

Terms & Conditions of Sale

Please read these terms and conditions carefully. The Buyer's attention is particularly drawn to Conditions 2.4, 3.5, 3.6, 15.4.2 and 15.6 under which the Buyer indemnifies the Seller; Condition 4 in relation to price; and Condition 13 which limits the Seller's liability.

1. INTERPRETATION

1.1. In these Conditions

1.1.1. the following expressions shall have the following meanings;

“**Brexit Trigger Event**” shall have the meaning given to it in Condition 17.2.

“**Business Day**” means any day other than Saturday, Sunday or a day on which banks in England and Wales are closed for business.

“**Buyer**” means the individual, firm, company or other party from whom an Order to Supply Goods is received by the Seller.

“**Conditions**” means the standard terms and conditions of sale of the Seller as set out herein and includes any additional terms and conditions of sale agreed in Writing by the Seller.

“**Contract**” means a contract for Supply of Goods by the Seller to the Buyer made in Writing in accordance with these Conditions .

“**Goods**” means the goods which the Seller is to supply under the Contract and where the context so admits includes raw materials, processed materials and/or fabricated products whether manufactured by the Seller or not.

“**Incoterms Rules 2020**” means the 2020 version of the standardised set of international trade terms published by the International Chamber of Commerce.

“**Intellectual Property Rights**” means all patents, copyright, design right, trademarks and other similar rights (whether registered or unregistered), whether existing now and or in the future and wherever existing in the world together with the rights to apply for protection of the same.

“**Order**” means an order placed by the Buyer for the Supply of Goods whether verbally or in Writing.

“**Recommendations for Use**” means the recommendations (if any) relating to the storage, handling, application and/or use of the Goods contained in the published literature of the Seller (or, if relevant, a Supplier) or any recommendations made in Writing by an authorised representative of the Seller (or, if relevant, a Supplier).

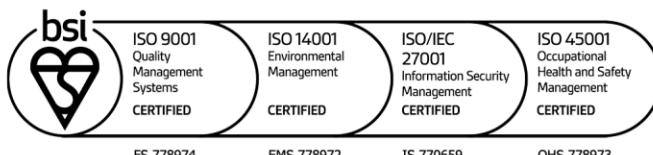
“**Seller**” means Altecnic Limited and any subsidiary, holding company, or associate of the said company and also, where the context so permits, any sub-contractor, subsidiary, or holding company or associate of such sub-contractor.

“**Specification**” means any specification for the Goods, including any pattern, design and related plans and drawings, that is agreed in Writing by the Seller and the Buyer.

“**Supplier**” means any person, firm or company who or which supplies the Goods to the Seller in substantially the form in which they are supplied and/or provided to the Buyer.

“**Supply**” includes, where the context so admits, lease, hire or loan of the Goods and “**supplied**” shall be construed accordingly.

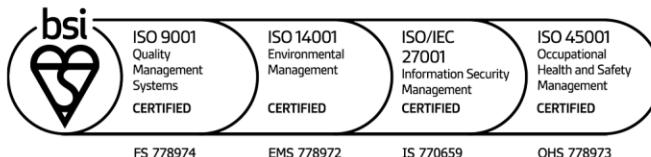
“**Writing**” includes electronic mail (but not text message or similar services) but excludes facsimile transmission.



- 1.1.2. words importing the singular number shall include the plural and vice versa, words importing the masculine shall include the feminine and neuter and vice versa, and words importing persons shall include bodies corporate, unincorporated associations and partnerships.

