

Critical Liquid Cooling Ltd

Terms and Conditions of Sale

Version 1.0

1. Definitions and Interpretation

1.1 In these conditions the following definitions apply:

"CLC", "we", "us" or "our" means Critical Liquid Cooling Ltd, a company registered in England and Wales under company number 16339103, whose registered office is at Unit A, 82 James Carter Road, Mildenhall, IP28 7DE.

"Customer", "you" or "your" means the person, firm or company who purchases the Goods or Services from CLC.

"Goods" means the equipment, products and any associated items to be supplied by CLC to the Customer as set out in the Order.

"Services" means any commissioning, testing and validation, support, maintenance or other services to be supplied by CLC to the Customer as set out in the Order.

"Manufacturer" means the manufacturer or supplier of the Goods for which CLC acts as distributor or reseller.

"Order" means the Customer's order for the Goods or Services, whether accepted by CLC in writing or by commencement of performance.

"Quotation" means the written quotation issued by CLC to which these conditions are referenced.

"Datasheet" means the technical datasheet or specification document issued by CLC in respect of the Goods.

"Contract" means the contract between CLC and the Customer for the sale and purchase of the Goods or Services, formed in accordance with clause 2.

1.2 A reference to writing or written includes email.

1.3 Any words following the terms including, include, in particular or any similar expression are illustrative and do not limit the words preceding them.

2. Basis of Contract

2.1 These conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.2 A Quotation is an invitation to treat only and does not constitute an offer. A Quotation is valid for the period stated on it, or if no period is stated, for 30 days from its date of issue.

2.3 The Order constitutes an offer by the Customer to purchase the Goods or Services in accordance with these conditions. The Contract is formed when CLC issues written acceptance of the Order, or (if earlier) when CLC commences delivery of the Goods or performance of the Services, at which point these conditions are incorporated into the Contract.

2.4 Where the Customer's Order, purchase order, electronic portal or any other Customer document contains terms that conflict with or add to these conditions, these conditions prevail unless CLC expressly agrees otherwise in writing signed by CLC. CLC's failure to object to any conflicting or additional terms of the Customer does not operate as acceptance of them or as a waiver of these conditions.

3. Specifications and Performance

3.1 Any description, illustration, capacity rating, performance figure or specification contained in a Quotation, Datasheet, catalogue, or other CLC or Manufacturer material is provided for general guidance and forms part of the Contract only to the extent expressly stated in the Quotation or Datasheet.

3.2 Performance and duty figures are valid only at the operating and site conditions stated in the applicable Datasheet or Quotation, including the stated primary supply temperature, flow rate and approach temperature. Actual performance depends on the Customer's site conditions and system design. CLC gives no warranty that the Goods will achieve any stated performance figure under conditions differing from those stated.

- 3.3 It is the Customer's responsibility to ensure the accuracy of any Order and to satisfy itself that the Goods and Services are suitable and sufficient for the Customer's intended application and site conditions. CLC is not responsible for the selection of Goods where selection is made by or on behalf of the Customer.
- 3.4 CLC reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirement, or where the amendment does not materially affect the quality or performance of the Goods.

4. Price

- 4.1 The price of the Goods and Services is the price set out in the Quotation, or if no price is quoted, the price set out in CLC's published price list current at the date of the Order.
- 4.2 Prices are exclusive of value added tax (VAT), which the Customer shall additionally pay at the rate in force at the tax point.
- 4.3 Unless otherwise stated, prices for Goods are for supply of equipment only and exclude delivery, installation, commissioning, coolant, controls integration and any other services, which if required are subject to separate quotation.
- 4.4 Quoted prices are based on the exchange rates, shipping costs, import duties and Manufacturer prices prevailing at the date of the Quotation. CLC reserves the right, on written notice before acceptance of the Order, to adjust the price to reflect any material change in exchange rates, shipping costs, duties or Manufacturer prices between the date of Quotation and the date of the Order.

5. Payment

- 5.1 Unless otherwise agreed in writing, CLC shall invoice the Customer in accordance with the payment terms stated in the Quotation or Order acknowledgement.
- 5.2 The Customer shall pay each invoice in full and in cleared funds by the due date stated on the invoice, to the bank account nominated in writing by CLC. Time of payment is of the essence.
- 5.3 If the Customer fails to make any payment due under the Contract by the due date, CLC may charge interest on the overdue sum at the rate and on the terms provided by the Late Payment of Commercial Debts (Interest) Act 1998, and recover its reasonable costs of collection.
- 5.4 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law.

