

CONDITIONS OF SALE

Standard Terms and Conditions of Trading - Suppliers



1. DEFINITIONS

In these Conditions:

- 'Buyer' means the person purchasing the Goods.
- 'Company' means any Trifast plc. or any subsidiary of Trifast plc (including TR Fastenings Limited) who will supply the goods or services in line with the offer underlying the Order.
- 'Conditions' means the standard terms and conditions of sale set out in this document and, unless the context otherwise requires, includes any special Conditions agreed in writing between the Company and the Buyer.
- 'Contract' means the contract for the sale and purchase of the Goods in accordance with these Conditions.
- 'Delivery Address' means the address or addresses for delivery of the Goods as stated on the Order or, if no such address is stated, the principal trading address of the Company.
- 'Goods' means the goods (including any instalment of the Goods or any part of them) supplied by the Company.
- 'Order' means the Buyer's purchase order to which these Conditions apply.
- 'writing' includes facsimile transmission, electronic mail and any other means of communication as may be agreed between the parties.

2. APPLICATION

- 2.1 These Conditions apply to all sales of Goods by the Company to any Buyer.
- 2.2 These Conditions shall apply in place of and prevail over any terms or conditions contained or referred to in the Order, or in correspondence or elsewhere, or implied by any previous course of dealing between the parties unless specifically agreed to in writing by an authorised representative of the Company.
- 2.3 No variation to these Conditions shall be binding unless agreed in writing by an authorised representative of the Company.

3. PRICE AND TERMS OF PAYMENT

- 3.1 Subject to clause 3.3 below, the prices payable for the Goods shall be as agreed in writing between the Company and the Buyer at the time of order and do not include any charge for handling or delivering Goods where delivery does not take place at the Company's premises. The prices quoted are exclusive of VAT.
- 3.2 The Company shall be entitled to increase its prices or add a surcharge at any time to take into account circumstances beyond its reasonable control, including, without limitation, currency fluctuations, changes to energy, freight, duty costs or calculation methods for duty, changes to base material costs and changes in applicable law, including for example anti-dumping legislation. Where such circumstances occur, the Company shall notify the Buyer in advance and the parties shall discuss any such increase. If no agreement is reached within 3 (three) months, the Company shall have the right to terminate any relevant Contract or Order on 30 (thirty) days' prior written notice.
- 3.3 In the case of special orders by the Buyer, the Company shall make a quotation which shall not constitute an offer and may be withdrawn or revised at any time prior to the Company's acceptance of such special order. For the purposes of clause 3.1 and of this clause 3.3 acceptance shall be effective only if made on the Company's order form duly signed by an authorised representative of the Company. Quotations shall only remain valid and capable of acceptance by the Buyer for a period of 30 (thirty) days from the date on which they are made.

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- 3.4 Time is to be of the essence in relation to the Buyer's payment obligations pursuant to this clause 3 and to clause 4 below.
- 3.5 All invoices shall be paid in full within 30 (thirty) days of the date of the invoice, unless otherwise agreed in writing by the parties.
- 3.6 Interest shall be payable on overdue accounts at the rate of 5% (five percent) per annum above the base rate from time to time of HSBC Bank plc accruing on a daily basis from the due date for payment until receipt by the Company of the full amount, whether or not after judgment.
- 3.7 Where the parties have agreed that payment shall be made by instalments, then in the event of failure to pay any instalment on the due date the full amount of the monies outstanding under the Contract shall be payable forthwith.
- 3.8 The Company reserves the right to demand security for payment and to vary its credit terms at any time before delivery.
- 3.9 In the case of export sales, unless otherwise agreed the price of the Goods shall be secured by an irrevocable letter of credit satisfactory to the Company established by the Buyer immediately upon receipt of the Company's acknowledgement of order and confirmed by a bank acceptable to the Company. The letter of credit shall be for the contract price inclusive of any tax or duty payable by the Buyer and delivery and other ancillary costs and shall be valid for at least 6 (six) months or such longer period as shall have been estimated by the Company for delivery. The Company shall be entitled to payment on presentation to such bank of the documents specified by the Company.