2. ORDERS AND CONTRACT

- 2.1. Where there has been no previous course of dealing between the Seller and the Buyer, the Buyer shall, at Seller's request, provide details of: (i) its incorporation (including full name and registered address); (ii) all of its branches; (iii) where the Buyer is an incorporated entity, the full names and addresses of all of its directors and the names and addresses of three persons, firms or companies with whom the Buyer has had recent trade dealings; and (iv) the names and addresses of the Buyer's bankers and accountants or auditors (as applicable), together with its authority in Writing for the Seller to contact all of those mentioned above for appropriate references. If the requested information is not provided in Writing within 5 (five) Business Days of the date of a request from the Seller or if the Seller is not satisfied with the information provided for any reason, the Seller may terminate the Contract and the rights and liabilities of the parties shall be the same as if the Contract had been cancelled in accordance with the provisions of Condition 10.
- 2.2. Notwithstanding that the Seller may have given a detailed quotation or estimate either verbally or in Writing, no Order shall be binding on the Seller unless and until it has been acknowledged in Writing by the Seller or the Goods are delivered by the Seller to the Buyer pursuant to the Order, at which point the Contract shall come into existence.
- 2.3. These Conditions apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. In the case of any inconsistency between any letter or quotation incorporating or referring to these Conditions and any Order, letter or form of contract sent by the Buyer to the Seller, whatever may be their respective dates, including any receipt or other documentation provided by the Buyer, upon delivery of the Goods or otherwise, purporting to incorporate the Buyer's terms and conditions, the provisions of these Conditions shall prevail and the Buyer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Buyer that is inconsistent with these Conditions. In the event of the Seller entering into the Contract without the Seller having submitted a written quotation or other letter or document incorporating or referring to these Conditions but in circumstances where the Buyer has had prior notice of these Conditions then all Goods supplied shall be subject to these Conditions.
- 2.4. No variation of the Contract by the Buyer shall be binding upon the Seller unless made in Writing and signed by both parties or their authorised representatives. In the event of such variation the Buyer shall indemnify the Seller in full against all loss, which term shall include (but without prejudice to the generality thereof) loss of profit, costs (including the cost of labour and materials), damages, charges and expenses incurred (directly or indirectly) by the Seller as a result of such variation.
- 2.5. The Seller may issue quotations to the Buyer from time to time. Such quotations are invitations to treat only and shall be valid as such for a period of 20 Business Days. They are not an offer to supply the Goods and are incapable of being accepted by the Buyer.
- 2.6. Any representations or warranties made by or on behalf of the Seller prior to the Contract, including any statements or other information contained in any marketing and other promotional material, are hereby expressly excluded and shall be of no effect, unless confirmed by a director of the Seller in Writing.



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- 2.7. Any samples, drawings, descriptive matter or advertising produced by the Seller and any descriptions or illustrations contained in the Seller's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.

3. DESIGNS, SPECIFICATIONS AND INTELLECTUAL PROPERTY RIGHTS

3.1. Where Goods are made, cut or otherwise supplied to the Buyer's own Specification, the Buyer warrants and undertakes full responsibility:

- 3.1.1. for the suitability and fitness of the Specification;
 - 3.1.2. that such Specification does not infringe any third party Intellectual Property Rights; and,
 - 3.1.3. for the accuracy of any Specification or details provided by the Buyer to the Seller in any Order.
- 3.2. The Buyer acknowledges that where it has supplied its own Specification, the Seller shall have no liability for any defects in the Goods supplied pursuant to that Specification, pattern or design.

3.3. The Buyer acknowledges that where it has supplied its own Specification, the Seller shall be under no liability of any description to the Buyer if the Goods prove to be unsuitable for whatever reason for application or use notwithstanding that the Seller may, at the request of the Buyer, have given in good faith technical or other advice in relation to the proposed application or use of the Goods.

3.4. To the extent the Goods are to be manufactured in accordance with a Specification supplied by the Buyer, the Buyer shall indemnify the Seller in full against all liabilities, costs, losses, damages or expenses whatsoever (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) which the Seller may suffer or incur in connection with any claim made against the Seller by reason of actual or alleged infringement of any third party Intellectual Property Rights arising out of or in connection with the Seller's use of the Specification.

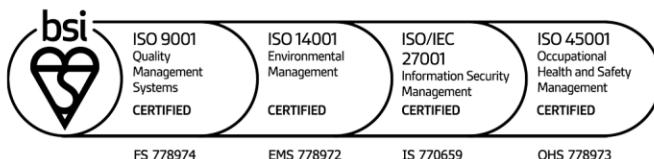
3.5. **The Buyer shall indemnify the Seller against any and all liability of any kind arising out of or connected with the application or use of the Goods in accordance with the Buyer's Specification or otherwise.**

3.6. The Seller reserves the right to change the Buyer's Specification as required to ensure that the Goods comply with any applicable health, safety or other statutory or regulatory requirements.

3.7. The Seller shall be the sole owner of all Intellectual Property Rights in all documents and drawings made or produced by it (or by any person who would or might become a Supplier if an Order were to be placed by the Buyer) in preparing a quotation for the Buyer or in the course of work on any Contract with the Buyer.

3.8. The Buyer hereby warrants and undertakes not to utilise any such inventions, formulations, designs, documents or drawings as are referred to in Condition 3.8 which come to its knowledge or possession during negotiations or the preparation of a quotation for the Supply of Goods by the Seller to the Buyer, whether or not a Contract is entered into or during the execution of a Contract or thereafter, other than in respect of the use or re-sale of such Goods by the Buyer in the ordinary course of its business without the prior consent in Writing of the Seller.

