

## CONDITIONS OF SALE

### 1. APPLICATION OF THESE CONDITIONS

- 1.1 All goods and services are supplied by Grotech Production Ltd. (the Seller) subject to these Terms and Conditions which override any terms and conditions which the Buyer may seek to impose in negotiations or in his order or otherwise.
- 1.2 All orders for goods or services shall be deemed to be an offer by the Buyer to purchase goods and services subject to these Conditions.
- 1.3 The acceptance of delivery of goods or service by the Buyer shall be deemed conclusive evidence of acceptance of these Conditions.
- 1.4 No variation of these Conditions or of any other terms or conditions specifically agreed by the Seller shall be valid unless agreed by a Director of the Seller in writing.

### 2. REPRESENTATIONS

The Seller's employees and agents are not authorized to make any representations about goods or services which are not confirmed by a Director of the Seller in writing. In entering into the contract the Buyer acknowledges that he has not relied on any representation which is not so confirmed.

### 3. ERRORS

The Seller reserves the right to correct any error in any sales literature, quotation price list, invoice or other document or information issued by the Seller at any time and without any liability.

### 4. ORDERS AND CANCELLATION

- 4.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing in an e-mail acknowledgement by the Seller.
- 4.2 The Buyer is responsible to the Seller for ensuring the accuracy of any order (including any specification) submitted by the Buyer and for providing to the Seller all necessary information, artwork and materials relating to the goods and services to enable the Seller to perform the contract.
- 4.3 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profits), damages, charges, costs and expenses incurred by the Seller as a result of cancellation. The refund of any deposit paid by the Buyer will be subject to the deduction of an amount equal to the loss detailed above.

### 5 PRICE

- 5.1 The price shall be the Seller's quoted price or (where no price has been quoted or a quoted price is no longer valid) the price listed in the Seller's price list current at the date of acceptance of the order unless otherwise stated.
- 5.2 All prices quoted are valid if made in writing and for 30 days only unless a longer period is specified in the quotation.
- 5.3 The Seller reserves the right to increase the price of any goods or services by written notice to the Buyer not less than 7 days before delivery or performance to reflect any increase in the cost to the Seller which is due to factors occurring after the contract is made and which are beyond the reasonable control of the Seller including (without limitation) any currency exchange fluctuations imposition of laws and regulations

increased taxes and duties, cost of labour, materials and other manufacturing costs and any variation of or addition to his order or delay or failure of the Buyer provided that the Buyer may cancel the contract within 5 days of request of any such notice.

- 5.4 All prices are exclusive of VAT unless otherwise stated in writing and the Buyer shall pay all applicable VAT in addition to the price.
- 5.5 All prices are exclusive of charges for transport, container packing and insurance unless otherwise stated in writing.
- 5.6 The cost of pallets and returnable containers will be included in the price but full credit will be given to the Buyer provided they are returned undamaged to the Seller before the due date of payment and this has been agreed in writing at the time of ordering.

## 6. PAYMENT

- 6.1 Unless otherwise agreed in writing the Seller shall be entitled to invoice the Buyer on or at any time after delivery of any goods or performance of any services or (where goods are to be collected by the Buyer) at any time after the Seller has notified the Buyer that the goods are ready for collection.
- 6.2 The Seller reserves the right to supply goods or perform services by instalments and to render a separate invoice in respect of each instalment.
- 6.3 Unless otherwise agreed in writing all payments shall be made promptly by the Buyer in full without any deduction, set off or counter claim within 30 days of the date of the Seller's invoice and time of payment shall be of the essence of the contract.
- 6.4 All sums due to the Seller which are not paid on the due date (without prejudice to the Seller's other rights and remedies) may be subject to the application of the Seller's right to invoice for overdue accounts in accordance with The Late Payment of Commercial Debts Regulations 2013.
- 6.5 If any sum is not paid to the Seller on the due date the Buyer shall be deemed to be in breach of contract and the Seller may (without prejudice to its other rights and remedies) suspend the supply of any further goods or services to the Buyer or cancel the contract.

## 7. DELIVERY OF GOODS

- 7.1 Delivery of any goods shall be made by the Buyer collecting the goods at the Seller's premises at any time after the Seller has notified the Buyer that the goods are ready for collection or if some other place for delivery is agreed by the Seller delivering the goods to that place.
- 7.2 If the Seller is to make delivery of goods to some other place the Seller shall arrange as agent for the Buyer for carriage in accordance with the Buyer's reasonable directions or in the absence of any specific directions as the Seller shall determine. The costs of carriage and insurance incurred by the Seller shall be reimbursed by the Buyer and payment shall be made in accordance with the provisions of section 6 above.
- 7.3 The Seller will use all reasonable endeavours to deliver goods and perform services as specified in the contract but any date or time specified for delivery or performance is (unless it is expressly agreed by a Director of the Seller in writing that the delivery or performance date is of the essence of the contract) an estimate only and late delivery or performance shall not entitle the Buyer to reject any goods or services terminate the contract withhold any payment claim damages or any other remedies.
- 7.4 Where delivery of any goods is to be made in bulk or results from the conversion of the Buyer's bulk material the Seller reserves the right to deliver up to 2% more or 2% less than the quantity ordered without any adjustment in price and the quantity so delivered shall be deemed to be the quantity ordered.
- 7.5 Where goods are to be delivered in instalments each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments or

any claim by the Buyer in respect of any one or more of the instalments shall not entitle the Buyer to treat the contract as a whole as repudiated.

