

XQSIT LIMITED

General terms and conditions

XQSIT LIMITED registered with Companies House, company number 10253960, company address UNIT 5, Martinbridge Trading Estate, Enfield, EN1 1SP (hereinafter referred to as „**Seller**“), issues these general terms and conditions (hereinafter „**GTC**“), governing rights and obligations between the Seller and his customers, purchasers, specified below (hereinafter „**Buyer**“; the Seller and Buyer jointly also as „**Parties**“), with applicability of the GTC for all future legal relations established between the Parties in any form.

1. Seller's information

1.1. Contact information:

- a) Mailing address: address UNIT 5, Martinbridge Trading Estate, Enfield, EN1 1SP
- b) Business premises: address UNIT 5, Martinbridge Trading Estate, Enfield, EN1 1SP (hereinafter „**Premises**“),
- c) Contact email: info@xqsit.co.uk
- d) Telephone: 020 3490 1320
- e) Mobile phone: 07792894099

1.2. Bank account

- a) Barclays UK – name: Xqsit Limited, account number: 80757551, sort code 20-46-60

2. Basic Provisions

- 2.1. The Seller operates in legal relations under these GTC on the basis of a valid business license, and is also according to other essentials fully authorized to exercise this activity and establish legal relations with third parties.
- 2.2. The subject of legal relations between the Seller and the Buyer is essentially a diverse range of stabilized plants, decorations and any other goods offered by the Seller via brochure and website (hereinafter referred to as "**Goods**")
- 2.3. By conclusion of a purchase agreement (hereinafter "**Agreement**"), the Seller sells Goods in accordance with provisions of Article 2.2 of these GTC, and the Buyers buys these Goods. The Buyer is obliged to collect the Goods and pay the price given in these GTC. Consequences for breach of these obligations are given below.
- 2.4. The Seller sells Goods exclusively as a wholesaler, wherefore the Buyers are natural persons operating on the basis of a valid business license or other natural persons who have a valid identification number on the date of the conclusion of the Agreement, or duly established legal persons in accordance with applicable legislation. Such Buyers can either be end users, or they can resell the Goods.
- 2.5. The provisions of these GTC do not restrict the Parties from negotiating mutual rights and obligations individually, with explicit exclusion of the use of the GTC or a part thereof in the Agreement. In the absence of such explicit exclusion and current contradiction of specific provisions of the Agreement and GTC, the Agreement shall be used preferably.
- 2.6. Delivery between the Parties is done primarily via email or in person, unless otherwise provided by these GTC. Expressly specified documents are delivered primarily via postal service, where they are considered delivered upon:
 - a) accepted package;
 - b) denial of acceptance;
 - c) expiry of the ten-day storage period, even if the addressee had no knowledge of the deposition;
 - d) in case of doubt, on the third day after proved sending of the package.
- 2.7. The Parties are required to notify each other of changes in identification or other information that could affect the performance of the Agreement. If a Party fails to fulfill this obligation, it runs the risk of secondary liability.

3. Rules of Using the Goods

- 3.1. To maintain long-term quality of the Goods and the right to a warranty under provisions of Article 8. of these GTC, it is imperative to observe the following rules of using the Goods:
 - a) The Goods are intended exclusively for use indoors at a temperature of 10-25°C, with optimum humidity of 65%.
 - b) The Goods must not come into contact with water and can not be placed in a humid environment.

- c) The Goods should not be exposed to direct sunlight, or placed near light sources, especially sources emitting thermal radiation (light bulbs).
 - d) The Goods should not be placed near heat sources.
 - e) The Goods should not be placed on varnish or oil surfaces. This provision applies only when the stabilized plants are directly touching such surfaces. If the stabilized plant is in a ceramic or other container, then this rule does not apply.
- 3.2. The goods are generally maintenance free, a damp cloth or a hair dryer with cold air function are used for removing ordinary dirt or dust particles.

