.1 The online resale of Goods branded "RING Ultra" shall be limited to:
- 10.1.1 the Customer's own website; and
 - 10.1.2 operating websites where the domain name includes the retailer's own name.
- 10.2 The online resale of "RING Ultra" Goods is otherwise prohibited on third-party marketplaces and websites.
11. **LIABILITY AND INDEMNITY LIABILITY**
- 11.1 Subject to the Company's returns policy and process, the Company will replace or, at its option, refund the price paid by the Customer for Goods which are proved to the reasonable satisfaction of the Company to be damaged or defective due to defects in material or workmanship. This obligation will not apply where:
- 11.1.1 the Goods have been improperly altered in any way whatsoever, or have been subject to misuse or unauthorised repair;
 - 11.1.2 the Goods have been improperly installed or connected;
 - 11.1.3 any maintenance requirements relating to the Goods have not been complied with;
 - 11.1.4 any instructions as to the storage of the Goods have not been complied with in all respects; or
 - 11.1.5 the Customer has failed to notify the Company of any defect or suspected defect within 14 days of the delivery where the defect should be apparent on reasonable inspection, or within 14 days of the same coming to knowledge of the Customer where the defect is not one which should be apparent on reasonable inspection, and in any event no later than 12 months from the date of delivery.
- 11.2 The Company does not exclude its liability (if any) to the Customer:
- 11.2.1 for breach of the Company's obligations arising under section 12 Sale of Goods Act 1979 or section 2 Sale and Supply of Goods and Services Act 1982;
 - 11.2.2 for personal injury or death resulting from the Company's negligence;
 - 11.2.3 under section 2(3) Consumer Protection Act 1987; or
 - 11.2.4 for any matter which it would be illegal for the Company to exclude or to attempt to exclude or otherwise limit its liability; or
 - 11.2.5 for fraud.
- 11.3 Except as provided in **Conditions 7.2, 11.1** and **11.2**, the Company will be under no liability to the Customer whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any injury, death, damage or direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused arising out of or in connection with:
- 11.3.1 any of the Goods (including without limitation, loss or damage arising from the perishable, hazardous, flammable, fragile or brittle nature of the Goods), or the manufacture or sale or supply, or failure or delay in supply, of the Goods by the Company or on the part of the Company's employees, agents or sub-contractors;
 - 11.3.2 any breach by the Customer of the express terms of the Contract;
 - 11.3.3 any use made or resale by the Customer of any of the Goods, or of any product incorporating any of the Goods; or
 - 11.3.4 any statement made or not made, or advice given or not given, by or on behalf of the Company.
- 11.4 Except as set out in **Conditions 7.2, 11.1** and **11.2**, the Company hereby excludes to the fullest extent permissible in law, all conditions, warranties and stipulations, express (other than those set out in the Contract) or implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist in favour of the Customer.
- 11.5 Each of the Company's employees, agents and sub-contractors may rely upon and enforce the exclusions and restrictions of liability in **Conditions 7.2** and **11** and the indemnity in **Condition 11.6** in that person's own name and for that person's own benefit, as if the words "its employees, agents and sub-contractors" followed the word Company wherever it appears in those Conditions.
- 11.6 The Customer agrees to indemnify, keep indemnified and otherwise hold harmless the Company from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profit, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgements which the Company incurs or suffers as a consequence of a direct or indirect breach or negligent performance or failure in performance by the Customer of the terms of the Contract.
12. **FORCE MAJEURE**
- 12.1 The Company will not be in breach of the Contract or otherwise liable to the Customer in any manner whatsoever for any failure or delay in performing its obligations under the Contract due to Force Majeure, provided that it has and continues to comply with its obligations set out in **Condition 12.2**.
- 12.2 If the Company's performance of any of its obligations under the Contract is prevented or delayed by Force Majeure, the Company shall have the right to cancel the Contract at any time and will refund to the Customer a fair and reasonable proportion of any sums paid by the Customer in advance, less any costs and expenses incurred by the Company in connection with the Contract and such further sums as may be a fair and reasonable price for the benefit received by the Customer up to the date of termination.