4. DELIVERY

- 4.1 Delivery dates mentioned in any quotation, order or other document are approximate only and the time of delivery is not of the essence. The Company shall not be liable for any delay in delivery that is caused by an event described in clause 16.1 or by the Buyer's failure to provide the Company with adequate delivery instructions or any other instructions or information relevant to the supply of the Goods.
- 4.2 The Company will arrange for delivery of the Goods at the Buyer's expense to the Delivery Address as notified to it by the Buyer. The Company shall invoice the Buyer separately in respect of such delivery costs, and clauses 3.5 and 3.6 above shall apply to the delivery charges. If the Buyer does not so notify the Company, delivery is deemed to take place at the Company's premises and the Buyer shall make its own arrangements for collection of the Goods at its own expense.
- 4.3 The Company reserves the right to make delivery by instalments, in which case each instalment shall be treated as a separate contract and a separate invoice will be tendered in respect thereof. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment.
- 4.4 If the Buyer refuses or fails to take delivery of Goods tendered in accordance with the Contract or fails to take any action necessary on its part for delivery of the Goods, including collecting the Goods in accordance with clause 4.2, within 3 (three) business days of the Company notifying the Buyer that the Goods are ready, then, except where such failure or delay is caused by an event set out in clause 16.1 or the Company's failure to comply with its obligations, the Goods will be deemed to have been accepted and if the Buyer has not taken delivery of or collected the Goods within 10 (ten) business days of notification of the Goods being ready, the Company shall be entitled to terminate the Contract with immediate effect, to dispose of the Goods as the Company may determine, and to recover from the Buyer any loss and additional costs incurred as a result of such refusal or failure.

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4.5 If the Company gives notice to the Buyer of its readiness to deliver, and the Buyer requests that delivery be suspended, delayed or made by instalments then the price of the Goods (if not already due and payable) shall become due and payable on the date of such notice, and the Buyer shall pay the cost of storing the Goods. Risk in the Goods shall pass on the date of such notice, but the Company reserves the right at its total discretion but at the Buyer's expense, to arrange to insure the Goods for at least the purchase price payable to the Company.

4.6 The Buyer shall at its own expense promptly return to the Company any pallets used by the Company for the purpose of packaging and delivering the Goods.

5. VARIATIONS

The Company shall be deemed to have fulfilled its contractual obligations in respect of any delivery though the quantity may be up to 10% more or less than the value specified in the Contract and in such event the buyer shall pay for the actual quantity delivered.

6. INSPECTION

The Buyer is under a duty to inspect the Goods on delivery or on collection by the Buyer or its agent as appropriate wherever it is reasonably possible to do so. Where the Goods are not so inspected, the Buyer must write on the delivery/ collection note "Goods not examined".

7. RISK

Subject to clause 4, risk shall pass on delivery and the Buyer agrees immediately to insure the Goods for at least the purchase price payable to the Company therefore.

8. TITLE

8.1 The Goods shall remain the sole and absolute property of the Company as legal and equitable owner until such time as the Buyer shall have paid to the Company the agreed price together with the full price of any other Goods supplied to the Buyer by the Company.

8.2 Until such payment the Buyer shall be in possession of the Goods solely as bailee for the Company and in a fiduciary capacity and shall store the Goods in such a way as to enable them to be identified as the property of the Company and maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery. The Company reserves the immediate right of re-possession of any Goods to which it has retained title as aforesaid and thereafter to re-sell the same and for this purpose the Buyer hereby grants an irrevocable right and licence to the Company's servants and agents to enter upon or into all or any of its premises or vehicles with or without the Company's own vehicles during normal business hours. This right shall continue to subsist notwithstanding the termination of the Contract for any reason and is without prejudice to any accrued rights of the Company thereunder or otherwise.

8.3 The Buyer shall be at liberty and may in the ordinary course of its business sell and deliver the Goods or any product produced with the Company's Goods to any third party, provided:

8.3.1 If the sale is made under the laws of England and Wales, the Buyer may only do so as the Company's bailee and in a fiduciary capacity and provided that the entire proceeds of sale are held in trust for the Company and are not mingled with any other monies and shall at all times be identifiable as the Company's and such person's monies.

8.3.2 If the sale is made under the laws of any of the EEA countries, the retention of title extends to the products created by processing, mixing or combining the Goods at their full value, whereby the Company is considered the manufacturer. If the Goods are processed, mixed or combines with

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third-party Goods, the Company acquires co-ownership in proportion to the invoice value of the processed, mixed or combined Goods. Otherwise, the same applies to the resulting products as if the Goods had not been processed, mixed or combined with third-party Goods.

- 8.4 The Buyer agrees immediately upon being so requested by the Company to assign to the Company all rights and claims which the Buyer may have against its customers arising from sales made under clause 8.3 until payment is made in full as aforesaid.
- 8.5 If the Goods are destroyed by the occurrence of an insured event prior to the passing of title in accordance with clause 8.1 above, the Buyer shall hold the proceeds of such insurance in trust for the Company separate from any other monies and at all times identifiable as the Company's monies.

