

# STANDARD TERMS AND CONDITIONS OF SALE

## 1. Introduction

These Terms and Conditions shall form part of every contract of sale entered into by Coulstock & Place Engineering Co Limited to the exclusion of all other terms and conditions including any which the Purchaser may purport to impose. They may not be varied except in writing signed by member of the Corporate Department of the Company.

This Contract comes into force upon unconditional acceptance by the Purchaser of the Company's offer.

## 2. Definitions and Interpretation

2.1 In these conditions:

**'Company'** means Coulstock & Place Engineering Co Limited, a company incorporated in England under registration number 02040654, whose registered address is at Questor House, 191 Hawley Road, Dartford, Kent, DA1 1PU, England;

**'Contract'** means the contract for the sale and purchase of the Goods and Works;

**'Goods'** means all items of equipment, machinery, material goods or any part thereof to be supplied by the Company to the Purchaser under the Contract;

**'INCOTERMS'** means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when a Contract is formed between the Parties.

**'Party'** shall mean each of the Company and the Seller and includes their successors in title, permitted assignees and permitted transferees, and 'Parties' shall be construed accordingly.

**'Purchaser'** means the person who accepts the Company's written quotation for the sale of the Goods or whose written order for the Goods is accepted by the Company;

**'Site'** means the place at which the Works are to be carried out by the Company together with so much of the surrounding area as the Company shall require for use in connection with the Works and/or the place where delivery is specified to take place;

**'Terms and Conditions'** means the standard Terms and Conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms agreed in Writing between the Purchaser and the Company.

**'Works'** means all work to be done under the Contract by the Company in providing services or installing commissioning maintaining or repairing Goods on site.

2.2 A reference to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

2.3 The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.

## 3. Validity and Acceptance

3.1 Unless previously withdrawn, the Company's quotation remains open for acceptance for the period stated, or if no period is stated, for 30 days, after which time they may be altered by the Company without giving notice to the Purchaser. All orders, including those based on a quotation, must be in writing or by email and subject to the Company's acceptance in writing.

3.2 All quotations are made subject to availability of the Goods and/or materials on receipt of the order.

3.3 In the event of any conflict, the following order of precedence shall apply:

- (a) the Special Terms and Conditions;
- (b) these Standard Terms and Conditions;
- (c) the Tender; and then
- (d) any other relevant documents referenced in the Tender.

## 4. Orders and Specifications

4.1 The Purchaser shall be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Purchaser, and for giving the Company any necessary information relating to the Goods or the Works within a sufficient time to enable the Company to perform the Contract in accordance with its Terms and Conditions.

4.2 The Purchaser shall be solely responsible for giving all statutory and other notices and for obtaining all necessary licenses, permits and consents which shall be required for the purposes of the Contract.

4.3 The quantity, quality, description and specification of the Goods shall be as set out in the Company's quotation (if accepted by the Purchaser) or the Purchaser's order (if accepted by the Company).

4.4 The Company may make any changes to the specification of the Goods which may be required to conform with any applicable statutory or European Union requirements or which otherwise, in its opinion, do not materially affect the quality or performance of the Goods.

4.5 No order which has been accepted by the Company may be cancelled by the Purchaser except when a prior written consent has been obtained from an authorised representative of the Company and on Terms and Conditions that the Purchaser shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation, including but not limited to the cost of return and restocking fees.

4.6 Any advice, recommendation, representation or warranties made or given by the Company or by anyone on the Company's behalf and are not confirmed in writing by an authorised representative of the Company, are hereby expressly excluded.

4.7 Any typographical, clerical or other errors or omissions in any sales literature, quotation, pricelist, written acknowledgement of the Purchaser's order, or any other document or information relating to the provision of the Goods and/or Works may be corrected by the Company without any liability to the Purchaser.

## 5. Price

5.1 The Price shall be the Company's quoted price or, if no price has been quoted or a quoted price is no longer valid, the price listed in the Company's published price list current at the date of acceptance of the order.