6. Delivery

- 6.1 Any dates quoted for delivery are approximate only and time of delivery is not of the essence. CLC is not liable for any delay in delivery that is caused by the Customer's failure to provide adequate delivery or other instructions, or by any delay of the Manufacturer or carrier outside CLC's reasonable control.
- 6.2 Unless otherwise agreed in writing, delivery is completed on the completion of unloading of the Goods at the delivery location stated in the Order, or on collection by the Customer, as applicable. CLC may deliver the Goods in instalments.
- 6.3 If CLC fails to deliver the Goods, its liability is limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. CLC has no liability for any failure to deliver to the extent caused by an event outside its reasonable control, a delay of the Manufacturer, or the Customer's failure to provide relevant instructions.
- 6.4 If the Customer fails to take or accept delivery within five business days of CLC notifying the Customer that the Goods are ready, then except where such failure is caused by an event outside the Customer's reasonable control, delivery is deemed completed and CLC may store the Goods until delivery, whereupon the Customer is liable for all related costs and expenses including storage and insurance.

7. Risk and Title

- 7.1 Risk in the Goods passes to the Customer on completion of delivery.
- 7.2 Title to the Goods does not pass to the Customer until CLC has received payment in full and in cleared funds for the Goods and any other goods or services that CLC has supplied to the Customer in respect of which payment has become due.

- 7.3 Until title passes, the Customer shall hold the Goods on a fiduciary basis as CLC's bailee, store the Goods separately and in a way that they remain readily identifiable as CLC's property, not remove or obscure any identifying mark, and maintain the Goods in satisfactory condition and insured against all reasonable risks.
- 7.4 At any time before title passes, CLC may require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises where the Goods are stored in order to recover them.
- 7.5 The Customer shall inspect the Goods on delivery. Any apparent shortage, visible damage or possible concealed damage must be noted on the carrier's and the Customer's delivery receipt and notified to CLC in writing within five business days of delivery. CLC is not responsible for any such shortage or damage unless notified within that period.

8. Cancellation of Orders

- 8.1 Once an Order has been accepted by CLC, it may not be cancelled by the Customer except with CLC's prior written consent and on terms that indemnify CLC in full against all costs, charges and losses incurred as a result of the cancellation, including any charges levied on CLC by the Manufacturer.
- 8.2 Made-to-order, custom or modified Goods, and Goods ordered by CLC from the Manufacturer specifically to fulfil the Order, may not be cancelled once CLC has placed the corresponding order with the Manufacturer.
- 8.3 CLC may cancel any Order without liability to the Customer (other than to refund sums already paid for undelivered Goods) if the Manufacturer discontinues the Goods or if their supply becomes technically or economically impractical for reasons outside CLC's reasonable control.

9. Returns

- 9.1 Goods may not be returned without CLC's prior written authorisation and a return authorisation reference issued by CLC. Return carriage is prepaid by the Customer and the Goods remain at the Customer's risk until received by CLC.
- 9.2 Where a return of non-defective Goods is authorised, the Goods must be unused, in the original unopened packaging and in a saleable condition, and are subject to a restocking charge notified by CLC at the time of authorisation.
- 9.3 The following Goods are not eligible for return: made-to-order, custom or modified Goods; Goods marked or labelled to the Customer's specification; discontinued Goods; and Goods purchased more than twelve months before the return request. This clause does not affect the Customer's rights in respect of defective Goods under clause 10.

10. Warranty

- 10.1 CLC warrants that on delivery the Goods shall conform in all material respects with their specification and be free from material defects in materials and workmanship. The warranty period is the period stated in the Quotation or Datasheet, or if none is stated, the shorter of (a) twelve months from the date of delivery of the Goods to the Customer, and (b) fourteen months from the date of delivery of the Goods by the Manufacturer to CLC. This reflects the warranty period available to CLC from the Manufacturer, which runs from delivery to CLC and not from the Customer's in-service date.
- 10.2 The warranty in clause 10.1 is given on a back-to-back basis with the warranty provided to CLC by the Manufacturer. CLC's obligations under this clause are limited to, and conditional upon, CLC being able to enforce the corresponding warranty against the Manufacturer, and in no event shall CLC's warranty obligations to the Customer exceed in scope, duration or remedy those provided to CLC by the Manufacturer.
- 10.3 The warranty does not apply to any defect arising from fair wear and tear, wilful damage, negligence, abnormal operating or site conditions, failure to install, operate, store or maintain the Goods in accordance with instructions, alteration or repair of the Goods by any person other than CLC or without CLC's written approval, or use of the Goods otherwise than for their intended purpose or under conditions differing from those stated in the applicable Datasheet.
- 10.4 Claims for defects, shortages or non-conformities apparent on inspection must be made in writing within fifteen days of delivery. All other warranty claims must be made in writing within the warranty period. On any valid claim, CLC shall acknowledge the claim within five business days and operate a documented return material authorisation (RMA) process. The Customer shall give CLC a reasonable

opportunity to examine the Goods and, if requested, return them in accordance with clause 9. Claims not made within the applicable period are barred.