7.6 If the Seller fails to deliver any goods for any reason and the Seller is liable to the Buyer the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer in the cheapest available market of similar goods to replace those not delivered over the price of such goods.

7.7 If the Buyer fails to take delivery of any goods then (without prejudice to any other right or remedy of the Seller) the Seller may store the goods at the cost and risk of the Buyer or sell the goods at the best price readily obtainable (after deducting all storage, insurance and selling expenses) charge the Buyer for any shortfall below the contract price.

## 8 RISK AND PROPERTY

8.1 Goods shall be at the risk of the Buyer:

- in the case of materials supplied by the Buyer for conversion by the Seller and held by the Seller who shall store and protect them but not insure them unless agreed and insurance paid for in advance; or
- in the case of goods to be delivered at the Seller's premises at the time when the Seller notifies the Buyer that the goods are available for collection; or
- in the case of goods to be delivered at a place other than at the Seller's premises at the time of delivery to such place/at the time the goods are delivered to the carrier.

8.2 Notwithstanding delivery and the passing of risk in the goods title in goods supplied by the Seller shall not pass to the Buyer until all money due to the Seller from the Buyer on all accounts has been received by the Seller in cleared funds.

8.3 Until such time as title in the goods has passed to the Buyer:

8.3.1. the Seller shall hold the goods on trust for the Buyer and shall store the goods properly protected and insured in such a way that they can be identified as the goods of the Buyer.

8.3.2 the Seller (without prejudice to its other rights and remedies) shall have the right to recover and sell the goods and to enter onto the premises where the goods are stored for that purpose.

8.3.3 if the goods are destroyed by an insurable risk the Seller shall hold the proceeds of the insurance (limited to the amount owing to the Seller) on trust for the Buyer.

8.3.4 if the Buyer shall sell the goods (or any other goods in which the Seller's goods shall have been incorporated or mixed in any way) the Buyer shall do so as principal but shall hold the proceeds of sale (limited to the amount owing to the Seller) on trust for the Seller; and

8.3.5 the Buyer's rights to possession of the goods shall cease immediately if, being a body corporate, it commits or omits to do any matter or thing which would entitle any person to present a petition for winding up or being other than a body corporate commits an available act of bankruptcy.

8.4 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any goods which remain the property of the Seller but if the Buyer does so all money owing by the Buyer to the Seller shall (without prejudice to any other rights or remedy of the Seller) become immediately due and payable.

## 9 EXCLUSIONS AND LIMITATIONS

9.1 Goods shall be manufactured and supplied in accordance with the description contained

in the Seller's specification or as agreed in advance by the Buyer and services shall be provided with reasonable skill and care and in accordance with all applicable standards required by law.

- 9.2 The Seller may from time to time make changes in the specification of goods which are required to comply with applicable standards required by law or which do not affect materially the quality or fitness for purpose of the goods.
- 9.3 Goods which are supplied in bulk will correspond with samples provided that the Seller shall have no liability to the Buyer unless more than 2 % of the goods do not so correspond.
- 9.4 The Buyer shall inspect goods on delivery and shall notify in writing the Seller within 5 days of delivery of any alleged defect shortage in quantity or damage. The Buyer shall permit the Seller to inspect the goods before any use is made of them. If the Buyer shall fail to comply with these provisions the goods shall be presumed conclusively to be free from defect or damage and in accordance with the contract and shall be deemed to have accepted the goods and the Buyer shall not be entitled to reject the goods or services claim damages or any other remedy and the Seller shall have no liability for such defect.
- 9.5 In the event of any breach/that the goods or services are not in accordance with this contract by the Seller the remedies of the Buyer shall be limited to damages and the liability of the Seller shall not exceed the price of the goods and services.
- 9.6 The Seller shall have no liability for any advice given by the Seller as to the storage handling or use of the goods which is not contained in instructions published by the Seller for its customers generally in relation to the goods or which otherwise is not confirmed in writing by a Director of the Seller and the Buyer relies on any advice which is not so published or not so confirmed at its own risk.
- 9.7 The Seller shall not be liable for any consequential or indirect loss suffered by the Buyer whether this loss arises from a breach of duty in contract or tort or otherwise. Non-exhaustive illustrations of consequential or indirect loss would be loss of profits, loss of contract, damage to property and personal injury (but only insofar as such injury is not caused by the Seller's negligence).
- 9.8 All warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law (but nothing contained in these conditions of sale shall limit the liability of the Seller for death or personal injury resulting from the negligence of the Seller).
- 9.9 The Seller shall not be required to indemnify the Buyer from or against any claims by the customers of the Buyer or their sub-buyers in any way in respect of the goods or services.