5.2 The Company reserves the right, by giving a written notice to the Purchaser at any time before delivery, to increase the Price to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, greater than 10 % increase in the costs of labour, materials or other costs of manufacture), to make any change(s) in delivery dates, quantities or specifications for the Goods or Works which has been requested by the Purchaser, or any delay caused by any instructions of the Purchaser or failure of the Purchaser to give the Company adequate information or instructions.

5.3 The Price is exclusive of any applicable value added tax, which the Purchaser shall be additionally liable to pay to the Company upon receipt of a valid VAT invoice, and the costs and charges of packaging, insurance, and transport of the Goods, which shall be invoiced to the Purchaser unless otherwise agreed in writing.

## 6. Terms of Payment

6.1 The Company may invoice the Purchaser for the Price, or any part of the Price, at any time after the Company has notified the Purchaser of the readiness of the Goods to be collected and/or delivered, unless otherwise agreed in writing.

## STANDARD TERMS AND CONDITIONS OF SALE

---

6.2 The Purchaser shall pay any sum invoiced by the Company within 30 days of the date of an invoice being rendered. The Company shall be entitled to recover the amount of the invoice notwithstanding that delivery may not have taken place or that property in the Goods has not passed to the Purchaser. The time of payment of any invoice rendered by the Company shall be of the essence of the Contract.

6.3 If the Purchaser fails to make any payment by the due date then, without limiting any other right or remedy available to the Company, the Company may:

- (a) cancel the contract or suspend any further deliveries to or work on Site; and
- (b) appropriate any payment made by the Purchaser to such of the Goods (or the Goods supplied under any other contract between the Purchaser and the Company) as the Company may think fit (notwithstanding any purported appropriation by the Purchaser); and
- (c) charge the Purchaser interest (both before and after any judgment) on the amount unpaid, at the rate of 4 per cent per annum above Barclays Bank Plc base rate from time to time, from the date of invoice until payment in full is made and received. For purposes of calculating interest payable a part of a month being treated as a full month.

### 7. Works on Site

7.1 The Purchaser shall provide free unobstructed access to Site, all necessary technical information and free use of power and all on-site facilities required by the Company to perform the contract. The Company shall be entitled to charge the Purchaser for any additional time or cost arising or incurred as a result of the provision of inadequate access, power or facilities.

7.2 The Company shall not be bound by any rules, conditions or requirements of the Purchaser relating to Site unless it has received a copy of the same at least 7 days before attending Site and agrees in writing to the said rules, conditions or requirements for each Contract it may have with the Purchaser.

7.3 The Purchaser agrees to pay all additional costs incurred by the Company arising out of or connected with any delay in, suspension of or disruption to, the Works which are caused directly or indirectly by acts, omissions or defaults of the Purchaser, its employees or agents, including without limiting the generality of that term, its subcontractors.

### 8. Delivery and Installation

8.1 Delivery of the Goods will be made ex works and unpacked unless otherwise agreed in writing between the Parties.

8.2 Unless accepted by the Company in writing all times or dates quoted for delivery of the Goods or carrying out the Works are given in good faith but are approximate only and shall not be of the essence of the contract.

8.3 The Works shall be carried out at Site in accordance with the Company's quotation.

8.4 Where the Goods are to be delivered in instalments, each instalment shall form a separate contract. Failure by the Company to deliver any one or more of the instalments in accordance with these Terms and Conditions or any claim by the Purchaser in respect of any one or more instalments shall not entitle the Purchaser to treat the Contract as a whole as repudiated.

8.5 If the Purchaser fails to take delivery of the Goods or fails to give the Company adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Purchaser's reasonable control or by reason of the Company's fault) then, without limiting any other right or remedy available to the Company, the Company may:

- (a) store the Goods until actual delivery and charge the Purchaser for the reasonable costs (including insurance) of storage;
- (b) sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses)

account to the Purchaser for the excess over the price under the Contract or charge the Purchaser for any shortfall below the price under the Contract.

