

These terms and conditions together with the documents referred to in them tell you the basis on which we will supply to you our goods ("**Goods**") and services ("**Services**"). Please read these terms carefully before ordering any Goods or Services from us. By ordering any of the Goods or Services, you agree to be bound by these terms.

IN PARTICULAR WE DRAW YOUR ATTENTION TO CLAUSE 19 BELOW WHERE WE LIMIT OUR LIABILITY TO YOU.

should retain a copy of these terms for future reference.

INFORMATION ABOUT US

1.1 The Goods and Services are provided by MERCHANTEX. ("**we/us/our**").

1.2 We are registered in Turkey and have our registered office and main trading address at MERCHANTEX, Kumludere Cd. No.:131/A Manisa Şehzadeler Turkey.

1.3 Our company VAT registration is **TR22622400266**

2 Your STATUS

2.1 You acknowledge that:

2.1.1 clause 5 does not apply unless you are purchasing Goods and/or Services by mail order or from our website as a consumer (in other words, other than in the course of a business, trade or profession) ("**Consumer**");

2.1.2 clauses 11.2 to 11.3 and 12.6 to 12.8 (inclusive) do not apply unless you are purchasing Goods and Services in the course of a business, trade or profession ("**Business Customer**"); and

2.1.3 clause 11.4 does not apply unless you are purchasing Goods and Services as a Consumer (in other words, other than in the course of a business, trade or profession) ("**Consumer**");

2.2 By placing an order with us, you warrant that:

2.2.1 you are legally capable of entering into binding contracts;

2.2.2 if you are a Consumer, you are at least 18 years old;

2.2.3 you are resident in Europe;

2.2.4 the information you provide to us during the process of placing an order for Goods and/or Services is accurate, complete and not misleading.

3 Application

3.1 These terms and conditions apply to all sales of Goods and/or Services provided by us to you.

3.2 If you are purchasing Goods and/or Services via our website, no contract for the supply of Goods and/or Services ("**Contract**") will come into existence until we dispatch the Goods, send you an email confirming that your Goods have been dispatched or start performing the Services (whichever is the earlier).

3.3 If you purchase Goods and/or Services by any means other than via our website, the Contract will not come into existence until either your order (however given) is accepted by the earliest of our written acknowledgement of order, delivery of the Goods or performance of the Services.

3.4 Each order for Goods and/or Services by you to us will be deemed to be an offer by you to purchase Goods and/or Services subject to these terms. Each order placed by you to us for Goods and/or Services and accepted by us will constitute a separate contract.

3.5 You must ensure that the terms of your order and any applicable specification are complete and accurate.

3.6 These terms will be incorporated in the Contract to the exclusion of all other terms and conditions. They supersede all prior dealings, negotiations, representations or agreements between us in respect of the subject-matter of the Contract whether written or oral.

3.7 No variation or amendment of this Contract will be valid unless in writing and signed by you and our authorized representative.

4 Goods AND Services

4.1 All brochures, specifications, drawings, catalogues, particulars, shapes, descriptions and illustrations, application guides and information, price lists and other advertising matter are intended only to present a general idea of the Goods and Services described in them.

4.2 We reserves the right to deliver Goods of a modified design provided that any difference does not make the Goods unsuitable for any purpose you have made known to us.

4.3 The Goods will conform in all material respects to any sample provided to and accepted by us. The Goods and Services will conform in all material respects with any specification provided to and accepted by us. We reserve the right to amend any design or specification without prior notification provided that it does not adversely affect the performance of the Goods and Services.

4.4 We retain all copyright and title to all documentation relating to Goods delivered to you by us. This documentation may only be used for the purposes intended in the Contract and not for any other purpose without our permission. It must be returned on demand.

4.5 Technical specifications are approximations unless specifically stated otherwise.

4.6 You will not remove, alter, deface, obfuscate or tamper with any of the trade marks, names or numbers affixed to or marked on the Goods nor allow any one else to do so.

4.7 If the Goods are manufactured in accordance with any design or specification provided or made by you, you will compensate us in full on demand for all claims, expenses and liabilities of any nature in connection with them, including any claim, whether actual or alleged, that the design or specification infringes the rights of any third party.

4.8 We prohibit the audio or video recording of on-site professional or technical Services, or training and consultancy without the prior written consent of us.

