

RISBRIDGER Limited - Standard Terms and Conditions of Sale (July 2026)

- 1) In these Risbridger Limited Standard Terms and Conditions of Sale ("**Terms**"):
 - "**Buyer**" means the person/organisation whose offer, as described in an Order, to purchase from Risbridger the Goods from Risbridger as set out in an Order for the Goods, being acceptance of such offer by Risbridger;
 - "**Contract**" means the contract for the sale and purchase of the Goods incorporating the agreed Order and these Terms;
 - "**Goods**" means the goods (including any instalment of the goods or any parts for them) which Risbridger agrees to supply in accordance with the Contract;
 - "**Order**" means Risbridger's 'Order Acknowledgement' form, an acceptance response to the Buyer's offer to buy Goods;
 - "**Risbridger**" means Risbridger Limited (registered in England under number 679728);
 - "**Terms**" are the standard terms and conditions of sale of Goods set out in this document and (unless the context otherwise requires) includes any special terms otherwise agreed in Writing between the Buyer and Risbridger to apply to the Contract;
 - "**Writing**" and any similar expression, includes email and comparable means of communication.
- 2) All Orders are accepted by Risbridger and form the Contract only on the agreement that the Buyer agrees to the quotation (if any), its Order and these Terms (to the exclusion of any other different terms subject to which any such quotation or Order attempted by a Buyer for form part of the Contract, or any such Order is made, purported to be made or changed by the Buyer without Risbridgers' prior Written consent.
- 3) Risbridger is only bound to a Contract once it has formally accepted the Buyer's offer to purchase Goods by Risbridger issuing an Order which is subject to these Terms only.
- 4) Subject to clause 5 below, prices in an Order (or quotation) are for Goods to be supplied Ex-Works (as per Incoterms 2020) meaning carriage is extra and that risk in transit after the Goods leave Risbridger is entirely the Buyer's. Prices are exclusive of any applicable value added tax, which the Buyer shall be additionally bound and liable to pay to Risbridger.
- 5) Notwithstanding clause 4, an Order may state that a different risk/delivery Incoterms 2020 term will apply and if it does then that specified Incoterm 2020 referred to in the Order shall apply rather than Ex-Works.
- 6) Designs of Goods in an Order may be subject to minor changes without notice which the Buyer is agreed to accept. All Goods will be invoiced in accordance with prices ruling in the Order.
- 7) Title to the Goods shall pass to the Buyer only on full payment to Risbridger of their relevant invoice. The risk passes to the Buyer at the moment the Goods leave Risbridger's premises and control as per Ex-Works Incoterms 2020 (or as such specified Incoterm 2020 term may specify). Until such time as title in the Goods passes to the Buyer, the Buyer shall hold the Goods as Risbridger's fiduciary agent and bailee, shall keep the Goods separate from those of the Buyer and third parties and shall properly store, protect and insure and identify them as Risbridger's property.
- 8) The Buyer shall not sell or dispose of the Goods until full payment has first been received by Risbridger. Upon sale of the Goods before payment of Risbridger's invoice, the Buyer shall be in breach of the Contract and shall be immediately liable and bound to pay that invoice in full. Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), Risbridger may at any time require the Buyer to deliver up the Goods to Risbridger and, if the Buyer fails to do so forthwith, it is agreed that Risbridger may enter on any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
- 9) All Orders will be shipped promptly and efficiently. Risbridger will not be liable or responsible for delay in shipment whatsoever the cause as it is agreed to be the Buyer's risk under Ex-Works Incoterms 2020 2020 (or as such specified Incoterm 2020 term may specify). If the Goods (or any instalment) are not delivered due to Risbridger's breach or negligence, Risbridger's liability

