#### **HIRETECH TERMS & CONDITIONS OF SALE**

PLEASE READ THIS DOCUMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT ORDER/KEEP YOUR PRODUCT.

These Terms and Conditions of Sale (the "Sales Terms") are the terms which apply when you access the website https://www.hiretech.biz/uk (the "Online Shop") and place orders to purchase any of the Products made available to you on the Online Shop ("Products").

The Online Shop is owned by and operated by Hire Technicians Group Ltd., whose registered office is at Units A & B 18 Caxton Way, Watford, Hertfordshire, WD18 8UA United Kingdom. Company Registration number 14938453 (hereinafter referred to as "Hiretech", "we", "us" or "our" as the context may require).

By accessing the Online Shop or when you place orders to purchase any of the Products on the Online Shop you agree to be bound by and accept these Sales Terms. We recommend that you keep a copy of these Sales Terms for future reference.

To be eligible to purchase goods on this Online Shop and lawfully enter into and form contracts, you must:

- if an individual, be 18 years of age or over;
- register your real name, address, phone number, email address and any other details requested;
- be legally capable of entering into binding contracts; and
- be resident in one of the Serviced Countries.

By offering to purchase goods and services you represent to us that you are 18 years of age or over and authorise us to transmit information (included updated information) to obtain information from third parties, including but not limited to, your debit or credit card numbers or credit reports to authenticate your identity, to validate your credit card, to obtain an initial credit card authorisation and to authorise individual purchase transactions.

#### 1. Changes to Sales Terms

We reserve the right to change or modify these Sales Terms including for legal, regulatory or security reasons at any time. Notwithstanding the foregoing, we undertake to apply the Sales Terms of the date of ordering process for each order placed on the Online Shop. Whilst we will flag changes on the Online Shop and/or send emails in relation to major changes, it is your responsibility to check the Sales Terms for changes. If you do not agree to any of the Sales Terms, then you can simply stop using the Online Shop at any time. If you have any questions, concerns, or comments about our Sales Terms please email us at sales@hiretech.biz.

## 2. Service availability

Products ordered through the Online Shop can only be delivered to the United Kingdom and countries in the European Economic Area (EEA) (the "Serviced Countries"). For a list of counties served go to https://www.hiretech.biz/ukstore/delivery-information

Some restrictions may apply on the extent to which we accept orders from specific countries. These restrictions, if any can be found on our delivery information page (Delivery Information).

We do not guarantee the availability of any Product in the Online Shop. We reserve the right, without liability or earlier notice, to change, discontinue or stop making any Product.

#### 3. Order Processing and Contract Formation

To make it easier for you to order Products using the Online Shop, we offer you the opportunity to register for a personal account. If you take advantage of this opportunity any personal data that you provide us with during the registration process will be stored in our database and need not be entered with each new order; it will be entered into the order form automatically.

To register, you must supply us via the online registration form with the following information: your first and last name, customer group, business name (if you are a business), email, password, billing address, telephone number and, where applicable, different delivery address. Once you click on the "Next Step" button this information will be stored in our customer database. You can access, update or correct your personal account details via the "My Account" button. We will only use the stored data in accordance with our Privacy Policy which can be accessed on the Online Shop.

You are responsible for maintaining the confidentiality of your password and user name and are responsible for all activities that are carried out under them. We do not have the means to check the identities of people using the Online Shop and will not be responsible for losses suffered by you where your password or user name is used by someone else unless this is due to our negligence. You agree to notify us immediately by email to sales@hiretech.biz or by phone on +44 (0)1923 332424, if you become aware or suspect any unauthorized use of your password or username.

Your order via our online purchase order form is considered as a binding offer to buy the Products you select from the Online Shop. All orders are subject to availability and to acceptance by us. We reserve the right to refuse to accept an order. We will send you an email acknowledging receipt of your order. All communications will be addressed to the email address you supply when you register. Please note that this does not constitute acceptance by us.