5 CONSUMER RIGHTS

Clause 5 only applies if you are a Consumer AND purchasing Goods and/or Services by mail order or from our website

5.1 You may cancel a Contract at any time within 4 working days, beginning on the day after you receive the Goods. In this case, subject to clause 5.2 you will receive a full refund of the price paid for the Goods in accordance with our refunds policy which is available on request. This right of cancellation does not apply to any Goods personalized or made to your specification

5.2 To cancel a Contract, you must inform us in writing. You must also return the Goods to us, in the same condition in which you received them with the original packaging and the product documentation, and at your own cost and risk. The Goods must not have been used and, where applicable, must not have been removed from the sealed clear packaging. This includes electrical items, which are supplied in sealed clear packaging.

5.3 Subject to clause 5.2, if you want to cancel the Contract or have been supplied with Goods which are incorrect or defective, you must notify us within 7 days from the date of delivery (the "Cooling-Off Period"), in which a refund, (or if you require an exchange or replacement) will be provided. Without prejudice to clause 14.1.3 and clause 14.3, you will only be entitled to a refund if your notification is provided within 21 days after the Cooling-Off Period has lapsed, otherwise in the event that notification is given after the expiry of this time period, then save as where Goods are defective we reserve the right to issue only an exchange or replacement.

5.4 MERCHANTEX. shall have no liability for incorrect Goods purchased by you online for foreign registered cars once the Cooling-Off Period lapses. To minimize the purchase of any incorrect Goods we advise that customers with foreign registered vehicles call our specialist sales staff on **+90 531 300 99 02** or send an email to info@merchantex.de, who will offer guidance to customers and confirm that any Goods are correct prior to purchase.

5.5 Details of how to exercise this right of cancellation can be obtained by calling the telephone number as stated on the documentation accompanying the Goods.

5.6 You may also cancel an order for Services by calling the telephone number notified to you, within 4 working days of the date of purchase, unless the Services begin sooner, in which case your right to terminate ends upon the date when performance of the Services starts.

5.7 Consumers wishing to claim a refund, exchange or a replacement of Goods must provide proof of purchase in the form of our invoice for the original supply of such Goods. If in the event an invoice is unavailable, a bank or credit card statement may suffice at our sole discretion.

6 PRICES

6.1 The prices of the Goods and Services will be as quoted in our marketing literature from time to time except in cases of obvious error (see clause 6.7). The prices may be altered at any time without notification to take into account any increase in our costs (including but not limited to the cost of materials, labor, transport or other overheads, any tax, duty or variation in exchange rates).

6.2 The prices that you pay for the Goods and Services will be those ruling (in the case of Goods) at the date of dispatch of the Goods or (in the case of Services) our confirmation of the start date of the Services. This clause will not apply to orders placed by you which have been acknowledged in writing by us in which case the prices quoted on the acknowledgement will apply.

6.3 We list prices as both inclusive and exclusive of VAT. All prices are exclusive of any other sales tax or duty that may be applicable which will be payable in addition to the price unless otherwise stated.

6.4 Unless otherwise specified, if you are a Business Customer, prices quoted include delivery to destinations in Europe we will select the mode of transport. The entire cost of any other mode of transport which you may specify will be borne by you, as will delivery to locations outside of the Turkey. If you are a Consumer, the delivery costs will be quoted at the time you place your order for Goods.

6.5 In case of small orders we will be entitled to make a minimum order charge or to add a surcharge for delivery, details of which will be provided to you at the time of order acknowledgement.

6.6 No allowance will be credited for Goods collected from our premises by you rather than delivered by us.

6.7 You acknowledge that we stock a large number of Goods and list a large number of Services. It is always possible that, despite our best efforts, some prices may be incorrectly listed. We are under no obligation to provide Goods or Services to you at an incorrect, lower price, even after we have acknowledged your order or dispatched the Goods or started performance of the Services, if the pricing error is obvious and unmistakable and could have reasonably been recognized by you as miss-pricing.

7 QUOTATIONS

7.1 Unless otherwise stated all quotations are valid only for 30 days from their date of publication.

8 PAYMENT

8.1 If you hold a credit account with us, payment of invoices will be made in full to us without deductions or set-off in accordance with the payment terms notified by us to you or if no such

terms are advised, You guarantee your creditworthiness in placing an order. If after confirmation of the order by us, doubts arise as to your creditworthiness, then all payments will become due immediately unless adequate security can be offered by you.