10.5 CLC's sole obligation under the warranty is, at CLC's option, to repair or replace the defective Goods or the defective parts, or to refund their price. Where warranty work is carried out on site, the supply of replacement parts or units is covered by the warranty, but CLC's on-site labour, travel, attendance and re-commissioning are chargeable at CLC's applicable rates unless separately included in a service agreement or expressly stated as included in the Quotation.

10.6 Except as expressly set out in these conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

11. Services

11.1 Where the Order includes Services, CLC shall perform those Services with reasonable care and skill, in a good and workmanlike manner, and by personnel of the experience and competence to be expected of a reputable firm providing comparable services.

11.2 Any dates for performance of the Services are estimates only. CLC shall use reasonable endeavours to meet them but they are not of the essence, and performance is subject to the Customer providing safe and timely site access and any information, facilities and cooperation reasonably required.

11.3 Any warranty claim in respect of the Services must be made in writing within six months of the date the Services were performed. CLC's sole liability, and the Customer's sole remedy, for breach of the warranty in clause 11.1 is, at CLC's option, to re-perform the affected Services or to credit the Customer for the affected Services.

11.4 Where CLC performs Services in accordance with the Customer's design, specification, drawings or instructions, the Customer is responsible for their accuracy and adequacy, and shall indemnify CLC against any liability, loss or claim arising from CLC's performance of the Services in accordance with them.

12. Onward Warranties and Indemnity

12.1 Where the Customer resells or supplies the Goods or Services to a third party, the Customer shall not give any warranty, representation or undertaking in respect of the Goods or Services that is broader or more onerous than the warranties given by CLC under these conditions.

12.2 The Customer shall indemnify CLC against any liability, loss, damage, cost or expense arising from any warranty, representation or undertaking given by the Customer to a third party that exceeds the warranties given by CLC under these conditions.

13. Discontinued Products and Spare Parts

13.1 CLC has no obligation to stock or continue to supply any Goods, spare parts or replacement parts. The Manufacturer may modify or discontinue any product or product line at any time, and CLC's liability in that event is limited to refunding any sums paid for Goods ordered but not delivered.

13.2 CLC will use reasonable endeavours to source spare or replacement parts on request at its prices current at the time, subject to availability from the Manufacturer.

14. Limitation of Liability

14.1 Nothing in these conditions limits or excludes CLC's liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation, for breach of the terms implied by section 12 of the Sale of Goods Act 1979, or for any other liability that cannot be limited or excluded by law.

14.2 Subject to clause 14.1, CLC shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profit, loss of business, loss of revenue, loss of anticipated savings, loss of or damage to data, loss of use, cost of downtime, wasted expenditure, or any indirect or consequential loss arising under or in connection with the Contract.

14.3 Subject to clause 14.1, CLC's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall in no circumstances exceed the total price paid by the Customer for the Goods and Services under the Contract.

14.4 The Customer acknowledges that the Goods form part of a wider system designed, installed and operated by the Customer or by third parties, and that CLC has no control over and accepts no liability

for the design, installation, integration, operation or maintenance of that wider system, save in respect of the Goods and Services CLC supplies and to the extent set out in these conditions.

15. Software Licence and Software Warranty

- 15.1 Where the Goods are supplied with, or contain, software, firmware or a monitoring or control application ("Software"), all rights, title and interest in the Software remain with the Manufacturer or its licensor and are not transferred to the Customer.
- 15.2 The Customer is granted a non-exclusive, non-transferable licence to use the Software in object code form solely in connection with the Customer's use and operation of the Goods, on the terms of any applicable Manufacturer or third party (including open source) licence, which prevail over these conditions in respect of that Software.
- 15.3 The Software is provided on an "as is" basis. To the fullest extent permitted by law, CLC gives no warranty that the Software will meet the Customer's requirements, operate without interruption or error, or function with any hardware or software not supplied by CLC. The Customer shall promptly install any updates or patches made available.