- (if any) shall be limited to the price of the Goods to the Buyer (in the cheapest available market) of similar goods to replace those Goods that are not delivered.
- 10) If the Buyer fails to take delivery of the Goods or fails to give Risbridger adequate delivery instructions before the time stated for delivery, then, without limiting any other right or remedy available to Risbridger, Risbridger may:
 - a) store the Goods until actual shipment and charge the Buyer for the reasonable costs (including insurance) of storage by Risbridger prior to shipment; or
 - b) sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.
 - 11) Shortages in shipment or non-delivery must be reported by letter or email to Risbridger at 25 Trowers Way, Holmethorpe, Redhill RH1 2LH (info@risbridger.com) within 10 days of the Risbridger invoice date.
 - 12) Return of Goods to Risbridger is entirely subject to Risbridger's prior written agreement thereof. Any Goods accepted for return are required to be unused and in a re-saleable condition. If they are not, then the Buyer is liable to Risbridger for full immediate payment for the Goods. All Goods accepted for return will also be subject to a minimum additional 20% handling and restocking charge. No "specials" or non-standard items will be accepted for return.
 - 13) Payment terms for approved customer accounts are strictly 100% cleared funds by the end of the month following invoice date. Invoices will be raised on or around the date the Goods are despatched to the Buyer. Risbridger reserves the right to require payment in advance of shipment to which the Buyer agrees. Shipment of Goods may be delayed if any past invoice remains overdue. The Buyer agrees that Risbridger has the right to take out from production and shipping schedules any Orders or Goods to be delivered under any Contracts with the Buyer when it has outstanding and overdue invoices.
 - 14) Save where indicated to the contrary by Risbridger and subject to the below, all Goods are warranted against defects in material and workmanship for a period of 12 months from the date of despatch or three months from the date of the Goods' sale to a customer of the Buyer, whichever is the shorter. This warranty is subject to:
 - a) the Goods being stored and maintained in accordance with Risbridger's written instructions;
 - b) the Goods not being subject to abuse, negligence, accident, misapplication or any alteration from the date the Goods leave Risbridger premises;
 - c) the Goods being used only for the purpose for which they were designed (or their obvious purpose); and
 - d) any Goods claimed to be defective being made available or (at Risbridger's option) being delivered back to Risbridger for inspection.
 - 15)
 - a) Risbridger's liability under the warranty in clause 14 is limited to repair or replacement of the Goods (at the sole option of Risbridger) of any Goods found by it to be defective upon Risbridger's examination provided that such Goods shall be returned for inspection carriage paid, within three months of Written notification of such breach of warranty. Such liability is strictly limited to replacement of defective parts manufactured by Risbridger.
 - b) Subject as expressly provided in these Terms, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all other warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. Where the Goods are sold under a consumer transaction (as defined by the Consumer Rights Act 2015) the statutory rights of the Buyer are not affected by these Terms where not permitted by law.
 - c) Except in respect of death or personal injury caused by Risbridger's negligence, or liability for defective products under the Consumer Protection Act 1987, Risbridger shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for a) loss of profit or b) any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of Risbridger, its employees or agents or otherwise) which arise out of or in connection with the supply or use of the Goods (including any delay in supplying or any failure to supply the Goods in accordance with the Contract or at all), or their use or resale by the Buyer. The entire liability of Risbridger under or in connection with the Contract shall not exceed the price of the Goods as stated in the Order (except as expressly agreed otherwise in Writing by Risbridger).

- d) The Buyer acknowledges that save where Risbridger confirms in writing to the contrary that it has selected the Goods as appropriate for its use and it is not relying on Risbridger in terms of selecting the Goods.
- 16) Risbridger shall not be liable for and the Buyer shall indemnify and hold harmless Risbridger against any claim or loss or damage to any person or property directly or indirectly occasioned by or arising from the installation, use, operation or possession of any of the Goods and (subject to the provisions of the Unfair Contract Terms Act 1977) from negligence (including the use of any part of the Goods otherwise than in accordance with the operating instructions and manuals supplied by Risbridger) or default (including any non-compliance with any obligation of the Contract, and delay, any wrong information and the lack of required information) or misuse on the part of the Buyer or any person or persons other than Risbridger. This indemnity shall extend to any costs and expenses incurred by Risbridger and shall continue in force notwithstanding the termination of the Contract.
- 17) The Buyer is not granted any rights in respect of any intellectual property rights of Risbridger save to the extent that the same are expressly granted to the Buyer by Risbridger in Writing.
- 18) In the event that the Goods or any part of them are manufactured to a design created by or belonging to the Buyer, the following provisions shall apply;
 - a) the Buyer grants Risbridger a right to use all intellectual property rights belonging to it in order to create the Goods;
 - b) if any claim is made against Risbridger that the manufacture or sale of the Goods infringes the intellectual property or other rights of any third party, the Buyer shall, except to the extent that the claim is due to the default of Risbridger, indemnify Risbridger against all damages or other compensation awarded against Risbridger in connection with the claim or paid or agreed to be paid by Risbridger in settlement of the claim and all legal or other expenses incurred by Risbridger in or about the defence or settlement of the claim.
 - c) the Buyer shall have no claim against Risbridger if the Goods are not fit for the purpose for which the Buyer designed them and as such the Buyer takes all liability and responsibility for the installation or use of such Goods.
- 19) This clause 19 applies if:
 - a) the Buyer makes a composition or voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) enters administration or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction), or a moratorium comes into force in respect of the Buyer (within the meaning of the Insolvency Act 1986); or
 - b) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
 - c) the Buyer ceases, or threatens to cease, to carry on business; or
 - d) Risbridger reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer.
- 20) If clause 19 applies then, without limiting any other right or remedy available to Risbridger, Risbridger may forthwith cancel the Contract or suspend any further deliveries under the Contract without any liability whatsoever to the Buyer. If the Goods have been delivered but not paid for then the full price/invoice shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
- 21) All prices for the Goods are exclusive of any applicable value added or any other sales tax (for which the Buyer shall be additionally liable) which may be shown on the invoice.
- 22) All payments shall be made by the Buyer in sterling by transfer in cleared funds to such bank account as Risbridger may from time to time notify in writing to the buyer.
- 23) English law shall apply to the interpretation of the Contract and these Terms or any dispute arising thereunder; and the parties agree that the English High Court shall have the exclusive jurisdiction to adjudicate any disputes between the parties arising out of, in connection with or as a result of circumstances related to the Contract.