8.2 Where you do not hold a credit account with us, payment of invoices will be made in full to us without deductions or set-off in cash/guaranteed cheque /credit or debit card when order is placed or on delivery.

8.3 We reserve the right to charge a credit card surcharge if you elect to pay us by credit card.

8.4 Payments by credit or debit card will only be accepted where the card holder is present in person at our premises or where the card in question has been verified on our website.

8.5 Without prejudice to any other rights that we may have (including the right to suspend any further deliveries or installation), if you fail to pay the invoice price by the due date we may charge you interest on any overdue amount from the date of which payment was due to that on which it is made (whether before or after judgment) on a daily basis in accordance with the Late Payment of Commercial Debts (Interest) and reimburse to us all costs and expenses (including legal costs) incurred in the collection of any overdue amount.

8.6 In the event of a cheque not being cleared by our bank and being represented or returned to the drawer, we may charge a fee of 50 Euro for each cheque so returned to cover bank charges and administration costs.

9 DELIVERY

9.1 The Goods are delivered to you when we make them available to you at a delivery point agreed by us.

9.2 Time of delivery will not be of the essence and any delivery date is an estimate only. We will use all reasonable endeavors to avoid late deliveries. You will have the right to cancel any order without liability to us if delivery is more than 30 days late. This clause 9.2 sets out your only remedy for such delay.

9.3 The quantity of any consignment of Goods as recorded by us upon dispatch from our place of business will be conclusive evidence of the quantity received by you on delivery unless you can provide conclusive evidence proving the contrary

9.4 We will not be liable for any non-delivery of Goods (even if caused by our negligence) unless written notice is given to us within 10 days of the date when the Goods would in the ordinary course of events have been received.

9.5 Our liability for non-delivery of the Goods will be limited to, at our discretion, replacing the Goods within a reasonable time, issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods or a refund of the purchase price paid.

9.6 Any claim that any Goods have been delivered damaged or do not materially comply with their description will be notified by you to us and (where appropriate, to the carrier) within 4 days of their delivery. Provided that you return such Goods to us in accordance with clause 14, we will at our sole discretion replace such Goods, issue you with a credit note for the price of such Goods or refund the price paid for such Goods. The provisions of this clause 9.6 set out your sole remedy in such circumstances.

9.7 We may at our discretion deliver the Goods by installments in any sequence. Where the Goods are delivered by installments, no default or failure by us in respect of any one or more installments will vitiate the Contract in respect of the Goods previously delivered or undelivered Goods.

9.8 If you fail to take delivery of the Goods or accept performance of the Services or any part thereof at the time agreed for delivery then we will be entitled to cancel or suspend such delivery and all other outstanding deliveries and to charge you for the loss suffered.

10 UNLOADING

10.1 It is your responsibility to provide the means for unloading Goods on delivery unless agreed by us in writing otherwise. We will inform you in advance if any special means will be required to unload the Goods at your premises.

11 STORAGE AND DISPOSAL

11.1 If you fail to take delivery of the Goods when they are ready for delivery we may, at our option, either store them ourselves or have them stored by third parties on such terms as we may in our own discretion think fit. In any event the cost of storage will be borne by you.

Clauses 11.2 to 11.3 do not apply unless you are purchasing Goods and Services as a Business Customer

11.2 You shall:

11.2.1 be responsible for the collection, treatment, recovery and environmentally sound disposal of all waste electrical and electronic equipment ("WEEE") as defined in the Waste Electrical and Electronic Equipment Regulations 2006 ("WEEE Regulations") as arising or deriving from the Goods;

11.2.2 comply with all additional obligations placed upon you by the WEEE Regulations by virtue of you accepting the responsibility set out in clause 11.2.1; and

11.2.3 provide our WEEE compliance scheme operator with such data, documents, information and other assistance as such scheme operator may from time to time reasonably require to enable such operator to satisfy the obligations assumed by it as a result of our membership of the operator's compliance scheme.