You may select items from our range of Products, details of which will be added to the "Shopping Cart" by clicking on the "Add to Cart" button. By clicking on the "Confirm Order" button at the end of the Checkout process you submit an offer to buy the goods in the Shopping Cart. As soon as this offer is accepted by us via an Acceptance Email (as described below) your order forms a binding contract of sale between you and us.

Before placing an order, you can view and amend your order details at any time by clicking on the "Shopping Cart" link.

You will automatically be sent an email confirming receipt of your order (the "Confirmation Email") with a summary of the details of your order, which we would recommend that you print out and keep for your own records. The Confirmation Email does not constitute our acceptance of your order; it merely records the fact that we have received your order. Please check that all details in the Confirmation Email are correct. If not, or if you do not receive a Confirmation Email please contact us immediately on sales@hiretech.biz

We will send a second email when we dispatch (ship) your goods which shall constitute our acceptance of your order (the "Acceptance Email") at which point a binding contract of sale will be concluded between you and us.

# 4. Your use of the Online Shop

By accepting the Sales Terms, you confirm that all information and details provided by you to us (including on registration) are true, accurate and up to date in all respects and at all times.

You agree that in using the Online Shop you will not: (i) use the Online Shop in any way that causes, or is likely to cause the Website or access to the Website to be interrupted, damaged, or impaired in any way; (ii) use the Online Shop for any purpose that could damage the name of Hire Technicians Group

Ltd., or any goodwill attached to the Online Shop; (iii) use the Online Shop for criminal, fraudulent or illegal activity or in any manner which would cause harm or distress to any third party; (iv) access or attempt to access the accounts of other users or attempt to penetrate the Online Shop security measures; nor (v) use the Online Shop for any purpose other than your personal use.

We reserve the right to suspend, restrict or terminate your access to the Online Shop at any time without notice if we have reasonable grounds to believe that you have breached any of these restrictions or if we suspect fraudulent account activity or behaviour. This shall not limit our right to take any other action against you that we consider appropriate.

## 5. Conditions applicable to promotion codes (Discounts)

Only one promotion code can be used per product and per order. Promotion codes cannot be combined with any other special offer or promotion.

You cannot sell, barter or give away a promotion code. You cannot upload or make available a promotion code on any website or through any other public offer, give away, sale or barter. You cannot use promotion codes for commercial purposes.

Promotion codes are not exchangeable for money.

We do not have any obligation to re-issue or refund promotion codes. However, should we decide to re-issue or refund a promotion code, we need your promotion code to do so. So please retain a copy of your promotion code, otherwise it will not be reissued or replaced in the event of loss.

### 6. Prices, delivery charges and Payment

The price payable for the Products shall be as shown on the Online Shop. Prices advertised on the Online Shop exclude delivery charges or any applicable taxes. Delivery charges are shown separately when ordering and must also be paid in advance.

Prices are subject to change without notice, but changes will not affect orders which we have already accepted.

The Online Shop contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on the Online Shop may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on the Online Shop, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you of such rejection.

We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you a dispatch confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognized by you as a miss-pricing.

Payment for your products must be made via credit or debit card, via PayPal or other means as specified on the payment page.

The full payment price, including delivery charges and any additional charges for services you may have ordered, will be debited from your card or PayPal account at Check Out before dispatch of the products to you. Alternatively, your order will only be despatched after receipt of the full payment price, including delivery charges and any additional charges for services you may have ordered has been recorded as having been received and cleared in our bank account.

If you have been granted Credit Terms and choose to pay for your order at Check Out by your authorised Purchase Order number you agree to pay the full payment price, including delivery charges and any additional charges for services you may have ordered under the Credit Terms agreed by you. If payment is not received in full as agreed under the Credit Terms we reserve the right to withdraw the Credit Terms at which time all outstanding payments will become due for immediate payment.

You confirm that the credit/debit card that is being used is yours. All credit/debit card holders are subject to validation checks and authorization by the card issuer. Fraudulent use of credit cards will be reported to the relevant authorities. If the issuer of your card refuses to authorize payment we will not accept your order and we will not be responsible for any delay or non-delivery and we are not obliged to inform you of the reason for the refusal.

