

# INVISSIUM LTD. TERMS AND CONDITIONS OF SALE – GOODS AND SERVICES

## 1. DEFINITIONS

- 1.1 "Buyer" means the company or individual purchasing the Goods and/or Services from the Seller.
- 1.2 "Goods/Services" means the products and/or services provided by the Seller to the Buyer as described in the Sales Agreement.
- 1.3 "Sales Agreement" means the written agreement between the Buyer and Seller detailing the Goods and/or Services to be provided, the price, and other related terms. This may be in the form of, but not limited to, a formal quotation and/or email quotation.
- 1.4 "Seller" means the company or individual selling the Goods and/or Services to the Buyer. In this case, Invisium Ltd.

## 2. AGREEMENT

- 2.1 These Terms and Conditions of Sale ("Terms") apply to all sales of Goods and/or Services by the Invisium Ltd. to the Buyer and shall prevail over any conflicting terms proposed by the Buyer, unless expressly agreed in writing by the Invisium Ltd.

## 3. PRICE AND PAYMENT

- 3.1 The price for the Goods shall be as stated in the Sales Agreement.
- 3.2 Payment shall be made by the Buyer within 30 days of the invoice date unless otherwise agreed in writing.
- 3.3 Late payments may incur interest at a rate of 4% above the prevailing bank base rate.

## 4. DELIVERY

- 4.1 Delivery dates are estimates and are not guaranteed. Invisium Ltd. will make all reasonable efforts to meet the specified delivery date.
- 4.2 Risk in the Goods shall pass to the Buyer upon delivery.

## 5. LIABILITY

- 5.1 Invisium Ltd.'s total liability for any loss or damage arising out of or in connection with the sale of Goods or Services shall be limited to the price of the Goods or Services.
- 5.2 Invisium Ltd. shall not be liable for any indirect, special, or consequential damages, including loss of profits.
- 5.3 Nothing in these Terms shall limit or exclude Invisium Ltd.'s liability for death or personal injury caused by its negligence or for fraud.

## 6. DATA PRIVACY

- 6.1 Both parties shall comply with all applicable data protection and privacy laws.
- 6.2 The Buyer acknowledges that the Invisium Ltd. may collect, use, and store personal data provided by the Buyer for the purposes of fulfilling the Sales Agreement.
- 6.3 Invisium Ltd. shall take reasonable steps to protect the personal data it holds from unauthorized access, use, or disclosure.
- 6.4 Neither party shall disclose to third parties any personal data obtained from the other party without the prior written consent of the disclosing party, except as required by law.

## 7. FORCE MAJEURE

- 7.1 Neither party shall be liable for any delay or failure to perform its obligations under these Terms if such delay or failure is due to circumstances beyond its reasonable control, including but not limited to acts of God, war, strikes, or natural disasters.

## 8. GOVERNING LAW

- 8.1 These Terms shall be governed by and construed in accordance with the laws of England & Wales, as specified in the Sales Agreement.
- 8.2 Any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of the governing law specified in the Sales Agreement.

## 9. AMENDMENTS

- 9.1 These Terms may only be amended in writing and signed by both parties.

## 10. ENTIRE AGREEMENT

- 10.1 These Terms, together with the Sales Agreement, constitute the entire agreement between the parties and supersede all prior discussions, negotiations, and agreements.