



1. Application and entire agreement

1.1 These terms and conditions (**Terms**) will apply to the supply of goods by OKO Global LLP (Company Registration number OC363642) (**We/Us/Our**) to You. Please read these Terms carefully before You submit an order to Us.

1.2 The Order constitutes an offer by You to purchase the Goods in accordance with these Terms. You are responsible for ensuring that the details of the Order and any applicable specification are complete and accurate.

1.3 The Order will be deemed to have been accepted by You when We issue a written acceptance of the Order (an **Order Confirmation**), at which point the Contract shall come into existence.

1.4 These Terms apply to the Contract to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

1.5 This Contract constitutes the entire agreement between Us and You and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between Us and You, whether written or oral, relating to its subject matter.

2. Interpretation

2.1 The definitions and rules of interpretation in this clause apply in these Terms.

Business Day: any day other than a Saturday, Sunday or bank holiday in England and Wales.

Contract: the Order together with these Terms.

Goods: any goods set out in the Order (including any part or parts of them).

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such

rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world in or associated with the Goods.

Order: Your written instruction to purchase the Goods, for which we issue an Order Confirmation in accordance with clause 1.3.

You: you, being the person, firm or company to whom We supply Goods and “**Your**” shall be construed accordingly.

2.2 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

2.3 The headings in these Terms are for convenience only and will not affect their interpretation.

2.4 Words imparting the singular shall include the plural and vice-versa.

2.5 A reference to “**writing**” or “**written**” includes emails.

3. Goods

3.1 The description of the Goods is set out in the Products page of Our website www.oko.com, unless expressly modified in Our quotation. In placing an Order, You acknowledge that You have not relied upon any statement, promise or other representations about the Goods by Us.

3.2 We reserve the right to make any changes to the specification of the Goods which are required to conform to any applicable safety or other statutory or regulatory requirements.

4. Price

4.1 The price of the Goods shall be as set out in Our quotation, provided that this is valid, or such other price as We may agree in writing (**Price**).

4.2 If the cost of the Goods to Us increases due to:

- (a) any factor beyond Our control including, but not limited to, material costs, labour costs, alteration of exchange rates or duties, or changes to delivery rates; or
- (b) any request by You to change the delivery date(s), quantities or types of Goods ordered; or



- (c) any delay caused by any instructions by You or failure by You to give Us adequate or accurate information or instructions,
We may increase the Price prior to delivery, by giving You not less than 5 Business Days' notice prior to delivery of such increase.

4.3 We reserve the right to assess Our Prices on a quarterly basis and increase or reduce these Prices where necessary.

4.4 Subject to clause 13, the Price is inclusive of fees for packaging and transportation/delivery.

4.5 The Price is exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority, for which You will be additionally liable to pay at the prevailing rate.

5. Quotation

5.1 Any quotation shall not constitute an offer and shall only be valid for a period of 30 days, unless expressly withdrawn by Us at an earlier time.

6. Payment

6.1 We will invoice You for the Price either:

- a) Prior to Us issuing an Order Confirmation; or
- b) On or at any time after the despatch of the Goods; or
- c) Where the Goods are to be collected by You or where You wrongfully do not take delivery of the Goods, at any time after We have notified You that the Goods are ready for collection or We have tried to deliver them.

6.2 Notwithstanding that delivery may not yet have taken place, You must pay the Price in full and cleared funds within 30 days of the date of Our invoice unless otherwise agreed between us in writing. Time for payment is of the essence.

6.3 If You fail to make a payment by its due date, We may suspend any further deliveries to You and without limiting any of Our other rights or remedies for statutory interest, charge You interest at the rate of 8% per annum above the base rate of the Bank of England from time to time on the amount outstanding until You pay in full, whether before or after judgment.

6.4 All payments must be made in the currency specified in the Order unless otherwise agreed in writing between us.

6.5 You must pay all amounts due under these Terms in full without any deduction or withholding except as required by law and You are not entitled to assert any credit, set-off or counterclaim against Us in order to justify withholding payment of any such amount in whole or in part.

