



## International Terms & Conditions of Sale [March-26]

### 1. Definitions

In these Terms and Conditions:

- **"Seller"** means TechNiche UK Ltd trading as Heat Stress Global.
- **"Buyer"** means the person, company, or entity purchasing goods from the Seller.
- **"Products"** means the goods provided by the Seller as described in sales documentation.
- **"Contract"** means the agreement for the sale of Products between the Seller and Buyer, consisting of these Terms and the relevant Order confirmation.
- **"Incoterms"** means the International Commercial Terms as published by the International Chamber of Commerce in force at the date the Contract is made.

### 2. Application of Terms

2.1. These Terms apply to all international sales of Products by the Seller and shall prevail over any inconsistent terms in the Buyer's documents.

2.2. No variation to these Terms shall be binding unless expressly agreed in writing by the Seller.

### 3. Orders and Acceptance

3.1. All orders are subject to acceptance by the Seller in writing.

3.2. A binding Contract shall not exist until the Seller confirms acceptance or ships the Products.

3.3. Unless otherwise stated, the Buyer shall be deemed to have accepted the specification of the Products provided at the time of the order confirmation, subject to no objections raised within three (3) working days.

3.4 Technical Product Specifications - Certain Products incorporate proprietary cooling technologies including but not limited to ActiKewl®, SAF™, and QOOLPAX® cooling systems. Product performance characteristics are based on laboratory and field testing under defined environmental conditions. The Buyer acknowledges that such Products are designed to assist with thermal comfort and heat mitigation when used in accordance with the Seller's instructions but do not guarantee protection against heat stress, heat exhaustion, or other heat-related illness.

The Buyer remains responsible for ensuring that appropriate workplace safety procedures, environmental monitoring, hydration practices, and rest protocols are implemented when the Products are used.

#### **4. Prices and Payment**

- 4.1. Prices are stated in US Dollars (USD) or as otherwise agreed and exclude applicable duties, tariffs, VAT, or other local taxes.
- 4.2. Unless otherwise agreed, payment shall be made in full prior to shipment.
- 4.3. Late payments will incur interest at 4% above the Bank of England base rate per annum from the due date until paid in full.
- 4.4. The Buyer shall bear all banking fees, currency exchange charges, and international transaction costs.

#### **5. Delivery and Risk**

- 5.1. Delivery terms shall be Ex Works (EXW) Seller's premises, or as specified in the Seller's Order confirmation.
- 5.2. Risk of loss or damage passes to the Buyer upon delivery in accordance with the agreed Incoterm.
- 5.3. Delivery dates are estimates only and time is not of the essence.
- 5.4. While the Buyer may request indicative freight quotations from the Seller, such quotations do not constitute part of the Contract.
- 5.5. The Seller makes no offer or provision of insurance for the transportation of the Products. The Buyer is responsible for arranging and bearing the cost of any such insurance.
- 5.6. The Buyer shall inspect the Products upon delivery and must notify the Seller in writing of any shortage, damage, or other non-conformity within five (5) working days. Failure to do so shall constitute acceptance of the Products.

5.7 Integration and Use of Cooling Technologies - where the Products incorporate proprietary cooling technologies including ActiKewl®, SAF™, or QOOLPAX®, the Seller shall not be liable where such Products are incorporated into garments, equipment, or systems manufactured, modified, or assembled by third parties without the Seller's prior written approval.

The Buyer assumes responsibility for ensuring that any integration of the Products into other garments, PPE systems, or equipment is suitable for the intended application and complies with applicable safety regulations.

#### **6. Retention of Title**

- 6.1. Title to the Products shall not pass until full payment has been received.
- 6.2. Until title passes, the Buyer shall:

- Hold the Products as bailee;
- Store the Products separately and clearly marked as the Seller's property;
- Maintain insurance for their full replacement value.

