



## **Tiny Air – Standard Equipment Supply Terms**

### **1. Scope of Supply**

The Supplier shall manufacture and supply the equipment described in the agreed quotation and technical specification (“Equipment”). The quotation, specification, and these terms together form the contract.

Installation, commissioning, and training services shall be provided only where explicitly included in the quotation.

Both parties agree to cooperate in good faith to ensure successful delivery, installation, and operation of the Equipment.

---

### **2. Price and Payment Terms**

Prices are as stated in the quotation.

Payment terms shall be:

- 50% payment in advance upon order confirmation
- 50% payable within 30 days of delivery or installation (as stated in the quotation)

Manufacture will commence upon receipt of the advance payment.

Failure to make payments when due may result in suspension of delivery or services until payment is received.

Title to the Equipment shall remain with the Supplier until full payment has been received.

---

### **3. Delivery**

Delivery dates are estimates based on manufacturing schedules and international logistics.

The Supplier shall use reasonable commercial efforts to meet the estimated delivery timetable but shall not be liable for delays caused by factors outside its reasonable control, including but not limited to:

- shipping delays
- customs clearance
- component supply issues
- force majeure events

Where delays occur, the Supplier will promptly inform the Buyer and work with the Buyer to agree a revised delivery schedule.

---

#### **4. Installation and Acceptance**

Where installation is included, acceptance of the Equipment shall occur following successful installation and operational testing in accordance with the agreed specification.

If the Buyer does not notify the Supplier in writing of any material non-conformity within **10 business days** of installation, the Equipment shall be deemed accepted.

Acceptance shall not be unreasonably withheld or delayed.

---

#### **5. Warranty**

The Supplier warrants that the Equipment will be free from material defects in workmanship and materials for a period of **12 months from installation or delivery**, whichever occurs first.

During the warranty period the Supplier will, at its option:

- repair the Equipment
- replace defective components
- provide technical support

This warranty does not cover damage caused by misuse, unauthorised modification, improper installation by third parties, or normal wear and tear.

Extended service packages may be purchased separately.

---

## 6. Service Support

The Supplier will provide remote technical support during normal business hours.

Where service is required, the Supplier will use reasonable efforts to:

- provide remote diagnostic support within **two business days**, and
- arrange on-site service through an authorised service partner where necessary.

Repair times may vary depending on the nature of the fault and the availability of replacement parts.

---

## 7. Limitation of Liability

Nothing in this Agreement limits liability for death or personal injury caused by negligence.

Subject to the above:

The Supplier shall not be liable for indirect or consequential losses including but not limited to:

- loss of profits
- loss of revenue
- loss of business
- loss of hospital or operational income
- loss of clinical revenue
- cancelled procedures or operational downtime.

The total aggregate liability of the Supplier arising under or in connection with this Agreement, whether in contract, tort, or indemnity, shall not exceed the total value of the contract.

---

## 8. Data and System Use

The Equipment is designed for environmental air management and is **not intended to store or process patient-identifiable medical data**.

The Buyer is responsible for ensuring that the Equipment is integrated into its facilities in accordance with applicable IT and data protection policies.

---

## **9. Compliance**

Each party shall comply with all applicable laws and regulations relating to the performance of this Agreement.

The Buyer shall ensure that the Equipment is installed, operated, and maintained in accordance with the manufacturer's instructions and applicable safety requirements.

---

## **10. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

Any disputes arising under this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.