4. PRICE

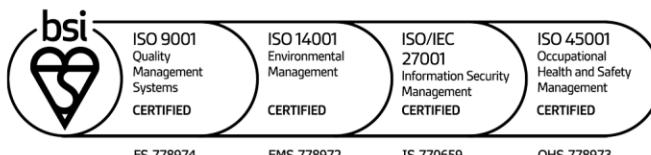


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- 4.1. The price payable for the Goods shall be the list price of the Seller set out in the most recent price list or limited offer quotation issued to the Buyer in Writing prior to delivery of the Goods, subject to any other terms agreed in Writing ("Price"). Any price set out in any quotation shall be considered to have been given solely for information and shall not constitute an obligation on the part of the Seller that it shall deliver the Goods at that price.
- 4.2. Unless otherwise stated in Writing, the Price does not include Value Added Tax which shall be payable by the Buyer in addition to the Price at the rate applicable at the date of invoice.
- 4.3. Unless otherwise stated in Writing, the Price does not include the cost of packaging. Where packaging is included, unless otherwise agreed, it shall be to the Seller's standard specification which should be adequate for the normal incidence of competent handling, covered transport and short term indoor storage in a temperate climate. If additional protection is required, the Buyer must specify this before the Contract is made and the Seller reserves the right to charge for any additional costs incurred as a result.
- 4.4. The Price does not include the cost of insurance of the Goods.
- 4.5. Unless otherwise stated in Writing, the Price does not include the cost of carriage to the contracted place of delivery nor the cost of off-loading the Goods which should be arranged by the Buyer at its sole risk and expense. The Seller shall endeavour to expedite delivery if requested so to do by the Buyer who must specify in Writing the means of transport to be used, in default of which the Seller shall use such delivery service as it in its absolute discretion sees fit but the Buyer shall reimburse the Seller for all additional costs the Seller incurs thereby.
- 4.6. The Seller reserves the right at any time prior to delivery to increase the Price to reflect any increase in its costs of performing the Contract including, but not limited to, any foreign exchange fluctuation, currency regulation, alteration of duties, changes in quantities, changes to the Specification for the Goods, quantities or delivery date(s) requested by the Buyer, any significant increase in the costs of manufacture of the Goods (including increases in labour, materials and manufacturing costs) or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate or accurate information or instructions.
- 4.7. For Orders which have been placed or in relation to any Contracts already entered into, the Seller may increase the Price at any time by giving the Buyer notice in Writing.
- 4.8. If the Seller considers that the consequences of Brexit materially increase the costs of it performing its obligations under a Contract and/or reduce its income under a Contract and/or otherwise adversely affects the benefits it derives from the Contract, the Seller may give the Buyer five Business Days' notice in Writing of its intention to increase the Price. For the avoidance of doubt, the imposition of tariffs and other trade barriers or conditions relating to the Goods and not in existence at the date of the Contract shall be considered to be a material increase to the costs of the Seller.
- 4.9. The Buyer also agrees to pay for any loss or extra cost incurred by the Seller through the Buyer's faulty instructions, lack of instructions or any failure or delay of the Buyer in taking delivery or any act or default on the part of the Buyer, its servants, agents or employees.

5. DELIVERY

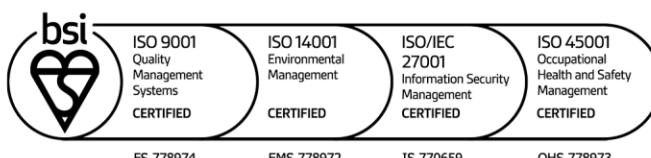
- 5.1. Unless otherwise agreed in writing, delivery of Goods shall be made on the following basis:
 - 5.1.1. DAP, in accordance with the Incoterms Rules 2020;
 - 5.1.2. where the parties have agreed that the Buyer will collect the Goods from the Seller's premises, FCA in accordance with the Incoterms Rules 2020; or
 - 5.1.3. where the Buyer's address is outside the United Kingdom, FOB in accordance with the Incoterms Rules 2020,
- provided that, in the event of any inconsistency between the Incoterms Rules 2020 and the provisions of the Contract, the terms of the Contract shall prevail.