7. Delivery

7.1 We will arrange for the delivery of the Goods to the address specified in the Order or to another location We agree in writing.

7.2 If You do not specify a delivery address, You must collect the Goods from Our premises.

7.3 Subject to the specific terms of any special delivery service, delivery can take place at any time of the day and must be accepted between 8am and 8pm. Delivery times are estimated, and We will endeavour to provide the Goods on the estimated delivery date provided that delivery times are not of the essence.

7.4 You will be responsible to pay all delivery costs unless otherwise agreed in writing with Us.

7.5 If You do not take delivery of the Goods We may, at Our discretion and without prejudice to any other rights:

- (a) Store or arrange for the storage of the Goods and charge You for all associated costs and expenses including, but not limited to, transportation, storage and insurance in relation thereto; and/or
- (b) Make arrangements for the redelivery of the Goods and charge You for the costs of such redelivery; and/or
- (c) After 10 Business Days, resell or otherwise dispose of part or all of the Goods and charge You for any shortfall below the Price.

7.6 If redelivery is not possible as set out above, upon being notified to do so, You must collect the Goods from Our premises.

7.7 We will not be liable for any delay in delivery of the Goods that is caused by a circumstance beyond Our reasonable control or Your failure to provide Us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.



7.8 We can, at Our discretion, deliver the Goods by instalments, which will be invoiced and paid for separately. Each instalment is a separate contract. Any delay in delivery or defect in an instalment will not entitle You to cancel any other instalment.

8. Quality of Goods

8.1 We warrant that on delivery the Goods shall:

- (a) be free from material defects in design, material and workmanship; and
- (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

8.2 You must inspect the Goods and packaging (including pallets) on delivery or collection.

8.3 If You identify any damages or shortages, You must inform Us in writing within 7 days of delivery, providing sufficient details as to why the Goods do not conform with the warranty set out in clause 8.1. After this period of time, Your right to reject may be lost.

8.4 Subject to clause 8.5, if:

- (a) You give notice in writing to Us that some or all of the Goods do not comply with the warranty, in accordance with clause 8.3; and
- (b) We are given a reasonable opportunity of examining such Goods; and
- (c) You (if asked to do so by Us) return such Goods to Our place of business at Your cost,

We shall, at Our option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

8.5 We will be under no liability for failure to comply with clause 8.1 if:

- (a) You fail to provide notice in accordance with clause 8.3; or
- (b) You make any further use of such Goods after giving such notice; or
- (c) the defect arises because You did not follow Our oral or written instructions about the storage, commissioning, installation, use and maintenance of the Goods, or good trade practice regarding the same including but not limited to taking the steps set out in clause 8.6; or
- (d) You use equipment other than OKO Global LLP approved equipment to apply OKO Global LLP tyre products to a tyre; or
- (e) the defect arises from normal wear and tear of the Goods; or

- (f) the defect arises from the misuse or alteration of the Goods, negligence, wilful damage or any other act by You, Your employees or agents or any third parties; or
- (g) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

8.6 Upon receipt of the Goods, to protect their quality You should store them:

- (a) away from sunlight; and
- (b) indoors and at room temperature; and
- (c) in dry conditions; and
- (d) in sealed airtight containers.

8.7 These Terms shall apply to any repaired or replaced Goods supplied by Us.

8.8 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

9. Intellectual Property Rights

9.1 You acknowledge that:

- (a) the Intellectual Property Rights are Our (or Our licensor's) property;
- (b) nothing in these Terms shall be construed as conferring any licence or granting any rights in favour of You in relation to the Intellectual Property Rights. We assert Our full rights to control the use of Our trade marks within the world and You shall assist Us as required in preventing parallel importers from diluting Our rights; and
- (c) any reputation in any trade marks affixed or applied to the Goods shall accrue to the sole benefit of Us or any other owner of the trade marks from time to time.

