

Terms and Conditions

The following provisions govern sales by Profusion Ltd to our customers. Please review these as they are the Contract under which all sales are made.

Acceptance

All orders are accepted by Profusion Ltd (Profusion) subject to and in accordance with these Terms and Conditions. These Terms and Conditions override and exclude any terms and conditions in or referred to in any negotiations or course of dealing between Profusion and the Customer or set out in the Customer's standard terms and conditions and constitute the entire agreement between Profusion and the Customer for the sale of products or services. No variation to these Terms and Conditions is permitted unless expressly authorised in writing by a director of Profusion Ltd.

Quotations

Quotations are valid for thirty days and represent no obligation to Profusion until Profusion accepts the purchase order for the full quotation and issues an order acknowledgement. Any variation in quantities ordered may result in a price re-negotiation. Profusion reserves the right to increase the prices on any order, including acknowledged orders, in the event of an unexpected increase in cost (including, in particular, in the event of exchange rate variations).

Payment

For account customers payment shall be made in full upon request, and in no circumstances later than thirty days from the date of invoice. If the Customer fails to make payment by the due date then, without prejudice to any other right or remedy, Profusion shall be entitled to: i) Cancel the order or suspend any further deliveries. ii) Charge an administration fee for any legal or other actions required to recover monies due.

New accounts

Customers wishing to open an account are required to complete an account application form. Until an account is opened Customers are asked to send payment with order.

VAT

Prices are exclusive of VAT, which will be charged on any supplies in accordance with UK regulations if sent from the UK and EU regulations if sent from the Netherlands.

Despatch

Any times stated for despatch are estimates only. Profusion will use reasonable endeavours to meet delivery estimates but accepts no liability whatsoever for failure to deliver within the estimated delivery times however arising. Profusion reserves the right to deliver in more than one shipment. Time for delivery will not be of the essence.

Telephone orders

Orders will be accepted by telephone for account customers if an order number or reference is quoted. Written confirmation of telephone orders must be clearly marked with both the order number and 'confirmation'. Profusion will not accept liability for orders not so marked and duplicate orders will be charged accordingly.

Delivery charges

A charge may be made against orders to cover the cost of carriage and packing. Special deliveries will be charged at cost. Unless otherwise stated by written agreement all export deliveries will be executed on a DAP basis. DAP shall have the meaning given to it in INCOTERMS 2020. We may offer delivery on the basis of other INCOTERMS 2020 at additional cost if required. The Customer is responsible for all duties, imports, levies and other outlays levied by any authorities in connection with the Goods and will indemnify us against any expenses or losses incurred by us in connection with the foregoing. Obtaining any necessary import licenses is the responsibility of the Customer.

Title

The products shall be at the Customer's risk as from delivery. Ownership of all goods supplied to the Customer shall remain Profusion's until payment is received for the full invoice price. Until ownership passes to the Customer Profusion retains full legal and beneficial title to the Goods and reserves the right at any time to require the Customer to deliver up the goods to Profusion and, if the Customer fails to do so forthwith upon our request, to enter upon any of their premises or of any third party where the goods are stored and repossess the goods.

Guarantee

Profusion guarantees at its discretion to refund the price of the goods or to replace free of charge any goods found to its satisfaction to be defective within twelve months from the date of despatch, provided that the goods have not been subjected to conditions beyond their specification and examination by Profusion confirms that the defect has not been caused by misuse, neglect, method of storage, faulty installation, handling, testing or repair. The Guarantee shall not be affected by and no obligation or liability shall result from providing technical advice in connection with the order for the goods. Faulty goods must be returned carriage paid and with full details of failure. Profusion shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract with the customer, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of Profusion, its employees or agents or otherwise) which arise out of or in connection with the supply of the products or their use or resale by the Customer.

The entire liability of Profusion under or in connection with the contract with the Customer shall not exceed the price of the products except as expressly provided in these Terms and Conditions.

Description and data

Profusion will take all reasonable steps to ensure the accuracy of details relating to goods but accepts no liability in contract or in tort or under statute or otherwise for any error or omission in any technical data or literature supplied to the Customer whether caused by Profusion's negligence or otherwise.