11.3 You shall be responsible for all costs and expenses arising from and relating to your obligations in clause 11.2.

Clause 11.4 does not apply unless you are purchasing Goods and Services as a Consumer

11.4 Where you are buying replacement electrical and electronic equipment ("Replacement EEE") as a Consumer we have certain obligations under the WEEE Regulations to take back WEEE without charge. You can return WEEE to us in accordance with the provisions below where you are buying Replacement EEE as a Consumer:

11.4.1 where you are purchasing Goods online you must return your old item to us at MERCHANTEX. Ibrahim Celebi Mh. Kumludere Cd. 131/A Manisa Turkey. All returns are to be at your cost and are to be made within 28 days of purchase of the Replacement EEE; and

11.4.2 where Goods are purchased from one of our stores, you must return your old item to that same store at your cost. All returns are to be made within 28 days of purchase of the Replacement EEE.

11.5 Our obligations to take back WEEE only apply to household users of electrical items. If you are a Business Customer you will need to find a local collector or waste company to dispose of your waste.

11.6 Further information on the environmental impact of WEEE and the WEEE Regulations can be found on our website at <http://www.turbo-hose.com>

12 RISK AND TITLE

12.1 Risk in the Goods passes when they are delivered to you.

12.2 You will insure the Goods against theft or any damage howsoever caused until their price has been paid in full.

12.3 For the purpose of section 12 of the Sale of Goods Act 1979 we will transfer only such title or rights in respect of the Goods as we have and if the Goods are purchased from a third party will transfer only such title or rights as that party had and has transferred to us.

12.4 Notwithstanding clause 12.3, passing of title in the Goods will remain with us and will not pass to you until the amount due under the invoice for them or any other outstanding invoice from us to you (including interest and costs) has been paid in full.

12.5 We may maintain an action for the price of any Goods notwithstanding that title in them has not passed to you.

Clauses 12.6 to 12.8 only apply if you are a Business Customer

12.6 Until ownership of the Goods has passed to you, you must:

12.6.1 hold the Goods on a fiduciary basis as our bailed;

12.6.2 store the Goods (at no cost to us) separately from all other products belonging to you or any third party in such a way that they remain readily identifiable as our property;

12.6.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;

12.6.4 maintain the Goods in satisfactory condition and keep them insured on our behalf for their full price against all risks to our reasonable satisfaction. On request you will produce the policy of insurance to us; and

12.6.5 hold the proceeds of the insurance referred to in clause 12.6.4 on trust for us and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

12.7 You may resell the Goods before ownership has passed to you solely on the following basis:

12.7.1 any sale will be effected in the ordinary course of your business at full market value; and

12.7.2 any such sale will be a sale of our property on your own behalf and you will deal as principal when making such a sale.

12.8 Your right to possession of the Goods will terminate immediately if:

12.8.1 you (being an individual) have a bankruptcy order made against you or make an arrangement or composition with your creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convene a meeting of creditors (whether formal or informal), or enter into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or have a receiver and/or manager, administrator or administrative receiver appointed of your undertaking or any part thereof, or a resolution is passed or a petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency in any jurisdiction; or

12.8.2 you suffer or allow any execution, whether legal or equitable, to be levied on your property or obtained against you, or fail to observe/perform any of your obligations under the Contract or any other contract between us and you, or are unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or you cease to trade; or

12.8.3 you encumber or in any way charge any of the Goods; or

12.8.4 anything analogous to the foregoing occurs in any other jurisdiction; and

12.8.5 you breach the provisions of clause 21.1

13 WARRANTY

13.1 Each of the Goods are supplied with the benefit of a warranty given by the Goods' manufacturers (details of which will be provided to you with the Goods or otherwise on request ("**the Warranty**")) provided that you comply with the conditions set out in clause 13.2 as well as any

provided with the Warranty ("**Warranty Conditions**").

13.2 If Goods become faulty during the period of the Warranty for reasons unconnected with your acts, omissions or misuse of the Goods, you must notify us in writing (including a description of the fault) and return such Goods to us. We will repair (or at our sole option) replace such Goods with the same or superior Goods, without charge, and shall have no further liability to you. If Goods become faulty after expiry of the Warranty, and you request that we replace or repair such Goods, then we shall charge our then standard list price for such repair or replacement.

13.3 Your sole remedy in respect of a failure of the Goods to comply with the Warranty is as set out in the Warranty Conditions.

13.4 We will be afforded reasonable opportunity and facilities to investigate any claims made under the Warranty and you will if so requested in writing by us promptly return any Goods the subject of any claim and any packing materials securely packed and carriage paid to us for examination.

13.5 We will have no liability with regard to any claim in respect of which you have not complied with the claims procedures in the Warranty Conditions.