9. THIRD PARTY RIGHTS

- 9.1 The Buyer shall hold harmless and indemnify the Company, including reasonable legal fees, against any and all liabilities claims and costs incurred by or made against the Company howsoever arising, whether as a direct or indirect result of the carrying out of any work required to be done on or to the Goods in accordance with the requirements or specifications of the Buyer which gives rise to any infringement or alleged infringement of any rights of any third party.
- 9.2 The Company shall have no liability to the Buyer in the event of the Goods infringing or being alleged to infringe the rights of any third party where the Company supplies the Goods in accordance with a design or specification supplied by the Buyer. In the event that the Goods are or may be the subject of third party rights the Company shall be obliged to transfer to the Buyer only such title as the Company may have.
- 9.3 The Buyer shall notify the Company forthwith of any claim made or action brought or threatened alleging infringement of the rights of any third party. At the Company discretion, the Company shall have control over and shall conduct any such proceedings in such manner as it shall determine. The Buyer shall provide all such reasonable assistance in connection therewith as the Company may request. The cost of any such proceedings shall be borne in such proportions as the parties shall determine.

10. WARRANTIES

- 10.1 The Company warrants that on delivery, the Goods shall be free from material defects including those of design, manufacture, assembly, workmanship, quality, materials and testing, during the period in which the Products are covered by the legally required warranty (guarantee) in the country where they have been sold or to the extent legally permissible and Seller is responsible 3 (three) years from the date of delivery, whichever is the lesser.
- 10.2 Subject to clause 11.2 and, provided the Company is given a reasonable opportunity of examining the Goods and the Buyer (if requested) returns such Goods to the Company's place of business at the Buyer's cost, the Company shall, at its option, repair or replace the defective Goods or refund the price of the defective Goods in full. Except as provided in this clause 10, the Company shall have no liability to the Buyer in respect of the Goods' failure to comply with the warranty set out at clause 10.1.
- 10.3 Unless expressly agreed in writing by the Company all samples drawings, designs, specifications and particulars of weights and dimensions submitted by the Company are approximate only and the Company shall have no liability in respect of any deviation therefrom. The Company accepts no responsibility for any errors, omissions or other defects in any samples drawings, designs or specifications prepared by the Buyer or by any third party and the Company shall be indemnified by the Buyer against any and all liabilities and expenses incurred by the Company arising therefrom. The Company reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

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- 10.4 Nothing in these Conditions shall preclude the Buyer's general duty to mitigate its losses. In the event of any defect or alleged defect, the Company shall make its own investigations. Following such investigations should there be no fault by the Company, the Company reserves the right to reduce any losses or sums payable to the Buyer and shall not be liable for any costs arising from or in connection with the alleged defect, non-conformity or late delivery.
- 10.5 The Seller shall not be liable to pay any warranty or other costs and shall not have any other liability to Buyer or any other third party under these Conditions, the Contract, or any Order for any defect in the Products delivered to the extent that:
- 10.5.1 the defect is due to improper storage, design or installation of the Product by Buyer or any other third party;
 - 10.5.2 the defect is due to improper usage by Buyer or any other third party;
 - 10.5.3 the Seller is not the sole seller of the Product to Buyer unless and to the extent that Buyer can prove the Product from the Seller's Product supplied; or
 - 10.5.4 the defect is due to hydrogen embrittlement.
- 10.6 If the sale is made under the laws of England and Wales, or under the laws of Scotland, 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 these Conditions.

11. LIABILITY

- 11.1 Nothing in these Conditions shall limit or exclude the Company's liability for: (a) death or personal injury caused by the Company's negligence; or (b) for fraud or fraudulent misrepresentation; or (c) any other liability that cannot be excluded or limited by law.
- 11.2 Subject to clause 11.1, the Company shall not be liable to the Buyer:
- 11.2.1 for damage to or loss of the Goods or any part thereof in transit (whether the Goods are carried by the Company's own transport or by a carrier on behalf of the Company), short delivery (subject to the provisions of clause 4 hereinabove) or defects discovered on inspection unless the Buyer notifies the Company in each case of any such claim within 7 (seven) days of receipt of the Goods or the scheduled date of delivery whichever shall be the earliest (except in relation to defects which would not be reasonably apparent on inspection, in which case the Buyer shall so notify the Company within 4 (four) months of delivery) and if following such notification the Company agrees to accept liability under this clause 11.2.1, its only obligation shall, at its option, be to replace or repair any Goods so damaged or lost as appropriate and/or to refund the cost of such Goods to the Buyer;
 - 11.2.2 for defects in the Goods caused by fair wear and tear, abnormal conditions of storage or use or any act, neglect or default of the Buyer or of any third party;
 - 11.2.3 for any product liability claim arising from a breach of a parts per million (ppm) level unless the ppm level has been agreed in writing by the Company prior to acceptance of the relevant order.
- 11.3 Subject to clause 11.1, all conditions, warranties and representations expressed or implied by statute, common law or otherwise in relation to the Goods are hereby excluded and the Company shall not be liable to the Buyer for any loss of profit or any indirect or consequential loss arising under or in connection with the contract.

