

## TERMS AND CONDITIONS OF SUPPLY

### AGREED TERMS

#### YOUR ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 16 (LIMITATION OF LIABILITY).

#### 1. About us

- 1.1 **Company details.** Dilution Ratio Ltd (company number HE 447607) (**we** and **us**) is a company registered in the Republic of Cyprus and our registered office is at 13 Karaiskaki street, 3032, Limassol, Cyprus. Our VAT number is CY60012398C. We operate the website [www.dilutionratio.com](http://www.dilutionratio.com). Our trading address is at 33b Agias Mavris, 4049 Germasogeia, Limassol.
- 1.2 **Contacting us.** To contact us (including in order to address any complaints) telephone our customer service team at +35799354770, or email us at: [info@dilutionratio.com](mailto:info@dilutionratio.com), or write to us at our [trading address]. How to give us formal notice of any matter under the Contract is set out in clause 19.

#### 2. Our contract with you

- 2.1 **Our contract.** These terms and conditions (**Terms**) apply to the order by you and supply of goods and services by us to you (**Contract**). No other terms are implied by trade, custom, practice or course of dealing.
- 2.2 **Entire agreement.** The Contract is the entire agreement between us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.
- 2.3 **Language.** These Terms and the Contract are made only in the English language.
- 2.4 **Your copy.** You should print a copy of these Terms or save them to your computer for future reference.

#### 3. Placing an order and its acceptance

- 3.1 *Placing your order.* Please follow the onscreen prompts to place an order. Each order is an offer by you to purchase the goods and/or services specified in the order (our **Goods** and our **Services**, respectively, and together our **Goods and/or Services**) subject to these Terms.

- 3.2 *Correcting input errors.* Our order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order and any specification submitted by you is complete and accurate.
- 3.3 *Acknowledging receipt of your order.* After you place an order, you will receive an email from us acknowledging that we have received it, but please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 3.4.
- 3.4 *Accepting your order.* Our acceptance of your order takes place when we send the email to you to accept it (**Order Confirmation**), at which point and on which date (**Commencement Date**) the Contract between you and us will come into existence. The Contract will relate only to those Goods and/or Services confirmed in the Order Confirmation.
- 3.5 **If we cannot accept your order.** If we are unable to supply you with the Goods and/or Services for any reason, we will inform you of this by email and we will not process your order. If you have already paid for the Goods and/or Services, we will refund you the full amount, including any delivery costs charged where applicable, as soon as possible.

#### **4. Our Goods**

- 4.1 Any audiovisual content or material in relation to the Goods on our site are for illustrative purposes only. The producer of such audiovisual content or material is exclusively responsible for such content, including for all opinions and/or information contained therein.
- 4.2 The description and/or information on the Goods on our site is not exhaustive and is intended to give brief particulars of the Goods, and you should consult the user's manual and/or factory and/or manufacturer's written guidelines and/or instructions, for further information.
- 4.3 Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Goods. The colour of the Goods that you will acquire may vary slightly from those images.
- 4.4 Although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated on our site have a 5% tolerance.
- 4.5 The packaging of your Goods may vary from that shown on images on our site.
- 4.6 We reserve the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirement.

## **5. Our Services**

- 5.1 *Descriptions and illustrations.* Any descriptions or illustrations on our site are published for the sole purpose of giving an approximate or illustrative idea of the Services described in them. They will not form part of the Contract or have any contractual force.
- 5.2 *Compliance with specification.* Subject to our right to amend the specification (see clause 5.3) we will supply the Services to you in accordance with the specification for the Services appearing on our website at the date of your order in all material respects.
- 5.3 *Changes to specification.* We reserve the right to amend the specification of the Services if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the Services, and we will notify you in advance of any such amendment.
- 5.4 *Reasonable care and skill.* We warrant to you that the Services will be provided using reasonable care and skill.
- 5.5 *Time for performance.* We will use all reasonable endeavours to meet any performance dates specified in the Order Confirmation, but any such dates are estimates only and failure to perform the Services by such dates will not give you the right to terminate the Contract.