## 10 INTELLECTUAL PROPERTY RIGHTS

- 10.1 The specification of the goods supplied by the Seller (including any copyright design right or other intellectual or industrial property right in them) shall as between the parties be the property of the Seller unless an agreement to the contrary has been made in advance of the contract by means of a Non-disclosure or Confidentiality Agreement or some similar instrument.
- 10.2 No right or licence is granted by the Seller under any contract with the Buyer in relation to any patent trademark copyright or other intellectual or industrial property right of the Seller except the right to use or resell the goods.
- 10.3 If goods are to be manufactured or any process is to be applied to goods by the Seller in accordance with any specification know-how or design submitted or provided by the Buyer the Buyer shall indemnify the Seller against all liability loss damages costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for the infringement of any patent copyright design trade mark or other Industrial or intellectual property rights of any third party which results from the Seller's use of the Buyer's specification, know-how or

design or otherwise in relation to the manufacture or supply of the goods or services.

## 11 PROPERTY OF THE BUYER

- 11.1 If the Buyer provides to the Seller any plant equipment machinery tools, materials, documents, designs or any other items for the use of the Seller in connection with the manufacture or supply of the goods or services the Buyer shall insure and keep insured the same against risk of loss or damage and liability to third parties and shall provide evidence of such insurance to the Seller on reasonable request and the Seller shall have no liability for or in respect of such loss damage or liability (other than death or personal injury resulting from the Seller's negligence).
- 11.2 The Seller shall have a general lien over all property of the Buyer which is in the possession or custody of the Seller for any money which shall be owing by the Buyer to the Seller from time to time. Such lien may be enforced by sale of such property.
- 11.3 If the Buyer provides to the Seller any plant equipment machinery tools, materials, documents, designs or any other items for the use of the Seller in connection with the manufacture or supply of the goods or services and these items remain unused, uncollected or charges for their storage (where applicable) are unpaid after three months from the completion of the last contract with the Seller then the Seller shall have the right to dispose of the items and invoice the Buyer for the cost of disposal having given thirty days' notice of the intention to dispose of the goods to the Buyer.

## 12 TERMINATION:

If the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being a body corporate) goes into liquidation or (being a non-corporate body) becomes bankrupt or an encumbrancer takes possession or a receiver administrative receiver or administrator is appointed of any of the assets of the Buyer or the Buyer ceases or threatens to cease to carry on business or the Seller reasonably apprehends that any of the events mentioned above is about to occur then (without prejudice to any other right or remedy of the Seller) the Seller shall be entitled to cancel the contract or suspend any further delivery performance under the contract without any liability to the Buyer and if goods have been supplied or services performed but not paid for the price shall become immediately due and payable.

## 13. MISCELLANEOUS

- 13.1 Every effort will be made to carry out the contract but its due performance is subject to cancellation or variation by the Seller if the Seller is unable to secure labour goods or materials as a result of an act of God, fire, war, riots, civil commotions, strike, national emergency, legislation, regulations, accidents, break-down of machinery, carriers default or other cause (whether of the foregoing class or not) beyond the Seller's control.
- 13.2 No waiver by the Seller of any breach of contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 13.3 The Seller may assign sub-contract or licence all or any of its rights and obligations under the contract.
- 13.4 Any notice to be given by either party to the other shall be in writing and shall be given by pre-paid first-class post or facsimile or e-mail addressed to that other party at its registered office or principal place of business or such other address as may have been notified pursuant to this provision by such other party as being his address for service.
- 13.5 Headings contained in these Conditions are for reference purposes only and shall not affect their interpretation.
- 13.6 In these Conditions where the context so requires words importing the singular shall include the plural and vice versa and words importing one gender shall include all genders.

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

13.8 Any dispute arising out of or in connection with this contract shall, at first instance, be referred to a mediator for resolution. The parties shall attempt to agree upon the appointment of a mediator, upon receipt, by either of them, of a written notice to concur in such appointment. Should the parties fail to agree within fourteen days, either party, upon giving written notice, may apply to the President or the Deputy President, for the time being, of the Chartered Institute of Arbitrators, for the appointment of a mediator. Should the mediation fail, in whole or in part, either party may, upon giving written notice, and within twenty-eight days thereof, apply to the President or the Deputy President, for the time being, of the Chartered Institute of Arbitrators, for the appointment of a single arbitrator, for final resolution. The arbitrator shall have no connection with the mediator or the mediation proceedings, unless both parties have consented in writing. The arbitration shall be governed by both the Arbitration Act 1996 and the Controlled Cost Rules of the Chartered Institute of Arbitrators (2000 Edition), or any amendments thereof, which Rules are deemed to be incorporated by reference into this clause. The seat of the arbitration shall be England and Wales.

13.9 The contract shall be subject to English law and the parties shall submit to the non-exclusive jurisdiction of the English Courts in relation to it.

13.10 In these Conditions:

"Seller" means Grotech Production Limited; where the context so requires references to the Seller shall include the employees and agents of the Seller; "Buyer" means the person firm or company who or which places an order for goods or services with the Seller.

"Goods" means the goods (including any instalments of the goods or any part or parts of the goods) which the Seller is to supply under the contract.

"Services" means the services which the Seller is to perform under the contract; and

"Contract" means the contract for the sale and purchase of the goods and/or the performance of the services.