- 5.2. Where the Seller makes the Goods available for collection at its premises, the Buyer shall collect the Goods from the Seller's premises within 3 (three) Business Days of the Seller notifying the Buyer that the Goods are ready.
- 5.3. Any receipt or other documentation provided by the Buyer to the delivery driver at the point of delivery of the Goods, which purports to incorporate the Buyer's terms and conditions, are incapable of being accepted by or binding on the Seller as a result of the delivery driver's lack of authority to receive any contractual documentation from the Buyer for the purposes of binding the Seller.
- 5.4. The Seller shall take reasonable steps to complete the Contract by the date or dates therein specified for delivery of Goods. For the avoidance of doubt, such date or dates shall not be guaranteed and the time for performance of the Contract by the Seller shall not be of the essence.
- 5.5. The Seller's failure to so deliver by the due date or dates shall not constitute a breach of the Contract and the Seller shall not be responsible for any direct or consequential loss resulting therefrom.
- 5.6. The Seller may wholly or partly suspend deliveries of Goods and the Buyer shall accept late delivery of such Goods unless the Buyer has cancelled the Contract in accordance with the provisions of Condition 10.
- 5.7. If the Seller fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the Price of the Goods. The Seller shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by an event beyond its reasonable control or the Buyer's failure to provide the Seller with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 5.8. If 10 (ten) Business Days after the day on which the Seller notified the Buyer that the Goods were ready for delivery the Buyer has not taken or accepted actual delivery of them, the Seller may resell or otherwise dispose of part or all of the Goods and, after deducting storage and selling costs, charge the Buyer for any shortfall below the Price of the Goods.
- 5.9. The quantity of any consignment of Goods as recorded by the Seller upon despatch from the Seller's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.
- 5.10. The Seller may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment.
- 5.11. If the Seller requires the Buyer to return any packaging materials to the Seller, the Buyer shall make any such materials available for collection at such times as the Seller shall reasonably request.

6. QUALITY

- 6.1. The Seller warrants that on delivery, and for a period of 12 (twelve) months from the date of delivery, or 18 (eighteen) months from date of manufacture ("Warranty Period"), the Goods shall:
 - 6.1.1. conform in all material respects with the Specification; and
 - 6.1.2. be free from material defects in design, material and workmanship.
- 6.2. Subject to Condition 6.3, if:
 - 6.2.1. the Buyer gives notice in Writing to the Seller during the Warranty Period within 5 Business Days of discovery that some or all of the Goods do not comply with the warranty set out in Condition 6.1;
 - 6.2.2. the Seller is given a reasonable opportunity of examining such Goods; and

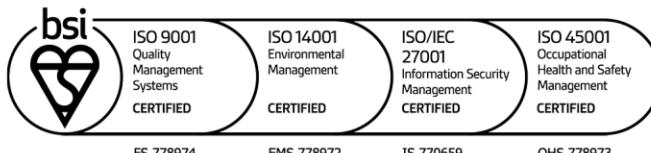


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- 6.2.3. the Buyer returns such Goods to the Seller's place of business at the Buyer's cost, the Seller shall, at its option, repair or replace the defective Goods or refund the Price of the defective Goods in full.
- 6.3. The Seller shall not be liable for the Goods' failure to comply with the warranty set out in Condition 6.1 in any of the following events:
 - 6.3.1. the Buyer makes any further use of such Goods after giving notice in accordance with Condition 6.2;
 - 6.3.2. the defect arises because the Buyer failed to follow the Seller's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods (if any) or good trade practice regarding the same;
 - 6.3.3. the defect arises as a result of the Seller following any Specification or drawing supplied by the Buyer;
 - 6.3.4. the Buyer alters or repairs such Goods without consent in Writing by the Seller;
 - 6.3.5. the defect arises as a result of fair wear and tear, wilful damage, negligence or abnormal storage or working conditions; or
 - 6.3.6. the Goods differ from their Specification as a result of changes made to ensure they comply with applicable health, safety or other statutory or regulatory requirements.
- 6.4. Except as provided in this Condition 6, the Seller shall have no liability to the Buyer in respect of the Goods' failure to comply with the warranty set out in Condition 6.1.
- 6.5. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 6.6. These Conditions shall apply to any repaired or replacement Goods supplied by the Seller.
- 6.7. The parties acknowledge that the Goods are to be provided by the Seller for use in the territory in which delivery occurs and that the warranties given in this Condition 6 shall only apply to the use of the Goods in such territory. Unless otherwise agreed between the parties, the Seller makes no warranty in respect of the use of the Goods outside of such territory (including, without limitation) in any jurisdiction for which the Goods do not have the appropriate certification marks) and no such warranty shall be implied.