9.2 You shall not repackage the Goods and/or remove any copyright notices, confidential or proprietary legends or identification from the Goods.

9.3 You shall not use (other than pursuant to the Contract) or seek to register any trade mark or trade name (including any company name) which is identical to, confusingly similar to or incorporates any trade mark or trade name which We or any of our associated companies owns or claims rights in anywhere in the world.

9.4 If at any time it is alleged that the Goods infringe the rights of any third party or if, in Our reasonable opinion, such an allegation is likely to be made, We may at Our option and Our own cost:



- (a) modify or replace the Goods in order to avoid the infringement; or
- (b) procure for You the right to continue using the Goods; or
- (c) repurchase the Goods at the price paid by You, less depreciation at the rate We apply to Our own equipment.

9.5 You shall promptly and fully notify Us of:

- (a) any actual, threatened or suspected infringement of any Intellectual Property Rights which comes to Your notice; and
- (b) any claim by any third party that comes to Your notice that the sale or advertisement of the Goods infringes the rights of any person.

9.6 You agree (at Our request and expense) to do all such things as may be reasonably required to assist Us in taking or resisting any proceedings in relation to any infringement or claim referred to in clause 9.5.

10. Risk and title

10.1 The risk in the Goods will pass to You on completion of delivery.

10.2 Subject to clause 10.4, title to the Goods will not pass to You until We have received payment in full (in cash or cleared funds) for the Goods and any other goods or services that We have supplied to You in respect of which payment has become due.

10.3 Until title to the Goods has passed to you, You must:

- (a) hold the Goods on a fiduciary basis as Our bailee;
- (b) store the Goods separately so that they remain readily identifiable as Our property;
- (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (d) keep the Goods in satisfactory condition;
- (e) keep the Goods insured against all risks for their full price from the date of delivery; and
- (f) give Us such information relating to the Goods as We may require from time to time.

10.4 You may resell the Goods in the ordinary course of Your business (but not otherwise) before We receive payment for the Goods. However, in doing so, you are

acting as principal and not as Our agent and title to the Goods shall pass from Us to You immediately before the time of such resale, subject to clause 10.5.

10.5 If before title to the Goods passes to You, You become subject to any of the events listed in clause 11.1, then without limiting any other right or remedy that We may have:

- (a) Your right to resell the Goods or use them in the ordinary course of Your business ceases immediately; and
- (b) as long as the Goods have not been resold, or irreversibly incorporated into another product, We can at any time ask You to deliver up the Goods and, if You fail to do so promptly, enter any of Your premises or of any third party where the Goods are stored in order to recover them.

11. Termination

11.1 Without limiting Our other rights and remedies, We can terminate the Contract with immediate effect by giving written notice to You in which:

- (a) You commit a material breach of any term of the Contract and (if such breach is remediable) You fail to remedy that breach within 7 days of having been notified by Us of the breach; or
- (b) You are, or become, or in Our reasonable opinion are about to become, the subject of a bankruptcy order or to take advantage of any other statutory provision for the relief of insolvent debtors; or
- (c) You take any step or action in connection with entering administration, provisional liquidation or any composition or arrangement with Your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of Your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
- (d) You suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of Your business; or



- (e) Your financial position deteriorates to such an extent that in Our opinion Your capability to adequately fulfil Your obligations under the Contract has been placed in jeopardy.

11.2 Without limiting its other rights or remedies, We may suspend provision of the Goods under the Contract or any other contract between You and Us if You become subject to any of the events listed in clause 11.1, or We reasonably believe that You are about to become subject to any of them, or if You fail to pay any amount due under this Contract on the due date for payment.

11.3 Without limiting Our other rights or remedies, We may terminate the Contract with immediate effect by giving written notice to You if You fail to pay any amount due under the Contract on the due date for payment.

11.4 On termination of the Contract for any reason You shall immediately pay to Us all outstanding unpaid invoices and interest.