#### **7. Warranties**

7.1. The Seller warrants that the Products:

- Will conform in all material respects to the specifications provided by the Seller and confirmed in the Contract;
- Will be free from material defects in workmanship and materials for a period of 12 months from the date of delivery.

7.2. This warranty is conditional upon:

- Proper storage, handling, and use of the Products in accordance with the Seller's instructions;
- No unauthorised modification or repair of the Products by the Buyer or a third party;
- The Buyer notifying the Seller in writing of any defect within 7 days of discovering such defect and within the warranty period.

7.3. In the event of a valid warranty claim, the Seller shall, at its sole discretion:

- Replace the defective Products; or
- Repair the defective Products; or
- Issue a credit note equivalent to the price of the defective Products.

7.4. The Seller shall not be liable under this warranty for:

- Normal wear and tear;
- Damage resulting from improper use, storage, or handling;
- Any indirect or consequential loss arising from a defect in the Products.

7.5. All warranties, conditions or other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.

7.6 Cooling technologies including ActiKewl®, SAF™, or QOOLPAX® phase-change cooling inserts are designed to support thermal comfort and heat mitigation but their performance may vary depending on environmental conditions, humidity, workload intensity, garment configuration, and user behaviour. The Seller makes no guarantee that the Products will prevent heat stress or heat-related illness.

7.7 Products may not be returned without prior written authorisation from the Seller. Where return is authorised, the Buyer shall bear all return shipping costs unless otherwise agreed in writing.

## **8. Limitation of Liability**

8.1. The Seller's total liability shall not exceed the price of the Products supplied under the relevant Order.

8.2. The Seller shall not be liable for any indirect or consequential loss.

8.3. Nothing in these Terms excludes liability for death or personal injury due to negligence or fraud.

## **9. Compliance and Importation**

9.1. The Buyer is responsible for obtaining all import permits, licenses, and customs clearances.

9.2. The Seller will supply the specification, commercial invoice, and where applicable, the Harmonised System (HS) code to enable export compliance. Collation and submission of these and any further documents to authorities is the sole responsibility of the Buyer.

9.3. The Buyer shall comply with all applicable laws and regulations, including export control and sanctions regulations.

## **10. Force Majeure**

The Seller shall not be liable for any delay or failure to perform due to circumstances beyond its reasonable control including but not limited to natural disasters, strikes, war, or governmental

action. In the event that such delay or failure continues for more than sixty (60) days, either party may terminate the Contract by written notice. The party affected shall notify the other party in writing as soon as reasonably practicable after the commencement of the force majeure event.

## 11. Intellectual Property

11.1. All intellectual property rights relating to the Products, including product designs, technical specifications, cooling technologies, data, trademarks and proprietary know-how including but not limited to ActiKewl®, SAF™, and QOOLPAX®, remain the exclusive property of the Seller.

11.2. The Buyer may not use the Seller's trademarks or branding without prior written consent.

## 12. Confidentiality

Any non-public, confidential, or proprietary information exchanged shall not be disclosed without written consent, except as required by law.

## 13. Governing Law and Jurisdiction

These Terms and any dispute arising shall be governed by the laws of England and Wales. Disputes shall be finally settled under the LCIA Arbitration Rules with a seat in London and language in English. The governing language of these Terms and all related documents shall be English.

## 14. Miscellaneous

- **No partnership or agency:** Nothing in these Terms creates a legal partnership or joint venture.
- **Severability:** If any clause is found invalid, the remainder shall remain in force.
- **Entire Agreement:** These Terms constitute the entire agreement regarding the sale of Products.
- **Electronic Communication:** Notices and communications may be made by email and shall be deemed received upon confirmation of transmission.
- **Third Party Rights:** A person who is not a party to the Contract shall have no rights to enforce its terms under the Contracts (Rights of Third Parties) Act 1999.
- **Data Protection:** The parties shall comply with applicable data protection legislation, including but not limited to the UK GDPR and the Data Protection Act 2018.