7. TERMS OF PAYMENT

- 7.1. Unless otherwise agreed in Writing, the Price shall be due and payable in full and in cleared funds to a bank account nominated in Writing by the Seller 30 (thirty) days after the date of the Seller's invoice.
- 7.2. Time for payment shall be of the essence. Notwithstanding the aforementioned, the Seller reserves the right to require payment and the Buyer agrees to make that payment immediately on delivery of the Goods or on the Seller sending notification that the Goods are in a deliverable state if:
 - 7.2.1. the Buyer has previously failed to make any payment owing to the Seller on the due date;
 - 7.2.2. the Buyer has failed to provide the information referred to in Condition 2.1 in accordance with the provisions of that Condition; or
 - 7.2.3. the Seller has not received satisfactory credit rating information relating to the Buyer from any of the persons identified in Condition 2.1.
- 7.3. Interest shall be due and payable on any unpaid sum from the due date for payment in accordance with these Conditions until the actual date of payment (before and after judgment) at either:
 - 7.3.1. 4% per annum over the base rate of the Bank of England from time to time in force which shall accrue on a daily basis; or



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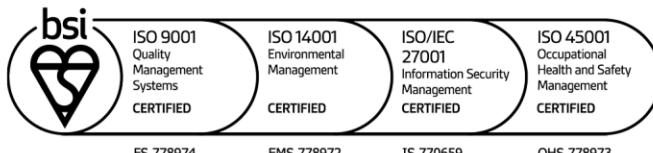
- 7.3.2. the prevailing rate under the Late Payment of Commercial Debts (Interest) Act 1998 (as amended);
at the absolute discretion of the Seller.
- 7.4. The Seller shall have a lien on any Goods in its possession and it shall be entitled to retain them and/or suspend work on any Contract in respect of all sums due from the Buyer to the Seller.
- 7.5. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8. SUSPENSION AND CANCELLATION BY BUYER

Any request by the Buyer to cancel or suspend the Contract may be accepted at the sole discretion of the Seller and unless otherwise agreed in Writing, only upon condition that any costs, charges or expenses (both direct and consequential) incurred by the Seller by reason of such cancellation or suspension shall be reimbursed by the Buyer to the Seller immediately. Any such acceptance made by the Seller shall only be binding upon the Seller if it is made in Writing and shall not be considered as an acceptance of any subsequent cancellation or suspension.

9. MATTERS BEYOND THE SELLER'S CONTROL

- 9.1. If the Seller is unable to complete the Contract either wholly or in part for any reason whatsoever beyond its reasonable control, then performance of the Contract shall be suspended for the period during which the Seller is so prevented, provided that should the Contract be suspended for a continuous period of more than three months, then either party may give the other notice in Writing to terminate the Contract immediately. Such suspension shall not relieve the Buyer of its obligation to pay for any Goods already delivered. The Seller shall be under no liability whatsoever to the Buyer for any direct or consequential loss or damage suffered by the Buyer as a result of such termination.
- 9.2. If the Seller is prevented from or delayed in delivering Goods as a result of delay or default on the part of the Buyer or any other reason beyond the Seller's reasonable control and the Contract is not cancelled in accordance with the other provisions of this Condition 8, the Seller shall be entitled to reschedule the date or dates for such delivery of Goods to an alternative date at its sole discretion.
- 9.3. The Buyer shall pay the Seller's storage charges for Goods in the event of any delay or default by the Buyer in its performance of the Contract and, notwithstanding Condition 14, such Goods shall be held at the sole risk of the Buyer.
- 9.4. The Seller shall have no liability to the Buyer for any delay in accordance with Conditions 8 or 9.2.



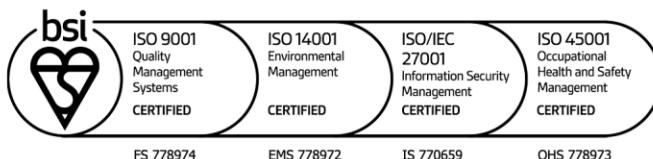
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10. TERMINATION

- 10.1. Without limiting its other rights or remedies, the Seller may terminate the Contract with immediate effect by giving notice in Writing to the Buyer if:
 - 10.1.1. the Buyer commits a material breach of any term of the Conditions and/or the Contract and, provided that breach is capable of remedy, fails to remedy the breach within 5 Business Days of being requested in Writing by the Seller to do so;
 - 10.1.2. the Buyer has a bankruptcy order made against it or makes an arrangement or composition with its creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer or if any analogous procedure is taken in connection with the Buyer in another jurisdiction;
 - 10.1.3. the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 10.1.4. the Buyer's financial position deteriorates to such an extent that in the Seller's opinion the Buyer's capability to adequately fulfil its obligations under the Conditions and/or the Contract has been placed in jeopardy.
- 10.2. Without limiting its other rights or remedies, the Seller may suspend provision of the Goods under the Contract or any other contract between the Buyer and the Seller if the Buyer becomes subject to any of the events listed in Conditions 10.1.2 to 10.1.4, or the Seller reasonably believes that the Buyer is about to become subject to any of them, or if the Buyer fails to pay any amount due under these Conditions and/or the Contract on the due date for payment.
- 10.3. Without limiting its other rights or remedies, the Seller may terminate the Contract with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under the Conditions and/or the Contract on the due date for payment.
- 10.4. On termination of the Contract for any reason the Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Seller shall submit an invoice, which shall be payable by the Buyer immediately on receipt.
- 10.5. Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 10.6. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

11. ADDITIONAL GOODS

Where the Buyer requires Goods to be provided in addition to those set out in the Contract but as part of the Contract, the Buyer shall place an Order in Writing and upon acceptance in Writing by the Seller of such Order, the provisions of these Conditions shall apply to those additional Goods.