13. **TERMINATION**
- 13.1 The Company may by notice in writing served on the Customer terminate the Contract immediately if the Customer:
- 13.1.1 is in material breach of any of the terms of the Contract and;
 - 13.1.1.1 the breach is incapable of remedy; or
 - 13.1.1.2 where the breach is capable of remedy, the Customer fails to remedy such breach within 30 days service of a written notice from the Company, specifying the breach and requiring it to be remedied;
 - 13.1.1.3 Failure to pay any sums due in accordance with **Condition 5.1** is a material breach of the terms of the Contract which is not capable of remedy;
- 13.1.2 has entered into any composition or arrangement with its creditors, has a petition presented by it or by any other person for its bankruptcy, has a bankruptcy order made against it, makes a proposal for or has a proposal submitted for or becomes subject to any voluntary arrangement, is unable to pay its debts when they fall due, has a receiver, manager or administrative receiver appointed over any of its assets, undertakings or income, has passed a resolution for or is subject to a petition presented to any Court for its winding-up (save for the purpose of a voluntary reconstruction or amalgamation), has a provisional liquidator appointed, has an administrator appointed in respect of it or is the subject of an application for administration filed at any court or a notice of intention to appoint an administrator given by any person or dies;
- 13.1.3 has any disclaim, execution or other process levied or enforced on any of its property;
 - 13.1.4 ceases to trade or appears in the reasonable opinion of the Company likely or is threatening to cease to trade within 30 days;
 - 13.1.5 has a change in its senior management and/or control (as defined by section 1124 Corporation Tax Act 2010); or
 - 13.1.6 the equivalent of any of the above occurs to the Customer under the jurisdiction to which the Customer is subject.
- 13.2 The termination of the Contract howsoever arising is without prejudice to the rights, duties and liabilities of either the Customer or the Company accrued prior to termination and the conditions of the Contract which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.
- 13.3 The Company will be entitled to suspend any deliveries otherwise due to occur following service of a notice specifying a breach under **Condition 13.1.1**, until either the breach is remedied or the Contract terminates, whichever occurs first.
14. **GENERAL**
- 14.1 Time for performance of all obligations of the Customer under the Contract is of the essence.
- 14.2 Time for performance of all obligations of the Company under the Contract is not and may not be made by notice of the essence.
- 14.3 Each right or remedy of the Company under any Contract is without prejudice to any other right or remedy of the Company under this or any other Contract.
- 14.4 If any condition or part of the Contract is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from the Contract and will be ineffective without, as far as is possible, modifying any other provision or part of the Contract and this will not affect any other provisions of the Contract which will remain in full force and effect.
- 14.5 No failure or delay by the Company to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.
- 14.6 The Company may assign, delegate, license, hold on trust or sub-contract all or any part of its rights or obligations under the Contract.
- 14.7 The Contract is personal to the Customer who may not assign, delegate, license, hold on trust or sub-contract all or any of its rights or obligations under the Contract without the Company's prior written consent.
- 14.8 Save as set out in **Condition 11.5**, the parties to the Contract do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.
- 14.9 The Contract contains all the terms which the Company and the Customer have agreed in relation to the Goods and supersedes any prior written or oral agreements, representations or understandings between the parties relating to such Goods. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this **Condition 14.9** will exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.
15. **NOTICES**
- Any notice in connection with this Contract must be in writing and may be delivered by hand, post or facsimile to the recipient at its registered office marked for the attention of the Managing Director and will be deemed to have been duly served on delivery (where delivered by hand), 48 hours after being posted (excluding days other than Business Days) or at the time of transmission (if delivered by facsimile) or where transmission occurs after 4.00 pm on a Business Day or on a day other than a Business Day, service will be deemed to occur at 9.00 am on the next following Business Day.
16. **DATA PROTECTION**
- 16.1 Each party shall at all times comply with the Data Protection Laws.
- 16.2 For the purposes of Data Protection Laws, to the extent that any personal data is made available to the Company in connection with the Contract, the Company will process all such personal data in accordance with its privacy policy.
17. **GOVERNING LAW AND JURISDICTION**
- The formation, existence, construction, performance, validity and all aspects whatsoever of the Contract or of any term of the Contract (as well as non-contractual disputes and claims) are governed by English law. Each party irrevocably agrees, for the sole benefit of the Company that, subject as provided below, the courts of England and Wales have exclusive jurisdiction over any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims). Nothing in this Condition shall limit the right of the Company to take proceedings against the Customer in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

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