We are not responsible for your card issuer or bank charging you as a result of our processing of your credit/debit card payment in accordance with your order.

## 7. Delivery and ownership

Unless otherwise stated, delivery will be made from our warehouse to the address provided by you. We shall endeavour to dispatch the Product to you within one (1) working day after you place your order and in any event within thirty (30) days beginning on the day after you place your order. If we are unable to dispatch the Product within that time we will email to let you know and to give you an estimated delivery date. In these circumstances you have the right to cancel the order and receive a full refund.

We shall not be held responsible for delay or failure to perform if the delay or failure is caused by any circumstances beyond our reasonable control including but not limited to acts of war or terror, strikes, national or local states of emergency, failure of transportation facilities, power or utility outages, earthquakes, or other natural disasters.

As soon as the Product is delivered to you, you are responsible for it. Besides, we retain full legal title to Products until we have received all amounts due on the ordered Products.

We want you to be happy with your purchase from us. If you are unhappy with the Product in any way (for example if there is obvious damage to the item from transport or packaging damaged during transport) please contact our Customer Service on sales@hiretech.biz as soon as possible.

## 8. Return and refund

If we do not deliver or if the Products we deliver are not what you ordered or are damaged or defective or the delivery is of an incorrect quantity, please contact us as soon as possible at sales@hiretech.biz

We will do our best efforts, and our only obligations will be, at our option to:

- make good any shortage or non-delivery or incorrect delivery; or
- replace or repair any Products that are damaged or defective; or
- refund to you the amount paid by you for the Products in question.

In the event we accept the return of any purchased Product, you must return the Product in its original package (including all accessories, user manuals and any free gifts that came in the same package). Please treat the Product with care and return it in the condition that it was delivered to you; if possible, use the original delivery package or pack the Product securely. We recommend that returned Products are sent via an insured, traceable delivery service.

To return any purchased Product you must complete a 'Product Returns' form to request a 'Goods Returns Number'. Go to <a href="https://www.hiretech.biz/uk">https://www.hiretech.biz/uk</a> click the 'Returns' link under Customer Services.

Replacement or refund can only be processed once we have received the Product to be returned.

If you return a Product 1) that you are not entitled to return, 2) that is not in its original condition, 3) that is without proper or missing packaging, 4) with items missing from the return delivery, 5) without following our return instructions, or 6) have otherwise failed to exercise reasonable care when taking care of and returning the Product, we reserve the right either to reject your return and decline to refund or to deduct from those payments to be refunded to you, reasonable repair or other similar direct costs that we have incurred, subject to applicable law.

If your return has been accepted, we will refund you the price you have actually paid for the items less any applicable shipping costs (as per the above) by crediting your payment card or issuing a Credit Note if you purchased under Credit Terms no later than thirty (30) calendar days after the date of receipt of the delivery.

### 9. Right to cancel

If you are a consumer based in the European Union you have the right to cancel your order with us under the Consumer Protection (Distance Selling) Regulations 2000 (DSRs) as implemented and better specified by the UK Consumer Protection (Distance Selling) Regulations 2000.

If you wish to cancel your order under the Distant Selling Regulations, you have seven (7) working days from the day after you receive your Product(s) to cancel the contract with us. In this case we will issue you with a full refund including any delivery charges paid at the time of order.

### Return of Product by exercising your right to cancel:

We hope you will be happy with your purchase from us. If not, you have the right to return the Product(s) to us and receive a full refund provided:

- you notify us in writing, that you are cancelling your purchase, within seven (7) working days from the day on which you received your Product(s);
- you have taken reasonable care of the Product(s) prior to return in particular this means they must not have been damaged;
- you may give us notice of cancellation by any written means (including email, fax or letter), but it will speed up the process for you and us if you contact us by email at sales@hiretech.biz;
- you will be responsible for the cost of returning the Product(s) to us.

Please return the Product in suitable packaging to ensure it reaches us in good condition.

We will refund the purchase price and original delivery charge of any Product(s) returned no later than thirty (30) days from the day when you give us notice of cancellation.