## **6. Your obligations**

- 6.1 It is your responsibility to ensure that:
- (a) the terms of your order are complete and accurate;
  - (b) you cooperate with us in all matters relating to the Goods and/or Services;
  - (c) you provide us, our employees, agents, consultants and subcontractors, with access to your premises, office accommodation and other facilities as we may reasonably require;
  - (d) you provide us with such information and materials we may reasonably require in order to supply the Goods and/or Services, and ensure that such information is complete and accurate in all material respects;
  - (e) you prepare your premises for the supply of the Goods and/or Services, where required;
  - (f) you obtain and maintain all necessary licences, permissions and consents which may be required for the Goods and/or Services before the date on which the Services are to start and/or the Goods are to be delivered;
  - (g) you comply with all applicable laws, including health and safety laws;

- (h) you will use the Goods in accordance with the user's manual and/or safety instructions and/or manufacturer's written guidelines and/or instructions;
- (i) you keep all of our materials, equipment, documents and other property (**Our Materials**) at your premises in safe custody at your own risk, maintain Our Materials in good condition until returned to us, and not dispose of or use Our Materials other than in accordance with our written instructions or authorization and/or any user manuals and/or other factory or manufacturer's written guidelines or instructions;

6.2 If our ability to perform the Services and/or supply the Goods and/or Services is prevented or delayed by any failure by you to fulfil any obligation listed in clause 6.1 (**Your Default**):

- (a) we will be entitled to suspend performance of the Services and/or supply of the Goods until you remedy Your Default, and to rely on Your Default to relieve us from the performance of the Services and/or supply of the Goods, in each case to the extent Your Default prevents or delays performance of the Services and/or supply of the Goods. In certain circumstances Your Default may entitle us to terminate the Contract under **Error! Bookmark not defined.15** (Termination);
- (b) we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Services and/or supply the Goods; and
- (c) it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.

## 7. Return and refund

7.1 You have the right to cancel or withdraw from the Contract and receive a refund for the purchased Goods and/or Services within the period of 14 days, without giving any reason. The cancellation/withdrawal period will expire after 14 days (i) in the case of Goods, from the day on which you or a third party named by you, has received physical possession of the last of the Goods purchased by you, and (ii) in the case of Services, from the date of conclusion of the Contract (the **Withdrawal Period**).

7.2 Your cancellation is effective from the date you send us the email, written statement or letter (see clause 7.4 below).

7.3 In case of Goods, the returning Goods must not be used or damaged. They must be returned in their original condition including all original packaging, components, accessories and tags as delivered initially to you. Returns that are damaged or soiled will not be accepted.

7.4 In order to cancel the Contract and/or exercise your right of withdrawal and/or return the Goods, where applicable, you must inform us by an unequivocal statement of your

decision by including details of your order to help us to identify it, by e-mail to our email address: [info@dilutionratio.com](mailto:info@dilutionratio.com) or by post at: 33b Agias Mavris, 4049 Germasogeia, Limassol. We also draw your attention to the model withdrawal form that follows, which you may complete and return to us if you wish to withdraw from the Contract and return the Goods:

#### **Model withdrawal form**

(complete and return this form only if you wish to withdraw from the contract)

To: [ ]  
Phone no.: [ ],  
Email address: [ ].

- I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale of the following goods (\*),
- Ordered on (\*)/received on (\*) (*delete as applicable*):
- Name of consumer(s):
- Address of consumer(s):
- Signature of consumer(s) (*only if this form is notified on paper*):
- Date:

7.5 To meet the withdrawal deadline, it is sufficient for you to send your communication as outlined in this clause 7 concerning your exercise of the right of withdrawal/cancellation before the Withdrawal Period has expired.