13.6 The above warranty is given by us subject to us having no liability in respect of any defect arising from wear and tear, willful damage, negligence, abnormal working conditions, failure to follow our and/or the Goods' manufacturers' instructions (whether oral or in writing), misuse or alteration or repair of the Goods without our approval.

14 REFUNDS POLICY

14.1 When you return Goods to us:

14.1.1 because you cancelled the Contract in accordance with clause 5 (Consumer Rights), we will process the refund due to you as soon as possible and, in any case, within 30 days of the day you have given notice of your cancellation. In this case we will refund the price of the Goods to be returned in full, including the cost of sending the Goods to you. However, you will be responsible for the cost of returning the Goods to us;

14.1.2 which are incorrectly supplied and/or are returned as new in their original packaging, these items shall be refunded, exchanged or replaced if they are returned within 30 days of date of purchase of the Goods and proof of purchase (as provided at clause 5.7) is supplied; and

14.1.3 for any other reason, we will examine the returned Goods and will notify you in writing or via email

within a reasonable time of any refund to which you are entitled. We will usually process the refund due to you as soon as possible thereafter. The returned Goods must be in the same condition in which you received them with the original packaging and the product documentation. The Goods must not have been used and, where applicable, must not have been removed from the sealed clear packaging. This includes electrical items, which are supplied in sealed clear packaging. Goods returned to us because they fail to comply with the Warranty will be refunded in accordance with the provisions of the Warranty Conditions.

14.2 We will normally refund any money received from you using the same method originally used by you to pay for your purchase.

14.3 "Special Order" means any Goods that are not held in stock by us (a non-stock item) and are therefore ordered and/or manufactured specifically as per your request. Payment in full is required for such Special Orders at the time the Special Order is placed with us. Special Orders are nonrefundable except at our sole discretion or if the Contract is cancelled within the Cooling-Off Period as provided at clause 5.3. MERCHANTX reserves the right to apply a restocking fee of 25% of the price of the Special Order, which shall be deducted from any refund due to you."

15 EXCHANGE UNIT SURCHARGES

15.1 Where service exchange units are purchased, you will be invoiced with a sum referred to as a "surcharge" which is in respect of the old unit that you may return to us. If the old unit is returned within 7 days from the delivery date a credit note will be issued by us in respect of the "surcharge" provided that the old unit is identical to the unit purchased and in a condition in our sole discretion that enables it to be re-manufactured.

16 SERVICES

16.1 We will perform the Services with reasonable care and skill.

16.2 If we fail to perform the Services in accordance with clause 16.1 or at all, then your sole remedy will be the re-performance of those Services by us.

16.3 Any timescales given by us to you in respect of the performance of the Services are approximate only.

17 INSTALLATION

17.1 If the Services include installation services we will provide detailed instructions to you about site preparation and other requirements required during the installation.

17.2 If you fail to fully comply with the requirements in clause 17.1, we reserve the right to charge you for any additional work required as a result or if we are unable to complete the installation.

18 SUPPORT AND MAINTENANCE

18.1 The provisions of this clause 18 will only apply if the Services purchased by you include the provision of support and maintenance services.

18.2 We will provide you with such technical advice by telephone, e-mail, fax, and web access during our normal business hours for the duration of the period for which you purchase such Services

("Cover Period") as is reasonably necessary to resolve your difficulties and queries in using such goods supplied to you and identified by us. The objective of this service is to provide an initial advice and guidance service. It is not a substitute for management consultancy, project management, implementation control, system consultancy, or product training and is available only to your competent trained employees.

18.3 You will:

18.3.1 provide us with such information, assistance and facilities as we may reasonably require to enable us to perform the Services set out in this clause 18; and

18.3.2 direct all enquiries for technical advice to our helpdesk number notified to you from time to time.

18.4 The support and maintenance services do not apply:

18.4.1 to the extent that you failed to follow any instructions relating to the operation, use and maintenance of the Goods (and where you install the Goods, instructions as to installation of the Goods);

18.4.2 to the extent that the query arises from user incompetence, abuse, improper use or use in an environment or for a purpose for which the Goods were not designed or intended;

18.4.3 if you or other third party alters or repairs the Goods without our written consent; or

18.4.4 to the extent that the query is attributable to third party materials including any equipment to which the Goods are incorporated which is not provided by us.

18.5 You will pay any additional charge levied by us, at our then prevailing rates, for support and maintenance services provided at your request but which fall within the exclusions in clause 18.4.