Returns

Profusion will not accept returned goods without prior consent, except under guarantee. If Profusion agrees to accept returned goods other than under guarantee the goods shall be in original condition.

A handling charge may be levied on returned goods. If there are shortages or damages to the goods occurring in transit, the Customer must notify Profusion 14 days from the date of delivery, giving full details of any such shortages or damages and the Customer must return the goods to Profusion together with all packaging.

We will reimburse you for the postage costs incurred in returning such Goods. Where we accept that there has been damage in transit, a shortage or an error in the Goods despatched, we shall make up any shortfall, error or damage to your order free of charge as soon as reasonably possible. After the 14 day inspection period has expired, you will be deemed to have accepted the Goods and any attempt to return the Goods after this time will be rejected by us.

Cancellation

If you purchase Goods from us via our website and you are a UK/EU consumer, you are able to cancel your order with us for any reason or no reason at all within seven (7) days following receipt of your Goods by providing us with notice. Goods should be returned to us as soon as reasonably practicable but in no event later than seven (7) days after your notification to us that you wish to cancel your order. Goods should be returned to us undamaged and in their original packaging.

If you purchase Goods from us acting in the course of business the above rights of cancellation do not apply to you. In this event cancellation of your order or the return of any Goods may only be accepted after prior agreement with us. On no account can cancellation be accepted for items ordered specially by us on your behalf. Cancellations will be subject to a cancellation charge.

Exports

The Customer understands and acknowledges that the goods or technical data may be subject to import or export control restrictions applicable to Profusion and / or the Customer under U.K. or foreign laws or regulations (collectively "Trade Control Laws"). The Customer will not do or omit to do anything that would place Profusion in breach of the said laws or regulations. Any products resold, transferred, re-exported or disposed in any other way by the customer shall be in strict compliance with these laws.

Customer acknowledges that, before exporting or re-exporting any goods the Customer is responsible for determining if the products are controlled, prohibited or restricted for export or import and to obtain any license to export, re-export or import as may be required by Trade Control Laws.

In particular:

1. The Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for

use in the Russian Federation any products supplied by Profusion that fall under the scope of Article 12g of Council Regulation (EU) No 883/2014.

2. The Customer shall undertake its best efforts to ensure that the purpose of paragraph 1 is not frustrated by any third parties further down the commercial chain, including by possible resellers.
3. The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph 1.
4. Any violation of paragraphs 1, 2, or 3 shall constitute a material breach of an essential element of our Terms and Conditions and Profusion shall be entitled to seek appropriate remedies including, but not limited to:
 - a. Termination of business and
 - b. A penalty of the price of the products exported.
5. The Customer agrees to inform Profusion about any problems in applying paragraphs 1,2 and 3, including any relevant activities by third parties that could frustrate the purpose of paragraph 1. The Customer shall make available to Profusion information concerning compliance with the obligations under paragraph 1,2 and 3 within two weeks of the simple request of such information.

Prohibited Applications

Our products are not designed, authorized or warranted to be suitable for use in anti-personnel landmines, nuclear facilities or weapons, chemical or biological weapons, missile technology, space or aircraft or air traffic applications, life support or life sustaining equipment, surgical implantation equipment or for any other purpose where the failure or malfunction of the products could reasonably be expected to result in personal injury, death, severe property or environmental damage. Use or inclusion of the products in any such equipment or application is strictly prohibited and any such use will be at the Customer's own risk and the Customer will indemnify the Company and its suppliers against any and all liability and expenses (including costs) resulting from any such inclusion or use.

Miscellaneous

If any provision of this agreement is held by any competent authority to be invalid or unenforceable in whole or part the validity of the other provisions of this agreement and the remainder of the provision in question shall not be affected.

We shall not be liable to the Customer for any delay or failure to perform any of Profusion's obligations hereunder which is due to causes or circumstances beyond our control, including (without limitation) acts of civil or military authority, national emergencies, fire or flood, acts of God, war or riots, actions or omissions of third parties.

All Contracts between Profusion and the customer shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the English Courts.

These Terms and Conditions of Sale supersede all previous issues.