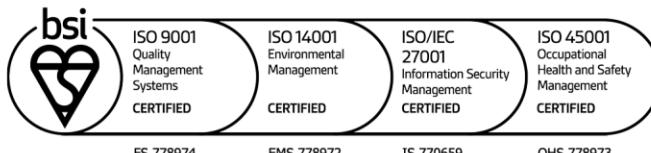


12. CLAIMS FOR DAMAGE IN TRANSIT/SHORTAGES

- 12.1. The Seller, acting in its sole discretion, may make up any shortages or repair or replace free of charge any Goods lost, partially lost or damaged in transit to the contracted place of delivery, in which event the time for the delivery of the same shall be extended for such period as the Seller may reasonably require.
- 12.2. No claims for non-delivery, partial loss or damage to Goods shall be accepted by the Seller unless:
- 12.2.1. they are notified in Writing by the Buyer to the Seller (email to customerservice@altecnic.co.uk with a copy to the carrier if the Seller's own vehicles were not used) by:
 - 12.2.1.1. 5pm the next Business Day following date of delivery in the case of externally recognisable partial loss or damage;
 - 12.2.1.2. within 5 (five) Business Days following date of delivery in the case of externally non-recognisable partial loss or damage to Goods; or
 - 12.2.1.3. within 10 (ten) Business Days following the date of the Seller's invoice in the case of non-delivery;
 - 12.2.2. the Goods in respect of which a claim is made, together with the packing, are preserved intact as received by the Buyer for a period of 15 (fifteen) Business Days from date of Seller's receipt of notification of any such claim; and
 - 12.2.3. the Buyer permits and enables the Seller or its servants, agents and and/or employees full and free right of access to inspect the Goods and investigate the claim as the Seller sees fit.

13. WARRANTIES AND LIMITATIONS OF LIABILITY

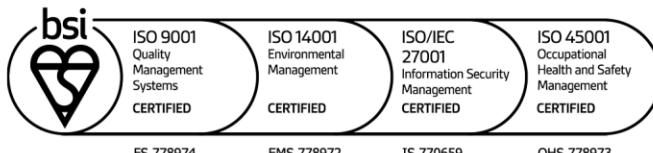
- 13.1. The Seller shall use reasonable endeavours to pass on to the Buyer such benefits relating to warranties or guarantees in respect of the Goods which the Seller has under contract with third party manufacturers. Notwithstanding the aforementioned, any warranties, conditions or undertakings, whether express or implied by statute, common law or otherwise, howsoever in respect of such Goods are, subject to Section 6(1) of the Unfair Contract Terms Act 1977, hereby expressly excluded.
- 13.2. Notwithstanding Condition 13.1, if the Contract is with a person who deals as consumer as defined by Section 12 of the Unfair Contract Terms Act 1977, nothing herein contained shall operate to exclude any liability for breach of such obligations as are mentioned in Section 6(2) of the Act.
- 13.3. The Buyer shall be under a duty to mitigate any loss, damage, costs or expenses that it may suffer (including by maintaining an adequate stock of the Goods).
- 13.4. Nothing in these Conditions excludes or limits the liability of the Seller for:
- 13.4.1. death or personal injury caused by its or its employees' or agents' negligence;
 - 13.4.2. fraud or fraudulent misrepresentation;
 - 13.4.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
 - 13.4.4. defective products under the Consumer Protection Act 1987.
- 13.5. Subject to the above Conditions 13.1 to 13.4:
- 13.5.1. the Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Price payable for the Goods as referred to in Condition 4.1;



- 13.5.2. the Seller shall not be liable to the Buyer for any direct, indirect or consequential loss or damage (whether for loss of profit, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, loss of or depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.
- 13.6. Unless the Buyer notifies the Seller that it intends to make a claim in respect of an event within the notice period, the Seller shall have no liability for that event. The notice period for an event shall start on the day on which the Buyer became, or ought reasonably to have become, aware of the event having occurred and shall expire 3 (three) months from that date. The notice must be in Writing and must identify the event and the grounds for the claim in reasonable detail.