18.6 The Services referred to in this clause will run for the Cover Period and will (unless terminated earlier in accordance with these terms) continue thereafter unless or until terminated by either party serving no less than 90 days' prior notice on the other, such notice to expire on the last day of the Cover Period or subsequent anniversary thereof. We reserve the right to vary the fee payable for such Services on or before each anniversary of commencement of the Cover Period.

19 LIMITATION OF LIABILITY

19.1 Subject to the provisions of these terms, the following provisions set out the entire financial liability of us (including any liability for the acts or omissions of our employees, agents and subcontractors)

to you in respect of:

19.1.1 any breach of these terms; and

19.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

19.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979 (as amended)) are, to the fullest extent permitted by law, excluded from the Contract.

19.3 Nothing in these terms excludes or limits our liability:

19.3.1 for death or personal injury caused by our negligence;

19.3.2 under section 2(3) of the Consumer Protection Act 1987;

19.3.3 for fraud or for fraudulent misrepresentation; or

19.3.4 for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

19.4 Subject to clause 19.3, we will not be liable to you for:

19.4.1 any indirect or consequential, special or punitive loss, damage, costs or expenses;

19.4.2 loss of profit;

19.4.3 loss of business;

19.4.4 loss of income or revenue;

19.4.5 loss or corruption of or damage to data;

19.4.6 waste of management or office time; or

19.4.7 depletion of goodwill.

19.5 Subject to clause 19.3, our total liability to you under or connected with these terms will not exceed 125% (one hundred and twenty five per cent) of the price payable for the Goods and/or Services for any one event or series of connected events.

20 TERMINATION AND SUSPENSION

20.1 We may at our discretion suspend or terminate the supply of any Goods or Services if you fail to make any payment when and as due or otherwise defaults in any of your obligations under the Contract or any other agreement with us or if any of the events set out in clause 12.8 occur.

20.2 On the termination of the Contract for any reason:

20.2.1 we will not be obliged to supply any Goods and Services ordered by you unless already paid for; and

20.2.2 all payments payable to us under the Contract will become due immediately upon termination of this Contract despite any other provision.

20.3 The termination of this Contract will not affect the respective rights and liabilities of each of the parties thereto which accrued prior to such termination nor any provisions which either expressly or impliedly are to remain in operation after termination.

20.4 Orders accepted by us are cancellable only at our discretion and we may charge for all work carried out or expenses incurred in relation to the order before our acceptance of cancellation.

21 ANTI - BRIBERY

21.1 You shall:

21.1.1 comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;

21.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1,

2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the Turkey-Germany;

21.1.3 not induce or reward us or our directors, officers, representative, contractors or personnel to perform or improperly perform a function or activity in connection with this Contract;

21.1.4 directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a function or activity in connection with this Contract;

21.1.5 if you are a business, organization, partnership, limited liability partnership or a company, have and maintain in place throughout the Contract your own policies and procedures including but not limited to adequate procedures under the Bribery Act 2010 to ensure compliance with the same and to enforce where appropriate;

21.1.6 promptly report to us any request or demand for any undue financial or other advantage of any kind received by us or our directors, officers, representative, contractors or personnel or any undue financial or other advantage of any kind given by us in connection with the performance of this Contract.

21.2 Without prejudice to clause 20.1, we may terminate the supply of any Goods or Services to you forthwith if you breach any of the provisions of clause 21.1 above.

22 FORCE MAJEURE

22.1 We will not be liable for any failure in the performance of any of our obligations under the Contract caused by factors outside our control.

23 LAW AND JURISDICTION

23.1 This Contract will be governed by Dutch law and you consent to the non-exclusive jurisdiction of the Dutch courts in all matters regarding it.

24 NOTICES

24.1 Any notice given under this Contract will be in writing and may be served personally, by registered or recorded delivery mail, by facsimile transmission (the latter confirmed by post), or by any other means which any party specifies by notice to the other.

24.2 Each party's address for the service of notice will be:

24.2.1 Us - the address specified in clause 1.2 or such other address and facsimile number as we specify by notice to you; and

24.2.2 You - the address and facsimile number given to us at the time an order is placed with us.

24.3 A notice will be deemed to have been served: if it was served in person, at the time of service, if it was served by post, 48 hours after it was posted, and if it was served by facsimile transmission, at the time of transmission.

