

## Terms and Conditions of Trade

**Hyonic Limited** is a private limited company registered in England No. 08485715 and with registered office located at 26 West Hill Avenue, Epsom, Surrey. KT19 8JU.

Effective Date: 10th April 2024

These Terms and Conditions ("Terms") govern all sales of products and services by Hyonic Limited ("Hyonic," "we," "us," or "our"). By placing an order with us, you ("Customer," "you," or "your") agree to these Terms.

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### 1. Definitions

- 1.1 **"Products"** refer to HBA1 and any other goods supplied by Hyonic.
  - 1.2 **"Services"** refer to any consultancy, technical support, customised testing, research and development or any other services provided by Hyonic.
  - 1.3 **"Contract"** means the agreement formed between Hyonic and the Customer, including these Terms, any order confirmation, and any applicable invoice.
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### 2. Orders and Acceptance

- 2.1 **Placing Orders:** Orders must be submitted in writing or electronically through approved channels.
  - 2.2 **Acceptance:** An order becomes binding upon written confirmation from Hyonic.
  - 2.3 **Order Modifications:** Changes to an order must be agreed upon in writing by both parties.
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### 3. Pricing and Payment

- 3.1 **Pricing:** Prices are quoted in GBP (unless otherwise specified) and exclude VAT, duties, and delivery costs unless stated.
  - 3.2 **Payment Terms:** Payment is due within 30 days of the invoice date unless otherwise agreed in writing.
  - 3.3 **Late Payments:** Late payments will incur interest at a rate of 8% above the Bank of England base rate.
  - 3.4 **Retention of Title:** Ownership of the Products remains with Hyonic until payment is received in full.
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### 4. Delivery

- 4.1 **Delivery Terms:** Delivery dates are approximate and not guaranteed.
- 4.2 **Risk of Loss:** Risk passes to the Customer upon delivery.
- 4.3 **Inspection:** The Customer must inspect the Products upon delivery and report any defects or discrepancies within 7 days.

## 5. Warranties and Liability

5.1 **Product Warranty:** Hyonic warrants that Products will conform to specifications at the time of delivery.

5.2 **Limitation of Liability:** Hyonic's liability for defective Products is limited to replacement or refund at our discretion.

5.3 **Exclusions:** Hyonic is not liable for indirect, consequential, or incidental damages.

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## 6. Use of Products

6.1 **Compliance:** The Customer is responsible for ensuring the Products are used in compliance with all applicable laws and regulations.

6.2 **Technical Advice:** Any advice provided by Hyonic is for informational purposes only, and the Customer assumes all responsibility for application.

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## 7. Returns and Cancellations

7.1 **Returns:** Products may only be returned with Hyonic's prior written consent.

7.2 **Cancellations:** Orders may only be canceled with Hyonic's written agreement and may be subject to cancellation fees.

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## 8. Intellectual Property

8.1 **Ownership:** All intellectual property rights in Hyonic's products, trademarks, patents and materials remain the property of Hyonic.

8.2 **License:** The Customer is granted a non-exclusive, non-transferable license to use the Products solely for their intended purpose.

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## 9. Confidentiality

9.1 The Customer agrees to keep confidential any proprietary information provided by Hyonic and not to disclose it to third parties without prior written consent.

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## 10. Termination

10.1.1 Notice of Termination by either party must be served on the other only after Dispute Resolution has failed to resolve any dispute within 30 days of the Dispute being raised by written notice. The client will remain liable for any charges incurred up until the date of cancellation.

10.1.2 The client will remain liable for any charges from third party suppliers incurred by Hyonic as a result of either party terminating this Agreement;

10.1.3. Hyonic may provide Exit Management services on request. These services may be subject to additional costs to be agreed between Hyonic and the client at the prevailing rate for project management and professional services.

10.2 Hyonic may terminate the Agreement for any of the following reasons:

10.2.1 forthwith by notice to the Customer if the Customer fails to pay the any sum due to Hyonic under this Agreement within 30 days of the date of the invoice;

10.2.2 forthwith by notice to the Customer if the Customer assigns, transfers, charges or deals in any other manner with this Agreement or purports to do any of the same.

20.3 Either party may terminate the Agreement for any of the following reasons:

20.3.1 forthwith by notice to the other party in the event of a material breach by that party of any of the terms of this Agreement where such breach, if capable of remedy, is not remedied within 30 days of that party being notified of such breach;

20.3.2 forthwith by notice if the other party shall have a receiver or an administrative receiver appointed to its undertaking or any of its assets or shall become subject to an administration order or shall enter into liquidation whether compulsory or voluntary or pass a resolution for its winding-up (other than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction where the resulting entity assumes all of the obligations of that party), or shall, if an individual, be made or declared bankrupt or commit any act of bankruptcy.

20.4 Termination of this Agreement shall be without prejudice to any rights or obligations which shall have accrued prior to such termination.

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## **11. Governing Law and Jurisdiction**

11.1 These Terms are governed by the laws of England and Wales. Any disputes arising from or related to these Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.

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## **12. Force Majeure**

12.1 Hyonic shall not be liable for any failure or delay in performance due to circumstances beyond its reasonable control, including but not limited to natural disasters, pandemics, strikes, or governmental actions.

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### **13. General**

**13.1 Entire Agreement:** These Terms constitute the entire agreement between the parties.

**13.2 Severability:** If any provision is found to be invalid, the remaining provisions shall remain in full force and effect.

**13.3 Amendments:** Hyonic reserves the right to amend these Terms at any time.

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### **Contact Information**

Mr Stephen North

Director

Hyonic Limited

Address: 26 West Hill Ave, Epsom, Surrey, KT19 8JU. UK.

Email: [steve.north@hyonic.co.uk](mailto:steve.north@hyonic.co.uk)

Phone: +44(0)7973 260069