Please note that if you fail to take reasonable care of returned Product(s), or fail to return the Product(s) to us, we will be entitled to make a claim against you for any losses which we suffer.

### Exceptions to the right to cancel

The consumer will not have the right to cancel the contract by giving notice of cancellation in respect of contracts:

- (a) for the supply of services, if the performance of the contract has begun with the consumer's agreement before the end of the cancellation period;
- (b) for the supply of goods made to the consumer's specifications or clearly personalised or which by reason of their nature cannot be returned or are liable to deteriorate or expire rapidly;

### 10. Our legal obligations and our limitation on liability

You have certain rights under the law. These include that any Product supplied by us will be of satisfactory quality which means guaranteed against all manufacturing or material defects for the warranty period as defined in the following link: <a href="https://www.hiretech.biz/ukstore/product-warranty">https://www.hiretech.biz/ukstore/product-warranty</a>. Nothing in these Sales Terms is intended to affect these statutory rights.

If we breach these Sales Terms we shall only be liable for losses which are a reasonably foreseeable consequence of such a breach, up to a maximum of the purchase price of your order. Losses are foreseeable where they could be contemplated by you and us at the time of entering into this agreement.

With current technology it is not possible to develop and operate computer programs (software) and data processing systems (hardware) entirely without error, or to rule out any unpredictable events in connection with the Internet. We provide no guarantee for the constant and uninterrupted availability of the Online Shop.

These Sales Terms set out the full extent of our obligations and liabilities in respect of the Products. To the extent permitted by applicable law, there are no other warranties, conditions or other terms that are binding on us than the ones mentioned in these Sales Terms. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.

We shall not be liable whether in contract, tort or otherwise for any economic losses (including without limitation loss of income, loss of profits, loss of contracts, business or anticipated savings), loss of data, loss of goodwill or reputation or for any special, indirect, consequential or punitive loss or damage of any kind howsoever arising. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

Without prejudice to the foregoing, nothing in these Sales Terms shall limit or exclude our liability (i) for death or personal injury caused by our negligence or (ii) for fraud or (iii) any breach of the obligations implied by applicable compulsory national laws as to title or (iv) any liability which cannot be excluded by applicable law.

Nothing in these Sales Terms shall affect your statutory rights as a consumer, or your right of withdrawal as per Clause 9 above.

#### 11. Intellectual property rights

Your use of the Online Shop grants no rights to you in relation to copyright, design rights, trademarks or other of our intellectual property rights (or the intellectual property rights of third parties).

You may electronically copy and print only those areas of the Online Shop which are required in the process of using the Online Shop as a shopping resource. The content of the Online Shop may not be used for any other purpose without our express written permission.

#### 12. Indemnity

You agree to indemnify, defend and hold harmless Hire Technicians Group Ltd., its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from, without limitation, your breach of

these Sales Terms, your infringement of any intellectual property right or any other right of any person or entity, or your breach of any duty of confidence or privacy, or any defamatory statements made by you in any form.

### 13. Import duty

If you order Products from the Online Shop for delivery outside the United Kingdom, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.

Please also note that you must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.

### 14. Contact details

Our customer service will assist you with any questions. You can contact us by phone +44 (0)1923 332424 Monday through Friday 9:00am to 3:00pm, or send us an email to sales @hiretech.biz.

#### 15. Waiver

If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these Sales Terms, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

A waiver by us of any default shall not constitute a waiver of any subsequent default.

No waiver by us of any of these Sales Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

## 16. Severability

If any of these Sales Terms or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

Alternatively, you agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause/sub-clause as is permitted by law.

#### 17. Written communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using the Online Shop, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on the Online Shop. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

### 18. Entire agreement

These Sales Terms and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of the Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these Sales Terms.

Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these Sales Terms.

## 19. Governing law and Jurisdiction

These Sales Terms are governed by the law of England without regard to its conflicts of law's provisions. To the extent this is permitted by the applicable laws on consumer protection, any action or claim related to these Sales Terms shall be submitted to the exclusive jurisdiction of the courts of England.

Copyright © Hire Technicians Group Ltd. All rights reserved.

Date: 15 September 2023