8.6 When the Company considers that the Goods are ready to be taken over it may give the Purchaser notice in writing to that effect. Upon giving such notice the Goods will be deemed to have been taken over by the Purchaser and any balance of the Price shall be paid forthwith by the Purchaser.

8.7 If the Contract includes provision for commissioning Works to be carried out, the Company shall give the Purchaser reasonable notice of the date and time of any relevant Works. Should the Purchaser fail to attend or to facilitate such Works, the Goods shall be deemed to have been commissioned into use on the date so notified and any balance of the Price shall be paid forthwith by the Purchaser.

### 9. Suspension of Works

The Purchaser agrees to pay all extra costs incurred by the Company arising from delay in suspension of or disruption of the Works caused by acts omissions or defaults of the Purchaser or of those whom the Purchaser shall have engaged to carry out its obligations under the Contract.

### 10. Risk and Property

10.1 Risk of damage and/or loss to the Goods and/or Works shall pass to the Purchaser from the time when the Goods and/or Works are made available for collection, delivered to Site, or otherwise completed and handed-over to the Purchaser. Should the Purchaser wrongfully fail to take delivery of the Goods and/or Works, the risk shall transfer when delivery was tendered by the Company.

10.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms and Conditions, the property in the Goods shall not pass to the Purchaser until the Company has received in cash or cleared funds payment in full of the Price.

10.3 Until such time as the property in the Goods passes to the Purchaser, the Purchaser shall hold the Goods as the Company's fiduciary agent and bailee, and shall keep the Goods separate from that of the Purchaser and third parties and shall keep the Goods properly stored, protected and insured and identified as the Company's property.

10.4 Until such time as the property in the Goods passes to the Purchaser, the Company may at any time require the Purchaser to deliver up the Goods to the Company at the Purchaser's cost and, if the Purchaser fails to do so forthwith, enter on any premises of the Purchaser or any third party at which the Goods are stored and repossess the Goods.

10.5 The Purchaser shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Company, but if the Purchaser does so all moneys owing by the Purchaser to the Company shall (without limiting any other right or remedy of the Company) forthwith become due and payable.

### 11. Loss and Damage in Transit

Should the price quoted include delivery, the Company may, following investigation to the alleged loss and/or damage to Goods in transit, repair, have repaired by third party, or replace the Goods free of charge, upon its sole discretion or not delivered in accordance with the dispatch note provided that the Company is given written notice of such damage or non-delivery within such time, being not more than seven days, as will enable the Company to comply with the carrier's conditions of carriage as affecting loss or damage in transit, or, where delivery is made by the Company's own transport, within seven days after receipt of the dispatch note.

## 12. Insolvency of Buyer

12.1 The Company may by written notice to the Purchaser, terminate this Contract with immediate effect if:

- (a) the Purchaser is in material or persistent breach of any of its obligations under this Contract and fails to remedy the breach, if capable of remedy, within thirty (30) days of the date of a written notice by the Company specifying the breach and requiring the same to be remedied;
- (b) a resolution is passed, a petition is presented or an order is made for the winding up of the Purchaser, otherwise than for the purpose of solvent amalgamation or reconstruction where the resulting entity assumes all of the obligations under this Contract of the Purchaser, or an administrator, receiver or administrative receiver is appointed over all or part of the Purchaser's undertaking and assets;
- (c) the Purchaser ceases or threatens to cease to carry on its business or is unable to pay its debts or becomes insolvent, within the meaning of section 123 Insolvency Act 1986, or makes or proposes to make any arrangement or composition with its creditors; or
- (d) the Purchaser, being an individual, is the subject of a bankruptcy order, dies or, by reason of illness or incapacity, whether mental or physical, is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

12.2 If clause 12 applies then, without limiting any other right or remedy available to the Company, the Company may cancel the Contract or suspend any further deliveries or Works under the Contract without any liability to the Purchaser, and if the Goods has been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

## 13. Export Terms

13.1 Unless the circumstances otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of INCOTERMS shall have the same meaning in these Terms and Conditions, but if there is any conflict between the provisions of INCOTERMS and these Terms and Conditions, the latter shall prevail.

