

Beta Test Programme – Terms and Conditions (UK)

Version 1.0 – 4th July 2025

1. Parties

1.1 “**Company**” means **CLIP TT LTD** a company incorporated and registered in England and Wales with company number **16493106** whose registered office is at **St. Davids Building, Lombard Street, Porthmadog, LL49 9AP**

1.2 “**Tester**” (also referred to as “you” or “your”) means the individual or entity signing these Terms and Conditions and participating in the Company’s Beta Test Programme (“Programme”).

2. Definitions

“**Prototype Unit(s)**” – the pre-production modular outdoor kitchen products supplied under this Programme.

“**Feedback**” – any comments, reviews, suggestions, data or other information relating to the performance, features, defects or use of the Prototype Units.

3. Purpose and Acceptance

3.1 These Terms govern the supply, installation and testing of the Prototype Units. By paying the cost price and agreeing these Terms you confirm your agreement. 3.2 The Prototype Units **do not yet comply with the General Product Safety Regulations 2005** and are supplied **solely for testing and evaluation purposes** to help the Company achieve full regulatory compliance. 3.3 You confirm that you are entering into this Programme wholly or mainly for business purposes (i.e. not as a “consumer” within the meaning of the Consumer Rights Act 2015).

4. Supply, Title and Risk

4.1 The Company will supply the Prototype Units to you at cost price as notified in writing. 4.2 Risk in the Prototype Units passes to you upon delivery. **Title remains with the Company** until full payment of the cost price is received. 4.3 You may not sell, lease, lend or otherwise dispose of the Prototype Units without the Company’s prior written consent.

5. Tester Obligations

You agree to: (a) Pay the cost price for the Prototype Units within 14 days of invoice; (b) Install and use the Prototype Units strictly in accordance with any instructions provided; (c) Provide written and verbal Feedback when reasonably requested (minimum



once per calendar month during the Test Period); (d) Grant the Company reasonable access (on at least 48 hours' notice) to inspect, maintain, test or modify the Prototype Units; (e) Permit the Company to photograph, film and otherwise record the Prototype Units on your premises and to use such materials for marketing and internal R&D purposes (see clause 9); (f) Exercise reasonable care and supervise any third-party use of the Prototype Units; (g) Immediately notify the Company of any defect, malfunction or safety incident.

6. Product Safety Warning

6.1 THE PROTOTYPE UNITS ARE **EXPERIMENTAL** AND SUPPLIED "AS IS". They may contain defects and may not function to the standard of finished products. 6.2 You acknowledge that use of gas, electricity, heat or sharp implements in conjunction with the Prototype Units involves inherent risks. You must ensure adequate ventilation, fire safety measures and compliance with any applicable building regulations.

7. No Warranty; Statutory Rights

7.1 **No warranty (express or implied) is given or may be implied** as to quality, performance, merchantability, fitness for purpose, durability or compliance with UK or EU product safety legislation. 7.2 Nothing in these Terms limits or excludes liability for: (a) death or personal injury caused by the Company's negligence; (b) fraud or fraudulent misrepresentation; or (c) any liability which cannot by law be limited or excluded.

8. Limitation of Liability

8.1 Subject to clause 7.2, the Company's total aggregate liability arising out of or in connection with this Programme shall not exceed the amount paid by you for the Prototype Units. 8.2 The Company shall not be liable for: (i) loss of profit, revenue, opportunity or goodwill; (ii) indirect or consequential loss; or (iii) any loss resulting from your failure to follow written instructions.

9. Photography, Video and Marketing Rights

9.1 You grant the Company a perpetual, worldwide, royalty-free licence to use photographs, video and other media featuring the Prototype Units at your premises (including incidental inclusion of property or likeness) for promotional, advertising, case-study and internal purposes. 9.2 You may revoke consent for imagery that identifies you personally by giving 30 days' written notice, except where such materials are already in circulation.

10. Intellectual Property & Feedback

10.1 All intellectual property rights in the Prototype Units and any modifications remain the exclusive property of the Company. 10.2 You hereby assign to the Company all rights in the



Feedback. To the extent such assignment is not effective, you grant the Company an unrestricted, perpetual licence to use the Feedback for any purpose.

11. Confidentiality

11.1 You must not disclose to any third party (except professional advisers under duty of confidence) any technical or commercial information about the Prototype Units or the Programme. 11.2 This obligation survives termination for five (5) years.

12. Data Protection

12.1 Both parties will comply with applicable data protection laws, including the UK GDPR and Data Protection Act 2018. 12.2 Where the Company processes personal data on your behalf (e.g. installation videos), the parties shall enter into a data processing agreement on the Company's standard terms.

13. Term and Termination

13.1 The **Test Period** commences on delivery and continues for 12 months unless earlier terminated. 13.2 Either party may terminate on 30 days' written notice. 13.3 The Company may terminate immediately if you materially breach these Terms. 13.4 Upon termination, at the Company's option you shall either (a) return the Prototype Units or (b) purchase them at a mutually agreed price reflecting their condition.

14. General

14.1 **Force Majeure** – neither party is liable for delay or failure caused by events beyond its reasonable control. 14.2 **Assignment** – you may not assign these Terms without the Company's prior written consent. 14.3 **Variation** – no variation is effective unless in writing and signed by both parties. 14.4 **Severance** – if any provision is held invalid, the remainder shall remain in force. 14.5 **Entire Agreement** – these Terms constitute the entire agreement, superseding all prior discussions.

15. Governing Law and Jurisdiction

15.1 These Terms and any dispute or claim (including non-contractual disputes or claims) are governed by **English law**. 15.2 The parties submit to the exclusive jurisdiction of the courts of England and Wales.