14. RISK AND TITLE

- 14.1. The Goods are at the risk of the Buyer from the time of delivery.
- 14.2. Ownership of the Goods shall not pass to the Buyer until the Seller has received in full (in cash or cleared funds) all sums due to it in respect of:
 - 14.2.1. the Goods; and
 - 14.2.2. all other sums which are or which become due to the Seller.
- 14.3. Until ownership of the Goods has passed to the Buyer, the Buyer must:
 - 14.3.1. hold the Goods on a fiduciary basis as the Seller's bailee;
 - 14.3.2. store the Goods (at the Buyer's cost) separately from all other goods held by the Buyer or any third party so that they remain readily identifiable as the Seller's property;
 - 14.3.3. not remove, destroy, deface or obscure any identifying mark or packaging on or relating to the Goods.
- 14.4. The Buyer shall:
 - 14.4.1. insure the Goods and/or any products made wholly or partly therefrom against all risks for the full Price payable under the Contract with an insurance office of repute from the time of delivery of the Goods until the date title in the Goods passes to the Buyer;
 - 14.4.2. procure that the interest of the Seller as the owner of the Goods is noted on the policy of such insurance; and
 - 14.4.3. promptly produce such policy and related documentation to the Seller for inspection on demand.
- 14.5. The Buyer shall hold the proceeds of any insurance policy referred to in Condition 14.4 on trust for the Seller and not mix them with any other funds nor pay into any overdrawn account.
- 14.6. The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:
 - 14.6.1. any sale shall be effected in the ordinary course of the Buyer's business at full market value; and
 - 14.6.2. any such sale shall be a sale of the Seller's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.
- 14.7. The Buyer's right to possession of the Goods shall terminate immediately if:
 - 14.7.1. the Buyer becomes subject to any of the events listed in Conditions 10.1.2 to 10.1.4, or the Seller reasonably believes that the Seller is about to become subject to any of them;
 - 14.7.2. the Buyer suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it, or fails to observe/perform any of its obligations under the Contract or any other contract between the Seller and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or
 - 14.7.3. the Buyer encumbers or in any way charges any of the Goods.

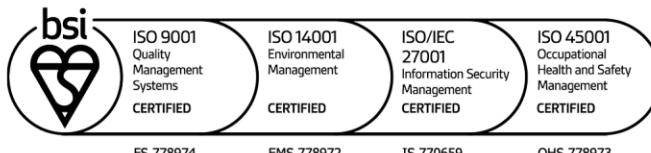


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- 14.8. The Seller shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Seller.
- 14.9. The Buyer grants the Seller, its agents, servants and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them. The Buyer shall fully co-operate with the Seller in enabling the Seller to enter such premises.
- 14.10. For the purposes of Condition 14.1 the expression "the Buyer" includes any subsidiary or holding company or associate of the Buyer.

15. GENERAL

- 15.1. The Seller reserves the right to correct any clerical or typographical errors made by its employees, servants or agents at any time.
- 15.2. The attention of the Buyer is drawn to the provisions of Section 6 of the Health and Safety Act 1974. The Seller shall use its best endeavours to pass on to the Buyer, upon request in Writing, such information on the design and construction of the Goods provided by the manufacturer to ensure that as far as is reasonably practicable they are safe and without risk to health when properly used. It is the responsibility of the Buyer to take such steps as are necessary to ensure that such information relevant to the Goods is made available to its servants, agents or any person to whom the Buyer supplies them and to any other person to whom the Buyer reasonably considers any such information should be given.
- 15.3. The Goods shall not be used in any country other than that for which the Seller was aware they were originally ordered, without the Seller's consent in Writing.
- 15.4. If Goods are to be supplied under the Contract to be used outside the United Kingdom, the Buyer shall:
 - 15.4.1. be deemed to have satisfied itself that such Goods comply with the safety regulations of any country, state or jurisdiction in which the goods are to be so used; and
 - 15.4.2. indemnify the Seller in full for any loss or damage or liability whatsoever which the Seller may incur in connection with a claim against it or otherwise if such Goods do not comply with such safety regulations.
- 15.5. The Buyer warrants to the Seller that:
 - 15.5.1. the Buyer shall install, operate or otherwise use or store the Goods strictly in accordance with any Recommendations for Use and with all relevant or applicable statutory or other regulations governing the installation, operation, use or storage of the Goods; and
 - 15.5.2. any collection vehicle, container, ship or other means of transport provided by the Buyer or any agent of the Buyer shall comply with all relevant legislation and regulations relating to health and safety requirements; and
 - 15.5.3. the storage and transport facilities of the Buyer and all parts thereof and all equipment used in connection therewith is suitable for storage (both short term and long term) and transport of the goods and complies with any statute, regulation, bye law or other rule having the force of law and relating to the storage of goods of the nature of the goods; and
 - 15.5.4. the Buyer shall ensure that the Goods are stored at temperatures appropriate to goods of that nature and shall comply with any recommendations as to the storage of Goods notified to it by the Seller from time to time.
- 15.6. The Buyer shall indemnify the Seller against any claim, loss or damage (including, without limitation, damage to the reputation of the Seller) arising directly or indirectly from any breach of the Buyer's obligations under the Contract or any use of the Goods outside the territory in which the Goods are delivered (or such other territory as agreed pursuant to Condition 6.7).

