



Term & Conditions of Sale Livn Manufacturing Limited

Effective April 2026

Abstract

These Conditions apply to all sales to the exclusion of any other terms unless Livn expressly agrees otherwise in Writing signed by a director.

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1. Definitions

1.1 “Buyer” means the person, firm or company who purchases the Goods from Livn (also referred to as the debtor).

1.2 “Livn” / “Seller” means Livn Manufacturing Limited SC156276.

1.3 “Goods” means the Goods (including any instalment or parts) which Livn is to supply.

1.4 “Contract” means the contract for the sale of the Goods formed in accordance with clause 2.

1.5 “Writing” includes email and any other permanent electronic means.

1.6 Headings are for convenience only.

1.7 These Conditions apply to all contracts for the sale of Goods by Livn to the Buyer and prevail over any terms or conditions put forward by the Buyer.

2. Quotation and Contract Formation

2.1 These Conditions apply to all sales to the exclusion of any other terms unless Livn expressly agrees otherwise in Writing signed by a director.

2.2 No binding contract exists until Livn confirms the Buyer’s order in Writing.

2.3 Prices are ex-works, exclusive of VAT, transport, insurance and packaging unless otherwise stated.

2.4 The Buyer does not rely on any representations not expressly set out in the Contract. All specifications, drawings and measurements are approximate only.

2.5 These Conditions and the Contract form the entire agreement between the parties and supersede all prior negotiations, representations, warranties, understandings and agreements (whether oral or in Writing).

3. Delivery

3.1 Any delivery date or period is an estimate only. Time is not of the essence. Livn shall not be liable for any delay.

3.2 Risk in the Goods passes to the Buyer on the earlier of: (a) notification that the Goods are ready for collection, or (b) delivery to the first carrier or the agreed place of delivery.

3.3 Legal title and property in the Goods shall remain vested in Livn until all sums due from the Buyer to Livn (including previous invoices, interest, costs, and any other debts whatsoever) have been paid in full. Until title passes, the Buyer holds the Goods as

fiduciary bailee for Livn, must store them separately and clearly marked as Livn's property at all times, and must not pledge, charge or encumber them. The Buyer must insure the Goods for their full replacement value on an "all risks" basis and provide evidence of insurance to Livn on request.

3.4 If the Goods are resold before title passes, Livn's title attaches to the proceeds of sale or the right to receive them. If the Goods are incorporated into other products, title in those products passes to Livn to the extent of the Goods' value.

3.5 Livn may enter the Buyer's or any third-party premises to repossess the Goods if payment is not made or if the Buyer is in breach.

3.6 The Buyer must supply any required specifications in reasonable time.

3.7 If the Buyer refuses delivery, Livn may store the Goods at the Buyer's risk and expense and/or terminate the Contract without prejudice to other remedies.

3.8 For bulk deliveries Livn may deliver $\pm 10\%$ of the ordered quantity, which shall be deemed the contract quantity.

3.9 Instalment deliveries are separate contracts; failure on one does not entitle the Buyer to repudiate the whole.

4. Warranties, Liabilities and Limitation of Liability

4.1 All implied warranties are excluded to the fullest extent permitted by law, except as set out in the Warranty Schedule (Appendix 1).

4.2 Product Warranties

Livn gives only the express warranties in Appendix 1. These are conditional upon strict compliance with the Livn Operation and Maintenance Manual (O&M Manual).

4.3 Mandatory Installation, Operation and Maintenance

4.3.1 The Buyer must install, operate and maintain the Goods strictly in accordance with the O&M Manual supplied with the Goods or available on request and any additional written instructions.

4.3.2 Failure to comply with the O&M Manual will automatically void all warranties and exclude Livn from any liability.

4.3.3 The Buyer must keep detailed maintenance records and make them available to Livn on request.

4.4 Warranty Claims

Claims must be notified in Writing within the warranty period and within 7 days of discovery. The Buyer bears return costs. Livn's sole remedy is repair, replacement or refund (at its discretion). Warranties are non-transferable.