7.6 Once you have exercised your right to cancel the Contract, in the case of purchased Goods, you are deemed to agree to return the Goods and you must send the Goods back to us without undue delay and in any event not later than 14 days after the day on which you let us know that you wish to cancel the Contract.

#### Effects of withdrawal

7.7 Subject to Clause 7.3, if you withdraw from/cancel the Contract and return the Goods (where applicable), always in accordance with the terms hereof, we shall reimburse to you all payments received from you, including (where applicable) the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue

delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from the Contract.

- 7.8 We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.
- 7.9 In the case of withdrawal from the Contract in respect of purchased Goods:
- (a) we may withhold reimbursement until we have received the Goods back or you have supplied evidence of having sent back the Goods, whichever is the earliest;
  - (b) you shall send back the Goods, without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal/cancellation from this Contract to us (see clause 7.4 above). The deadline is met if you send back the Goods before the period of 14 days has expired;
  - (c) you will have to bear the direct cost of returning the Goods; and
  - (d) you are only liable for any diminished value of the Goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the Goods.
- 7.10 You will have no right of withdrawal from the Contract in case of purchasing our Services, after full performance of such Services.

## **8. Delivery of Goods, transfer of risk and title**

- 8.1 We will contact you with an estimated delivery date, which will be within 30 days after the date on which we email you to confirm our acceptance of your order. Occasionally our delivery to you may be affected by an Event Outside Our Control. See clause 16 (Events outside our control) for our responsibilities when this happens.
- 8.2 Delivery is complete once the goods have been unloaded at the address for delivery set out in your order or collected by you or a carrier organised by you to collect them from us, and the goods will be at your risk from that time.
- 8.3 You own the Goods once we have received payment in full, including of all applicable delivery charges.
- 8.4 If we fail to deliver the Goods, our liability is limited to the cost of obtaining replacement goods of a similar description and quality in the cheapest market available, less the price of the Goods. However, we will not be liable to the extent that any failure to deliver was caused by an Event Outside Our Control, or because you failed to provide adequate delivery instructions or any other instructions that are relevant to the supply of Goods.

8.5 If you fail to take delivery within 10 days after the day on which we notified you that the goods were ready for delivery, we may resell part of, or all the goods and after deducting any reasonable storage and selling costs, account to you for any excess over the price of the goods or charge you for any shortfall below the price of the goods.

## **9. No international delivery**

9.1 Unfortunately, we do not deliver to addresses outside the Republic of Cyprus.

## **10. Price and delivery charges**

10.1 In consideration of us providing the Goods and/or Services you must pay our charges (**Charges**) in accordance with this clause.

10.2 The Charges are calculated on a time and materials basis in accordance with our daily fee rates, as displayed on our site at the time you submit your order.

10.3 If you wish to change the scope of your order, after we accept your order, and we agree to such change, we will modify the Charges accordingly.

10.4 We use our best efforts to ensure that the prices of Goods and/or Services are correct at the time when the relevant information was entered onto the system. However, please see clause 10.8 for what happens if we discover an error in the price of Goods and/or Services you ordered.

10.5 Our Charges may change from time to time, but changes will not affect any order you have already placed.

Our Charges are inclusive of VAT (where applicable). However, if the rate of VAT changes between the date of your order and the date of delivery of goods and/or performance of the services, we will adjust the VAT you pay, unless you have already paid for such Goods and/or Services in full before the change in VAT takes effect.

10.6 The price of the Goods and/or Services does not include delivery charges. Our delivery charges are as advised to you during the check-out process, before you confirm your order.

10.7 It is always possible that, despite our best efforts, some of the Goods and/or Services on our site may be incorrectly priced. If we discover an error in the price of the Goods and/or Services, you have ordered we will contact you in writing to inform you of this error and we will give you the option of continuing to purchase the Goods and/or Services at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. If we

mistakenly accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may cancel supply of the Goods and/or Services and refund you any sums you have paid.