4. Procedure for Concluding the Purchase Agreement and the Basic Essentials

- 4.1. The Buyer fundamentally selects Goods, which will become the subject of the Agreement, from catalogues and related materials of the Seller. He/she shall subsequently order the selected Goods from the Seller.
- 4.2. Ordering the Goods and concluding the Agreement takes place in the following ways:
- a) by phone order;
 - b) by email;
 - c) in person with a competent employee in the Premises;
 - d) in person with a competent employee/sales representative of the Seller outside the Seller's business property;
 - e) through online form.
- 4.3. Under the following conditions, the Buyer orders Goods from the Seller in accordance with Art. 4.1 pursuant to Art. 4.2 items a), b), c), d) and e).
- 4.4. Each order must specify the type, quantity and any other essentials of the Goods. The ordering subject must also be distinct, ideally including information under Art. 5.1.2 of these GTC.
- 4.5. The Buyer submits a proposal for concluding an Agreement with the delivery of the order. The Agreement is concluded upon explicit acceptance of the order by the Seller. Acceptance with a stipulation or amendment is a new proposal for the conclusion of an Agreement.
- 4.6. Upon the conclusion of the Agreement, the Buyer is fully bound by these GTC, business practices and laws and regulations governing the purchase agreement.
- 4.7. Ownership rights to the Goods pass on to the Buyer upon payment of the purchase price under the conditions of Art. 4. of these GTC.
- 4.8. By conclusion of the Agreement, the Buyer gives his consent to the use of his logo or business name for marketing purposes of the Seller as a reference through any means or media. This consent may be revoked at any time with a written declaration by the Buyer.

5. Price and Payment terms:

- 5.1. All prices of Goods listed are always currently valid and final.
- 5.2. All prices listed by the Seller are exclusive of VAT at the statutory rate, unless stated otherwise.
- 5.3. The price of the Goods is always determined by the Seller, who is entitled to at his own discretion provide a discount or add a surcharge to the Goods.
- 5.4. Payment of the purchase price by the Buyer is implemented in one of the following ways, usually selected by the Buyer:
- a) cash payment, at latest upon receipt of the Goods at the residence of Premises of the Seller or Buyer;
 - b) by bank transfer to the Seller's bank account in advance, ie. before the Goods are sent or prepared for personal collection, within a period of ten (10) days from the confirmation of the order;
 - c) in the event of the Seller's consent, by bank transfer to the Seller's account after the sending/personal collection of the Goods on the basis of an invoice with a maturity of thirty (30) days from the issue. The option of this kind of payment is dependent on the absence of debt owed to the Seller and the existence of at least one previous successful and trouble-free order by the Buyer in the period preceding the current year (ie. regular customer)
- 5.5. In the event of an order of Goods subject to special order from the Seller's suppliers or according to special requirements by the Buyer, the Seller is entitled to claim advance payment amounting to 50% of the total price of the order.

- 5.6. The date of payment of the purchase price shall be the day on which cash is handed over on the basis of a receipt or other confirmation by the carrier, or in the case of cashless payment, by wiring the payment to the Seller's bank account.

6. Delivery Conditions and Packaging:

- 6.1. The Goods can be delivered to the Buyer in the following ways, usually based on the Buyer's choice, with restrictions depending on the amount and size of the Goods:

Method of delivery:	Shipping cost:
Personal collection in the Premises or Showroom of the Seller during opening hours.	Free
Special form of transport abroad and/or at the Buyer's discretion	According to individual circumstances, the Buyer is responsible for the delivery, danger of damage, etc.

- 6.2. The cost of transportation of the Goods is paid by the Buyer, unless agreed otherwise.
- 6.3. The Seller has the right to request that the Buyer pay an additional fee for the transportation of the Goods in the event of objectively difficult transport conditions, depending on the location of the delivery point, season, etc., up to a maximum of 10% of the price of the Goods.
- 6.4. Currently available Goods are ready for collection or expedition (shipped) within five (5) days of the order confirmation. The Seller shall inform the Buyer about the availability of ordered but currently unavailable Goods without major delays. The Seller shall also inform the Buyer about the sending of the order and preparation of Goods for collection.
- 6.5. Goods prepared for collection can be picked up within ten (10) days of the receipt of a notification of their availability. It is understood that with the expiry of this period without proper justification, the resolute condition will have been met and the Contract shall expire.
- 6.6. The Seller reserves the right to change the opening hours of the Premises or the Showroom, especially during state and other holidays, etc., he shall provide further information to contacts under Art. I. GTC.
- 6.7. The Goods are delivered in usual packaging, or packaging intended by technical standards for specific types of Goods and for the agreed transport conditions so as to prevent damage to the Goods during transportation. Unless otherwise specified in the Agreement, the packaging and packaging method is determined by the Seller. Costs of premium packaging (at the request of the Buyer) shall be borne by the Buyer.
- 6.8. The Buyer is always required to thoroughly check the condition of the packaging and the product itself when taking over the Goods. If he finds defects in packaging or the Goods themselves, he is obliged to immediately notify the Seller. If the Buyer fails to fulfill his obligations to check and report on the Goods, it is considered that the goods were handed over in good order, unless subsequently proven otherwise.