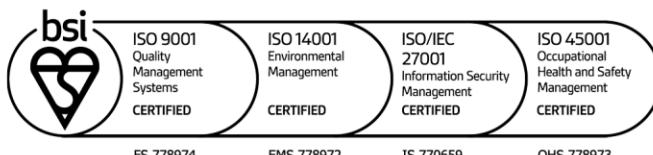


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- 15.7. If at any time any one or more of the provisions of these Conditions becomes or is invalid, illegal or unenforceable in any respect under any law or is held by a court to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 15.8. In the event of a dispute arising between the Seller and the Buyer concerning any sum to which the Seller is entitled, in addition to the Price as provided for in these Conditions, then a certificate from the Seller's auditors certifying such sum shall be conclusive and binding upon the Seller and the Buyer. Any sum certified by such auditors shall be paid by the Buyer on or before 30 (thirty) days from its receipt of such certificate together with the cost of obtaining such certificate.
- 15.9. The Seller reserves the right to assign, transfer, sub-contract, sub-let or delegate the fulfilment of the Conditions and/or the Contract or any part thereof. The Buyer shall not be entitled to assign, transfer, sub-contract, sub-let or delegate its rights and/or obligations under the Conditions and/or the Contract without the consent in Writing of the Seller.
- 15.10. The Seller shall be entitled to set off under a Contract any liabilities which it has or any sums which it owes to the Buyer under that Contract or under any Contract which the Seller has with the Buyer.
- 15.11. Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 15.12. No waiver by the Seller of any breach of any provision of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision and the Seller shall not be prejudiced by any forbearance or indulgence granted by it to the Buyer.
- 15.13. The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 15.14. The Contract and the Conditions, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims and any issues relating to product recalls), shall be governed by, and construed in accordance with the laws of England and Wales, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.
- 15.15. These Conditions, together with each Order, constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, indemnities, representations and understandings between them, whether written or oral, relating to its subject matter.

16. CONFIDENTIALITY

- 16.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by Condition 16.2.
- 16.2. Each party may disclose the other party's confidential information:
 - 16.2.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Condition 16; and
 - 16.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.



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- 16.3. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.
- 16.4. The terms of any standalone non-disclosure of confidentiality agreement entered into between the Buyer and Seller shall prevail over this Condition 16 in the case of any inconsistency.

17. BREXIT

- 17.1. If a Brexit Trigger Event occurs, the Seller may:
 - 17.1.1. require the Buyer to negotiate in good faith an amendment to these Conditions and/or the Contract to alleviate the Brexit Trigger Event; and
 - 17.1.2. if no such amendment is made within 30 (thirty) days, terminate these Conditions and the Contract by giving the other party not less than 30 days' notice in Writing. In the event of such termination, the Buyer shall pay for all Goods supplied to the date of the termination and the payment shall be immediately due and payable upon termination. The Seller shall be under no liability whatsoever to the Buyer for any direct or consequential loss or damage suffered by the Buyer as a result of such termination.
- 17.2. "Brexit Trigger Event" means any of the following events caused by the United Kingdom ceasing to be a member of the European Union on 31 January 2020 and ceasing, on 31 December 2020, to be subject to the transition or implementation arrangements provided for by Part 4 of the withdrawal agreement between the United Kingdom and the European Union negotiated under Article 50(2) of the Treaty of the European Union which sets out the arrangements for the UK's withdrawal from the European Union:
 - 17.2.1. an adverse impact on the Seller's ability to perform the Conditions and/or the Contract in accordance with its terms and the law;
 - 17.2.2. an increase in the costs incurred by the Seller in performing the Conditions and/or the Contract of at least 5% of the applicable price of the Seller that was current at the date of delivery of the Goods; and
 - 17.2.3. the price of the Goods under the Contract is at least 5% lower than the market value for similar products or services.