25 GENERAL

25.1 Each of our rights or remedies under the Contract is without prejudice to any other right or remedy that we may have whether under the Contract or not.

25.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it will to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision will continue in full force and effect.

25.3 Failure or delay by us in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of our rights under the Contract.

25.4 Any waiver by us of any breach of, or any default under, any provision of the Contract by you will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

Neither of us intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

26 Promotional Code Terms and Conditions (the "Terms")

By using any Promotional Code, you are agreeing in addition to the following Terms;

26.11 On occasion MERCHANTEX. will offer promotional and discount codes herein described as 'Promotional Code' via different channels (including without limitation discount, offers, promotions, prize draws, voucher codes, competitions etc.) to new and existing customers.

26.12 Where there is any conflict in the Terms with any other terms whatsoever attached to any other advertising material in respect of such Promotional Code, these Terms shall apply. Save as for the Terms herein, MERCHANTEX. Standard Terms and Conditions of Sale shall apply to purchases made by you from MERCHANTEX..

26.2 General Terms of usage:

26.11 A Promotional Code may only be redeemed online at www.turbo-hose.com

26.22 A Promotional Code cannot be used in conjunction with any other offer, discount or promotion. Only one Promotional Code can be used per transaction.

26.23 A Promotional Code is redeemed by entering such code at the appropriate point on the online purchase process for a qualifying purchase.

26.24 A Promotional Code is not exchangeable for cash and is not to be used in conjunction with any other offer, discount or promotions. The Promotional Code cannot be used for the purchase of gift vouchers and/or gift cards.

26.25 The Promotional Code is non-transferable and non-refundable.

26.26 The Promotional Codes are not available to employees of MERCHANTEX.

26.27 No responsibility is accepted by MERCHANTEX. for Promotional Code that is illegible, lost, delayed or damaged during any such promotion, on any media or channel delivered via or electronically on the website. Promotional Code not submitted in accordance with these Terms, or incomplete, illegible or otherwise defective shall be rejected and/or disqualified and MERCHANTEX.'s decision is final.

26.28 By entering any such Promotional Code, all participants agree to participate in any publicity arising from any awards, free offers etc and MERCHANTEX. reserves the right to feature the name, photograph and location of the participant in any future marketing materials, website publications, promotions or competitions.

26.29 By entering any such Promotional Code, your personal data will be held by MERCHANTEX .for the purpose of administering any Promotional Code and contacting you in relation to the same.

26.3 Period Of Use

26.31 A Promotional Code is only valid during the period identified and on the dates and for the products specified in the media it was delivered in.

26.32 If no period is specified above, the Promotional Code shall be valid for no longer than 3 days from launch.

26.33 MERCHANTEX. reserves the right to (i) cancel or withdraw any Promotional Code, (ii) refuse to allow any consumer to participate in the Promotional Code, (iii) decline to accept orders where, in its opinion the Promotional Code is invalid for the order being placed (iv) Exclude any single or group of products from a 'general' promotion (any excluded products can be found in the basket stage upon entry of a code, or by emailing info@merchantex.de (v) amend these Terms (and will use reasonable endeavors to notify changes to participants via MERCHANTEX. website info@merchantex.de).

26.4 Returns of products or cancellation of order

26.41 In the case of a free item being offered, all items are subject to availability and MERCHANTEX. reserves the right to substitute such free item for any reason, for that of similar quality [and value].

26.42 In the case of a returned order, any free items must be returned as new, at the same time. Failure to return the item as new, or in part, whole or at all, then MERCHANTEX. reserves the right to deduct the full price of the free part from your credit.

26.43 In the case of a credited part or order, only the amount paid will be credited.

26.44 Where the redemption of a Promotional Code is subject to a minimum spend requirement, redemption is only permitted in respect of the purchase of the qualifying products (as communicated to you when issuing the Promotional Code). In the case of no minimum spend being visible, the amount which has to be spent, can be found in the checkout when processing your order. If the order is below this value, you will be advised at this stage.

26.45 Where a Promotional code has been communicated via email the Promotional Code is nontransferable

and the email address provided with the order must be the same as the email address to which the Promotional Code was sent.

26.46 These Terms are governed by and construed in accordance with Dutch Law and exclusive jurisdiction of the Dutch Courts in the event of a dispute.

26.47 Your statutory rights remain unaffected by any of the terms and conditions above.