## **11. How to pay**

- 11.1 You can only pay for the Goods and/or Services using a debit card or credit card.
- 11.2 Payment for the Goods and/or Services and all applicable delivery charges is in advance. We will take your payment upon acceptance of your order.
- 11.3 We will send you an electronic invoice with the Order Confirmation or within seven days of the beginning of the month following payment. For any failed or cancelled payments, a Euro 10 administration fee will be levied.
- 11.4 If you fail to make a payment under the Contract by the due date, then, without limiting our remedies under clause 15 (Termination), you will have to pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 11.4 will accrue each day at 2% a year above the Cypriot Central Bank's base rate from time to time, but at 2% a year for any period when that base rate is below 0%.
- 11.5 We shall each pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **12. Manufacturer's guarantee for the Goods**

The statutory guarantee for products which do not conform to the terms of the sale applies.

Some of the Goods we sell to you come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee provided with the Goods.

If the manufacturer of a product additionally provides any commercial guarantee, then this is separate to and does not affect your rights under the above statutory guarantee.

## **13. Our warranty for our Goods**

- 13.1 The Goods are intended for use only in the Republic of Cyprus. We do not warrant that the Goods comply with the laws, regulations or standards outside the Republic of Cyprus.
- 13.2 We provide a warranty that on delivery, the Goods shall:



- (a) subject to Clause 4 (Our Goods), conform in all material respects with their description; and
- (b) be free from material defects in design, material and workmanship; and
- (c) be of satisfactory quality;
- (d) be fit for any purpose held out by us.

13.3 Subject to Clause 13.4, if:

- (a) you give us notice in writing within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 13.2;
- (b) we are given a reasonable opportunity of examining the Goods; and
- (c) we ask you to do so, you return the Goods to us at our cost,

we will, at our option, repair or replace the defective Goods, proceed with a proportionate reduction in the price of the Goods taking into account the value that the Goods would have had but for the lack of conformity, or refund the price of the defective Goods in full, but always subject to applicable law.

13.4 We will not be liable for breach of the warranty set out in clause 13.2 if:

- (a) you fail to notify us of the lack of conformity of the Goods within two (2) months from the date that you found out of such lack of conformity;
- (b) you make any further use of the Goods after giving notice to us under clause 13.3;
- (c) the defect arises as a result of us following any drawing, design or specification supplied by you;
- (d) you alter or repair the Goods without our written consent;
- (e) the defect arises as a result of fair wear and tear, willful damage, negligence, or abnormal storage or working conditions; or
- (f) the Goods differ from their description or specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

13.5 We will only be liable to you for the Goods' failure to comply with the warranty set out in clause 13.2 to the extent set out in this clause 13.

13.6 We may refuse to bring the Goods into conformity if repair or replacement are impossible or would impose costs on us that would be disproportionate, taking into account all circumstances, including the value of the Goods would have if there would be no lack of conformity and the significance of the lack of conformity.

13.7 In case that you wish to terminate the Contract for lack of conformity of the Goods, you must notify us, with an unequivocal statement, of your decision to terminate the Contract. In case that the lack of conformity concerns only some of the Goods, you are entitled to terminate the Contract in respect of those Goods only and/or any other Goods which you acquired together with the non-conformed Goods, if it would not be reasonably expected from you to accept to keep only the conformed Goods. Upon returning such Goods to us, at our cost, we will issue a receipt to you that we have received the Goods and/or any evidence of return of the Goods, and return the purchase price paid for the returned Goods within 30 calendar days of receiving them.

13.8 You have the right to refuse the Goods and terminate the Contract or ask for the immediate replacement of the Goods, in case that the lack of conformity becomes apparent within 30 calendar days from their delivery date. However, you shall not be entitled to terminate our Contract if the defect is only minor.