16. Intellectual Property

- 16.1 All intellectual property rights in or arising out of the Goods, the Software, their specifications, and any related documentation remain the property of CLC or the Manufacturer, as applicable. Nothing in the Contract transfers any such rights to the Customer, except the right to use the Goods and Software for the purpose for which they are supplied.
- 16.2 The Customer shall not reverse engineer, decompile, disassemble or otherwise attempt to derive the design, source code or construction of the Goods or Software, except to the extent such restriction is prohibited by law.
- 16.3 The Customer shall not copy any of CLC's or the Manufacturer's printed matter, product literature or copyrighted material without prior written consent.

17. Trademarks and Brand Use

- 17.1 The Customer acquires no right in any trade mark, trade name, logo or brand of CLC or the Manufacturer ("Marks"). The Customer shall not use any Marks, claim any affiliation with CLC or the Manufacturer, or benefit from the goodwill in any Marks, without CLC's prior written consent.
- 17.2 The Customer shall not remove, obscure or alter any Marks, copyright notices or other proprietary notices applied to the Goods, their packaging or documentation.

18. Confidentiality

- 18.1 Each party shall keep confidential all technical or commercial know-how, specifications, pricing and other confidential information disclosed to it by the other party, and shall use it only for the purposes of the Contract. The Customer shall not disclose the pricing or contents of any Quotation or Order to any third party without CLC's prior written consent.
- 18.2 This clause does not apply to information that is or becomes public through no breach, was lawfully held before disclosure, or is required to be disclosed by law or regulation.

19. Force Majeure

- 19.1 CLC is not in breach of the Contract nor liable for any delay in performing, or failure to perform, any of its obligations if such delay or failure results from an event or circumstance beyond its reasonable control, including acts of God, war, civil unrest, epidemic or pandemic, government action, import or export restrictions, failure or delay of the Manufacturer, suppliers or subcontractors, shortage of materials, transport or fuel, or industrial disputes.
- 19.2 If the event continues for a continuous period of more than 60 days, either party may terminate the Contract by giving 14 days written notice to the other party.

20. Compliance with Laws

- 20.1 Each party shall comply with all applicable laws and regulations relating to the Goods and Services, including all applicable anti-bribery and anti-corruption laws (including the Bribery Act 2010).

- 20.2 The Customer shall comply with all applicable export control, trade sanctions and import laws of the United Kingdom, the European Union and any other applicable jurisdiction. The Customer shall not export, re-export, sell, supply or transfer the Goods, Software or related technology, directly or indirectly, in breach of any such controls or sanctions, or to any restricted party, territory or prohibited end use.
- 20.3 The Customer acknowledges that these obligations apply where the Customer acts as a dealer, distributor or reseller of the Goods, and shall obtain any licence required before onward supply where applicable. Breach of this clause is a material breach of the Contract, and the Customer shall indemnify CLC against any liability, loss, penalty or cost arising from the Customer's breach.

21. Termination

- 21.1 Without limiting its other rights, CLC may terminate the Contract with immediate effect by written notice if the Customer commits a material breach and (if remediable) fails to remedy it within 14 days of being notified in writing, fails to pay any amount due on the due date, or becomes insolvent or unable to pay its debts.
- 21.2 On termination, the Customer shall immediately pay all outstanding invoices and interest, and any Goods delivered but not paid for shall be returned or paid for at CLC's option. Any provision intended to survive termination shall continue in full force.

22. General

- 22.1 Assignment. The Customer shall not assign or transfer any of its rights or obligations under the Contract without CLC's prior written consent. CLC may assign, transfer or subcontract any of its rights or obligations under the Contract.
- 22.2 Entire agreement. The Contract constitutes the entire agreement between the parties and supersedes all previous agreements, understandings and representations, whether written or oral. The Customer acknowledges that it has not relied on any statement or representation not set out in the Contract.
- 22.3 Variation. No variation of the Contract is effective unless agreed in writing and signed by an authorised representative of CLC.
- 22.4 Waiver. A failure or delay by CLC to exercise any right or remedy is not a waiver of that or any other right or remedy.
- 22.5 Severance. If any provision of the Contract is found to be invalid or unenforceable, it shall be modified to the minimum extent necessary, or if that is not possible deleted, without affecting the validity of the remaining provisions.
- 22.6 Third parties. A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 22.7 Notices. Any notice given under the Contract shall be in writing and sent to the party's registered office or principal place of business, or such other address as notified in writing. The relationship between the parties is that of independent contractors.

23. Governing Law and Jurisdiction

- 23.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), is governed by and construed in accordance with the law of England and Wales.
- 23.2 Each party irrevocably agrees that the courts of England and Wales have exclusive jurisdiction to settle any such dispute or claim.