11.5 Termination of the Contract shall not affect any rights and remedies that either of us may have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.

11.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

12. Limitation of liability

12.1 Nothing in these Terms shall limit or exclude Our liability for:

- (a) death or personal injury caused by Our negligence, or the negligence of Our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- (d) defective products under the Consumer Protection Act 1987.

12.2 Subject to clause 12.1:

- (a) We shall under no circumstances whatsoever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) Our total liability to You 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 Price.

12.3 If You hold an exclusivity agreement with Us, this may be terminated by Us should We find You in breach of the Contract.

13. Export contracts

13.1 The price for any Goods which are to be shipped outside the UK must be paid for in full and cleared funds by bank transfer.

13.2 We are responsible for arranging delivery of the Goods to the port of export, clearing the Goods for export and ensuring the Goods are loaded on board the vessel, on a Cost, Insurance & Freight (CIF) basis unless otherwise agreed in writing with Us.

13.3 You are responsible for obtaining, at your own cost, such import licences and other consents in relation to the Goods as are required from time to time and, if required by Us, You shall make those licences and consents available to Us prior to the relevant shipment.

13.4 Any cost resulting from or in connection with the clearing of the Goods on arrival at their named port/airport will be Your responsibility.

13.5 You will also be responsible for any costs resulting from or in connection with demurrage and/or detention of the Goods, including but not limited to return shipping of Goods to Us or destruction of Goods.

14. Communications

14.1 All notices under these Terms must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).

14.2 Notices will be deemed to have been duly given:

- (a) When delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
- (b) When sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
- (c) On the second business day following mailing, if mailed by national ordinary mail; or
- (d) On the tenth business day following mailing, if mailed by airmail.



14.3 All notices under these Terms must be addressed to the most recent address, email address or fax number notified to the other party.

15. Data protection

15.1 When providing the Goods to You, We may gain access to and/or acquire the ability to transfer, store or process personal data of You and Your employees.

15.2 You agree that where such processing of personal data takes place, You shall be the 'data controller' and We shall be the 'data processor' as defined in the General Data Protection Regulation 2016/679 (GDPR) and may be amended, extended and/or re-enacted from time to time.

15.3 For the avoidance of doubt, 'Personal Data', 'Process/Processing', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meaning as in the GDPR.

15.4 We shall only Process Personal Data to the extent reasonably required to enable Us to provide the Goods under the Contract, shall not retain any Personal Data longer than necessary for the Processing and refrain from Processing any Personal Data for Our own or for any third party's purposes.

15.5 We shall not disclose Personal Data to any third parties other than Our employees, directors, agents, subcontractors or advisors on a strict "need-to-know" basis and only under the same (or more extensive) conditions as set out in these Terms or to the extent required by applicable legislation and/or regulations.

15.6 We shall implement and maintain technical and organisational security measures as are required to protect Personal Data Processed by Us on Your behalf. Further information about Our approach to data protection is specified in Our Data Protection Policy which can be found within Our website Privacy Policy at <http://www.oko.com/privacy-notice>. For any enquiries or complaints regarding data privacy, You can contact Us at dpo@oko.com.

16. Circumstances beyond the control of either party

16.1 Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms,

earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the reasonable control of the party in question.

17. Variation and waiver

17.1 No variation of this Contract shall be effective unless it is in writing and signed by both of us (or our respective authorised representatives).

17.2 No waiver by Us of any breach of these Terms by You shall be considered as a waiver of any subsequent breach of the same or any other provision.

18. Severance

18.1 If one of more of the Terms is found to be unlawful, invalid or otherwise unenforceable, that provision(s) shall be deemed severed from the remainder of these Terms (which will remain valid and enforceable).

19. Third party rights

19.1 No one other than a party to this Contract and their permitted assignees shall have any right to enforce any of its terms.

20. Law and jurisdiction

20.1 The Contract shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Contract (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.