13.9 These Terms also apply to any repaired or replacement Goods supplied by us to you.

**14. Our liability: your attention is particularly drawn to this clause**

14.1 References to liability in this clause 14 include every kind of liability arising under or in connection with the Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

14.2 We only supply the Goods for internal use, and you agree not to use the Goods for any resale purposes.

14.3 Nothing in these Terms limits or excludes our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any other liability that cannot be limited or excluded by law.

14.4 Subject to clause 14.3, we will under no circumstances be liable to you for:

- (a) any loss of profits, sales, business, or revenue; or
- (b) loss of opportunity; or
- (c) loss of anticipated savings; or
- (d) any indirect or consequential loss.

14.5 Subject to clause 14.3 our total liability to you for all losses arising under or in connection with the Contract will in no circumstances exceed the price of the Goods and/or Services provided.

14.6 Except as expressly stated in these Terms, we do not give any representations, warranties or undertakings in relation to the Goods and/or Services. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Goods and/or Services are suitable for your purposes.

## 15. Termination

15.1 Without limiting any of our other rights, we may suspend the supply or delivery of the Goods and/or Services to you, or terminate the Contract with immediate effect by giving written notice to you if:

- (a) you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 7 days of you being notified in writing to do so;
- (b) you fail to pay any amount due under the Contract on the due date for payment.

15.2 Termination of the Contract shall not affect your or our rights and remedies that have accrued as at termination.

15.3 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.

## 16. Events outside our control

16.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).

16.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Goods to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

16.3 You may cancel the Contract affected by an Event Outside Our Control which has continued for more than 60 days. To cancel please contact us. If you opt to cancel, you will return any relevant Goods you have already received and we will refund the price of the Goods you have paid.

## **17. Communications between us**

- 17.1 When we refer to "in writing" in these Terms, this includes email.
- 17.2 Any notice or other communication given under or in connection with the Contract must be in writing and be delivered by hand, sent by pre-paid first class post or other next working day delivery service, or email.
- 17.3 A notice or other communication is deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
  - (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
  - (c) if sent by email, at 9.00 am the next working day after transmission.
- 17.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.
- 17.5 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

## **18. Non-solicitation**

You must not attempt to procure services that are competitive with the Services from any of our directors, employees or consultants, whether as an employee or on a freelance basis, during the period that we are providing the Services to you and for a period of six months following termination of the Contract.

## **19. General**

### **19.1 Assignment and transfer.**

- (a) We may assign or transfer our rights and obligations under the Contract to another entity but will always notify you in writing or by posting on this webpage if this happens.
  - (b) You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.
- 19.2 **Variation.** Any variation of the Contract only has effect if it is in writing and confirmed by you and us (or our respective authorised representatives).
- 19.3 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not exercise our rights or remedies against you, or if we delay in doing so, that

will not mean that we have waived our rights or remedies against you or that you do not have to comply with those obligations. If we do waive any rights or remedies, we will only do so in writing, and that will not mean that we will automatically waive any right or remedy related to any later default by you.

- 19.4 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 19.5 **Governing law and jurisdiction.** This Contract is governed by the laws of the Republic of Cyprus and each party irrevocably agrees to submit all disputes arising out of or in connection with this Contract to the exclusive jurisdiction of the Cypriot courts.
- 19.6 **Recourse to an out-of-court complaint and redress mechanism.** If you are a consumer, you may file a complaint with the Consumer Protection Service <http://www.mcit.gov.cy/meci/cyco/cyconsumer.nsf/All/3BFB3E56C5684EEAC2257FD5001F07B7?OpenDocument> or, according to EU Regulation No. 524/2013 (Online Dispute Resolution in Consumer Affairs), the European Commission provides a platform (called the “OS platform”) in which you as a consumer in disputes with us as an Internet merchant through your online purchase contracts or online service contracts can apply for out-of-court dispute resolution. You may use the following link: <https://ec.europa.eu/consumers/odr>.

If you have any questions, you can contact us at the e-mail address: [info@dilutionratio.com](mailto:info@dilutionratio.com)