13.2 Where the Goods are supplied for export from the United Kingdom, the provisions of this clause 13 shall (subject to any special terms agreed in Writing between the Purchaser and the Company) apply notwithstanding any other provision of these Terms and Conditions.

13.3 Where the Goods are to be exported from the United Kingdom, the Company liability to fulfil its obligation of delivering the Goods to the Purchaser shall be strictly subject to the Company obtaining an export licence for the Goods. Where an export licence is denied, the Company shall not be under any liability to export the Goods to the Purchaser. Furthermore, the Purchaser shall not be entitled to refund of any monies paid to the Company prior to an Export Licence being declined for the purposes of this Contract and the Purchaser shall be deemed liable for any outstanding monies as well as all storage and insurance costs resulting from an export licence being declined.

13.4 The Purchaser shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties on them.

13.5 Unless otherwise required by the Company, payment of all amounts due to the Company shall be made in a form acceptable to the Company within 14 days after the Contract is concluded.

13.6 The Purchaser shall not offer the Goods for resale to any such person whom the Purchaser knows or has reason to believe would use or resell the Goods for restricted purposes under the Export Control Act 2002 and/or Export Control Order 2008.

## 14. Assignment and Subcontracting

14.1 The Purchaser shall not assign or transfer or purport to assign or transfer the contract, or any part of it, or the benefit thereof to any other party.

14.2 The Company can subcontract any part of the Contract without the prior written consent of the Purchaser.

## 15. Intellectual Property

All drawings, designs, patterns, materials and manufacturing processes created, obtained or provided by the Company for the purposes of fulfilling any order or proposed order by the Purchaser shall be and remain the Company's property absolutely together with all intellectual property rights therein. No part of any drawing, specification or literature to which intellectual property right vests within the Company may be reproduced in any manner or disclosed to any third party whatsoever without the prior written consent of the Company.

## 16. Confidentiality

16.1 No disclosure shall be made by either Party, and the Parties will take all proper steps to keep confidential all Confidential Information of the Disclosing Party which is disclosed to or obtained by the Receiving Party under or as a result of this Contract and will not divulge it to any third party or employee except for the purposes of carrying out their obligations under this Contract.

16.2 Confidential Information shall not include any information which the Receiving Party can show through documentary evidence:

- (a) is or becomes publicly available otherwise than as a result of a breach of the Order or the fault of the Receiving Party;
- (b) has been lawfully received from a third party without restriction as to its use or disclosure;
- (c) was already in its possession free of any such restriction as to its use or disclosure prior to receipt from the Disclosing Party;
- (d) was independently developed by or for the Receiving Party without making use of any Confidential Information; or
- (e) has been approved for release or use (in either case without restriction) by written authorisation of the Disclosing Party,

and, for the avoidance of doubt and without prejudice to the generality of the above, Confidential Information shall not be deemed to be publicly available merely because it may be derived from one or more items that are publicly available.

## 17. Warranties and Liability

17.1 Subject to the following provisions, the Company warrants that the Goods and/or Works will correspond with the specification at the time of delivery and will be free from defects in material and workmanship for a period of 12 months from the date of delivery.

17.2 The above warranty is given by the Company subject to the following conditions:

- (a) the Company shall be under no liability in respect of any defect in the Goods and/or Works arising from any drawing, design or specification supplied by the Purchaser;
- (b) the Company shall be under no liability whatsoever in respect of any defect arising from the failure to install, operate or maintain the Goods and/or Works in accordance with the Company's instructions (whether oral or in writing), fair wear and tear, wilful damage, negligence, abnormal working conditions, misuse or alteration or repair of the Goods and/or Works without the Company's approval;
- (c) the Company shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the Price for the Goods and/or Works has not been paid in full by the due date for payment;
- (d) the above warranty does not extend to parts, materials or equipment not manufactured by the Company, in respect of which the Purchaser shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to

## STANDARD TERMS AND CONDITIONS OF SALE

the Company.