7. Warranty, Warranty Period and Claims and Rights from Defective Performance:

- 7.1. The Seller is responsible for defects in Goods, ie. he is responsible for the fact that the Goods have the physical, qualitative and quantitative characteristics according to the Agreement.
- 7.2. All rights from defective performance are governed by regulations of the Consumer Rights Act 2015, unless otherwise specified.
- 7.3. The Seller provides a warranty for the quality of the Goods for the duration of twenty-four (24) months, unless the Parties agree otherwise. The warranty period begins on the date of the receipt of the Goods.
- 7.4. The warranty does not apply to:
- damage to Goods during transportation, the Seller recommends Goods showing immediate signs of damage, ie. damaged packaging, return the Goods to the carrier and notify the Seller, regulations of Art. 7.8 GTC shall be applied accordingly;
 - Goods that were not used in accordance with the rules of its use under Art. III. of these GTC;
 - Goods that have been used for any purpose other than that for which it is made;
 - Goods that have been damaged, destroyed or modified by the Buyer or a third party;

- e) Goods that have been damaged, destroyed or modified by force majeure.
- 7.5. Claims for Goods can be filed during the warranty period with a written notification delivered to the Seller's address stating the claimed defects, along with the defective Goods and a copy of the receipt or other proof of the receipt of the Goods.
- 7.6. The Seller agrees to settle the claim within thirty (30) days of the notification, or the delivery. The limit shall be suspended if the Seller does not receive the Goods and/or a copy of a sales receipt together with the claim. The Buyer will be informed on the absence of the given requirements immediately and asked for them to be sent within a reasonable period.
- 7.7. The justification of the complaint will be decided no later than five (5) working days of the proper claim. In the case of a wrongful claim, the expenses shall be paid by the Buyer.

8. Withdrawal from the Agreement:

- 8.1. Each Party shall be entitled to withdraw from the Agreement in accordance with the law in the event of substantial breach by the other Party or direct threat of such breach, according to provisions of the Consumer Rights Act 2015 governing defective performance or in cases hereunder.
- 8.2. The Seller is entitled to withdraw from the Agreement particularly, but not only, in the case of:
 - a) undelivered Goods at the discovery of the bankruptcy of the Buyer or a direct threat of his bankruptcy and the Buyer's entry into liquidation;
 - b) delay in payment of the purchase price of more than twenty (20) days.
- 8.3. The Buyer is entitled to withdraw from the agreement in the case of:
 - a) unjustified failure to comply with deadlines for settling claims by more than five (5) working days;
 - b) undelivered and unpaid Goods at the discovery of the Seller's bankruptcy or the direct threat of his bankruptcy and the discovery that the Seller is entering into liquidation.
- 8.4. The Buyer is not entitled to withdraw from the Agreement if the subject of the Agreement are Goods that were specially manufactured for the Buyer or modified.
- 8.5. Withdrawal from the Agreement is carried out in writing with effect upon the delivery to the other Party, whereas electronic mail is a sufficient means. A written withdrawal must always contain at least a good indication of the Parties, a reason of withdrawal, unless otherwise provided by these GTC, and also a description of the order, its subject and its date.
- 8.6. Provided performance shall be returned or settled within cumulative fulfillment of conditions:
 - a) delivery of orderly withdrawal,
 - b) entitlement to withdraw,
 - c) in the case of the obligation to return the Goods, fulfillment of conditions for returning Goods.
 - d) The settlement will then take place within fifteen (15) working days of their fulfillment.
- 8.7. Financial performance is returned in the form in which it was received, unless otherwise agreed.

9. Sanctions:

- 9.1. In the case of the Buyer's delay in paying the price of the Goods, the Seller is entitled to demand payment of contractual interest on late payment of 0.05% of the outstanding amount for each commenced day of delay.
- 9.2. In the case of the Buyer's delay in paying the price for Goods that have been discounted by even one day, the Seller is entitled to demand a contractual penalty in the amount of the provided discount.
- 9.3. The Buyer's delay in paying the price of Goods longer than seven (7) days is subject to the obligations of the Buyer to pay the Seller a contractual penalty of 0.05% of the invoiced amount for commenced day of delay.
- 9.4. If the Buyer does not take over the Goods from the carrier or collect them personally in the given period, then the Buyer shall pay the Seller a contractual penalty of 10% of the purchase price and properly billed costs associated with administration, transportation of the Goods, and any other essentials.
- 9.5. The maturity of contractual penalties arises with the expiry of the deadline referred to in the written request for payment of contractual penalties, which shall not be less than seven (7) days, provisions of Art. 5.6 of these GTC shall be applied the same.