4.5 Warranty Exclusions

No liability for defects caused by Buyer specification, misuse, failure to follow O&M Manual, unauthorised repairs, wear and tear, or use outside published conditions.

4.6 Limitation of Liability

4.6.1 Livn's total aggregate liability shall not exceed the price paid or payable for the Goods giving rise to the claim.

4.6.2 Livn shall never be liable for indirect, consequential, or economic loss (including loss of profit, revenue, business, goodwill or data).

4.6.3 Nothing excludes liability for death/personal injury caused by negligence or other non-excludable liability.

4.7 Nothing in these Conditions shall exclude or restrict liability where such exclusion is prohibited by the Consumer Rights Act 2015 or any other applicable statute. Where the Buyer is a consumer, the statutory rights of the Buyer are not affected by these Conditions.

5. Force Majeure

Livn is not liable for delays caused by events beyond its reasonable control (including war, pandemic, strikes, supply shortages, government action, cyber-attack, supply chain disruption, raw material shortages).

6. Buyer Default or Insolvency

Livn may immediately terminate if the Buyer breaches, becomes insolvent or fails to pay.

7. Indemnity

The Buyer shall indemnify Livn and keep Livn indemnified against all liabilities, losses, damages, costs, expenses (including legal fees on a full indemnity basis) and claims arising out of or in connection with any breach of these Conditions by the Buyer, any misuse or negligence relating to the Goods, or any infringement of third-party rights caused by the Buyer's specifications or instructions.

8. Payment

8.1 Payment is due within 30 days of invoice (or as stated).

8.2 If payment is not made by the due date, Livn shall be entitled (without prejudice to any other rights) to charge interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate from time to time (or the statutory rate under the Late Payment of Commercial Debts (Interest) Act 1998, whichever is higher), together with any fixed sum compensation and reasonable debt recovery costs permitted by that Act.

8.3 Livn may suspend deliveries and recover debt collection costs.

9. Severability

If any provision is held invalid, illegal or unenforceable, the remaining provisions shall continue in full force and effect.

10. Governing Law and Jurisdiction

These Conditions and the Contract shall be governed exclusively by the laws of Scotland. The parties submit to the exclusive jurisdiction of the Scottish courts.

11. Import / Export

Where Goods are supplied for export, Incoterms® current at the date of the Contract apply (subject to these Conditions prevailing in case of conflict). The Buyer is solely responsible for all import formalities, duties, taxes and compliance with destination-country laws.

12. General

12.1 The Buyer may not assign or transfer the Contract without Livn's prior Written consent. Livn may assign freely.

12.2 Each order and acceptance forms a separate Contract.

12.3 No waiver by Livn of any breach shall be a waiver of any subsequent breach.

12.4 Any variation must be agreed in Writing and signed by a director of Livn.

12.5: Each party shall comply with applicable data protection legislation including the UK GDPR and Data Protection Act 2018.

Appendix 1 – Warranty Schedule

Product Range	Warranty Period from Delivery	Scope of Warranty	Specific Exclusions / Conditions
Standard Livn Products	12 months	Free from defects in materials and workmanship	Failure to follow O&M Manual, misuse, unauthorised modification, fair wear & tear, incorrect storage/installation
Electronic / Powered Components	12 months	Free from defects in materials and workmanship	Power surges, water damage, incorrect voltage, software issues not caused by Livn, failure to follow O&M Manual
Consumables / Spare Parts	6 months	Free from defects in materials and workmanship	Single-use items, damage after first use, failure to follow O&M Manual

Notes:

All warranties are strictly conditional upon (i) full compliance with the Livn O&M Manual, (ii) proper installation and maintenance records being kept and produced on request, and (iii) the Goods not having been altered or repaired by unauthorised parties. These warranties are non-transferable. Livn's liability under any warranty is capped in accordance with clause 4.6. Labour, transport, and all consequential losses are excluded.