17.3 A claim by the Purchaser which is based on any defect in the quality or condition of the Goods and/or Works or their failure to correspond with specification shall (whether or not delivery is refused by the Purchaser) be notified to the Company within seven days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If the Purchaser does not notify the Company accordingly, the Purchaser shall not be entitled to reject the Goods and/or Works and the Company shall have no liability for such defect or failure, and the Purchaser shall be bound to pay the Price as if the Goods and/or Works had been delivered in accordance with the Contract.

17.4 Where a valid claim in respect of the Goods or the Works which is based on a defect in the quality or condition of the Goods or the Works or the failure of either to meet specification is notified to the Company in accordance with these Terms, the Company may replace the Goods (or the part in question) free of charge or repeat the Works or, at the Company's sole discretion, refund to the Purchaser the Price (or a proportionate part of the Price), in which case the Company shall have no further liability to the Purchaser.

17.5 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Purchaser 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, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or the Works (including any delay in supplying or any failure to supply the Goods or the Works in accordance with the Contract or at all) or the use of the Goods or resale by the Purchaser, and the entire liability of the Company under or in connection with the Contract shall not exceed the Contract Price, except as expressly provided in these Terms.

17.6 The Company shall not be liable to the Purchaser or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Goods or the Works, if the delay or failure was due to any cause beyond the Company's reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond the Company's reasonable control: Act of God, explosion, flood, tempest, fire or accident; war or threat of war, sabotage, insurrection, civil disturbance or requisition; acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party); difficulties in obtaining raw materials, labour, fuel, parts or machinery; power failure or breakdown in machinery.

### 18. Purchaser's Indemnity

The Purchaser shall indemnify the Company in respect of any loss, injury, damage, expense or claim of whatsoever nature and however arising out of the Contract or the Plant or its storage, installation use, operation, repair or maintenance, save to the extent that the same is caused by the negligence of the Company.

### 19. General

19.1 A notice required or permitted to be given by either party to the other under these Terms and 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. Notices shall be deemed to have been duly given:

- (a) when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

- (b) on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
- (c) on the tenth business day following mailing, if mailed by airmail, postage prepaid.

19.2 No failure or delay by either Party in exercising any of its rights under this Contract shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Contract shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

19.3 If any provision of the Contract is held by a court or other competent authority to be unlawful, invalid or otherwise unenforceable in whole or in part, those provisions shall be deemed severed from the remainder of this Contract and the remainder of this Contract shall remain valid and enforceable.

19.4 The Parties to this Contract do not intend any terms of this Contract to be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

19.5 The Parties shall attempt, in good faith, to resolve any dispute under this Agreement promptly by negotiation.

19.6 The construction validity and performance of this contract shall be governed in all respect by English Law and the Company and the Purchaser shall submit to the non-exclusive jurisdiction of the English Courts.

19.7 The parties will comply with all laws and regulatory requirements affecting its business including anti-corruption, anti-bribery and anti-slavery laws within the United Kingdom. The Parties will comply with all applicable laws, statutes, regulations, and codes within the United Kingdom relating to anti-bribery, anti-corruption, anti-slavery and ethical trading, including but not limited to the Bribery Act 2010 ("Relevant Requirements") and Modern Slavery Act 2015. The Parties shall not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 or sections 1 or 2 of the Modern Slavery Act 2015 should such activity, practice or conduct be carried out in the UK. The Parties shall have and maintain in place throughout the term of this Contract their own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and adequate transparency in the supply chain to ensure slavery and human trafficking is not taking place in their supply chains or in their own business in compliance with the Modern Slavery Act 2015, and will enforce them where appropriate, promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by that party in connection with the performance of this Contract.