- 9.6. The obligation to pay the contractual penalty or its actual payment does not affect the injured Party's right to compensation for claims or non-pecuniary damage.

10. Settling Disputes, Debt Collection

- 10.1. Disputes are resolved primarily amicably. In the case of their failure, these should be resolved by County Courts
- 10.2. In the case of a delay in the payment of the purchase price longer than seven (7) days, the Buyer will be requested to pay via electronic mail with the imposition of an additional period for performance of seven (7) days. If the Buyer fails to fulfill his obligation within the additional period, the Seller shall summon him with a request for payment via postal service. This is subject to a lump sum of administrative and necessary expenses in the amount of £5 (in words: five Pounds). This summon shall meet all the requirements and purposes under provisions.
- 10.3. The Seller reserves the right to immediately assign his receivables for extortion to a collection agency or any person other than the Seller, or to authorize his attorney for extortion. The Parties are entitled to set off receivables against each other, excluding receivables that are uncertain and time barred.
- 10.4. All rights and obligations arising from the Agreement between the Seller and the Buyer are barred within five (5) years from the date of the earliest application of such rights or obligations.

11. Protection of personal data, copyright protection:

- 11.1. The Seller processes or keeps information about the Buyers in accordance with applicable laws of the UK, particularly with The Data Protection Act. With the conclusion of the Agreement, the Buyer agrees to the processing and collection of his personal data in the Seller's database for the facilitation of further communication or conclusion of future Agreements, for a period of five (5) years from the receipt of the Goods, or until a written statement of disagreement from Buyer.
- 11.2. The Buyer has the right to access his personal data and to correct it, including other legal rights to these data. Personal data may be removed from the database upon a written request from the Buyer. Buyers' personal data is fully protected against misuse. The Seller does not give the Buyer's personal data to third persons. External carriers are an exception, to which the Buyer's personal data is given in a minimum extent that is necessary for the delivery of the Goods.
- 11.3. All content of websites, as well as other promotional materials and these GTC, is under the protection of copyright laws, with claims of the Seller or other authorized persons, especially the creators of the Seller's website, against infringement thereof.

12. Confidentiality

- 12.1. All essential terms of the concluded Agreements are considered a trade secret for the purpose of business relations between the Seller and the Buyer, as well as other data, information and communications which by their nature may have a potentially negative impact on especially, but not limited to, the operation or the name of the injured Party. Breach of confidentiality establishes the right of the Seller to claim a penalty in the amount of £ 700 (in words: seven hundred Pounds) for each case of breach. This does not exclude the right to protection of competition or the right to compensation for claims or non-pecuniary damage. Penalty provisions expire after three (3) years from the date of the conclusion of the last purchase agreement between the Parties.

13. Final Provisions:

- 13.1. These GTC, as all legal relations between the Seller and the Buyer, shall be governed by UK law, including the participation of a foreign entity, which means a person with citizenship and permanent residence in a foreign country, or a person based and registered according to foreign law, residing outside the UK.
- 13.2. The interpretation of the GTC conditions and all arrangements of the Agreements are governed by International Rules for the Interpretation of Trade Terms adopted by the International Chamber of Commerce in Paris in 2010 (INCOTERMS 2010).
- 13.3. Unless proven otherwise, all provisions of these GTC shall be deemed valid and enforceable. In the event that any provision appear invalid, such invalidity shall not affect the validity of the GTC and Agreements concluded on their basis as a whole.
- 13.4. These terms and conditions are an integral part of all Agreements and are also available including the original updated form on the Seller's website at www.xqsit.co.uk The Buyer acknowledges that for this reason he can not argue that the GTC were not properly published. The Buyer is obligated to properly read the GTC, which he always does before concluding an Agreement, and the Seller shall remind him of this fact.

13.5. The Seller reserves the right to change these GTC; these changes will appear on the Seller's website. Regular customers will be informed about changes individually at least fourteen (14) calendar days before their effective date.

13.6. These GTC come into affect on August 1, 2017.