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11.4 Subject to clauses 11.1 and 11.2, the Company's maximum liability to the Buyer for all claims in respect of Goods supplied under these Conditions howsoever arising (whether by contract, tort or otherwise, including negligence) or any obligation to indemnify shall not exceed the lower of (i) the price paid or payable for all Goods sold within the preceding twelve (12) months prior to the notification by the Buyer and or its affiliates or subsidiaries of the Company's breach or alleged breach, or (ii) £100,000 in the annual aggregate for all claims between the parties.

11.5 The Company's prices are determined on the basis of the limits of liability set out in this clause 11. The Buyer may by written notice to the Company request the Company to agree a higher limit of liability provided insurance cover can be obtained. Therefore, the Company shall effect insurance up to such limit and the Buyer shall pay on demand the amount of any and all premiums. The Buyer shall disclose such information as the insurer shall require. In no case shall the Buyer be entitled to recover from the Company more than the amount received from the insurers.

12. INSURANCE

During the term of the Contract and for a period of 6 (six) years thereafter, the Seller shall maintain in force, with a reputable insurance company product liability insurance to cover the liabilities that may arise under or in connection with the Contract.

13. COMPLIANCE WITH LAWS AND POLICIES

13.1 In performing their obligations under these Conditions, the parties shall comply with all applicable laws, statutes, regulations and codes from time to time in force, statutory instruments, regulations and governmental guidance having binding force, whether local or national or international, in any relevant jurisdiction.

13.2 The Buyer shall conduct its business in compliance with all lawful and applicable international sanctions or regulatory regimes (including those relating to anti-bribery and anticorruption), and in particular, but not limited, those of the United Kingdom, the European Union and all of its member states, and the United States, and shall ensure that it does not engage with any sanctioned or restricted parties. As such, the Buyer must; (a) be aware of, and fully comply with, all lawful sanctions regimes affecting its business; and (b) carry out regular checks on its business partners, subcontractors, suppliers, manufacturers, etc., to ensure that they are not designated, blocked or otherwise targeted by applicable economic or trade sanctions in order to avoid doing business with such sanctioned parties.

13.3 The Buyer shall comply with the Company's ethics, environmental, equality, anti-bribery, and anti-corruption policies as contained in the Company's Code of Conduct found on the Company's website (<https://www.trfastenings.com/code-of-business-conduct>) and/or as notified to the Buyer by the Company from time to time ("Relevant Policies").

14. CONFIDENTIALITY

14.1 Each party undertakes that it shall not for a period of 5 (five) years from the date of the order form, disclose to any person any confidential information concerning these Conditions the Contract, or any Order, the business, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs, the Goods or Services ordered or their price, quantity, and specifications, except as permitted by clause 14.2.

14.2 Each party may disclose the other party's confidential information 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 these Conditions. Each party shall ensure that its employees,

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officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 14.2; and as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority, provided the disclosing party is given notice prior to any disclosure (to the extent practicable and/or permissible by law) to allow the non-disclosing party to seek a protective order or other relief and the non-disclosing party shall reasonably cooperate with the disclosing party in seeking such relief.

- 14.3 Upon the disclosing party's request during the term of the Contract or upon termination or expiration of the Contract, except for information held on any IT backup systems and or as required for auditing compliance, its certifications and/or regulatory requirements, the receiving party agrees promptly to (i) return or (ii) upon the disclosing party's request, destroy, all confidential information, including all copies thereof requested by the disclosing party or all confidential information, and certify to the disclosing party in writing the fact of such destruction.
- 14.4 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 these Conditions and the Contract. Buyer shall ensure that its personnel are informed of the confidential nature of any information received or obtained in connection with these Conditions, the Contract, or any Order. Seller shall immediately inform Buyer of any actual or suspected breach of this clause 14. This confidentiality obligation shall survive cancellation or expiration of these Conditions, the Contract and/or any subsequent Orders.

15. CONDITIONS FOR HYDROGEN EMBRITTLEMENT

Where the Buyer requests that the Goods are supplied to it with an electrolytic plated finish according to the Buyer's specifications, the Company shall have no liability to the Buyer in respect of damage caused to the Goods by hydrogen embrittlement.

16. FORCE MAJEURE

- 16.1 The Company shall not be liable to the Buyer for any loss or damage which may be suffered by the Buyer as a direct or indirect result of the supply of Goods by the Company being prevented, hindered, delayed or rendered uneconomic by reason of circumstances or events beyond the Company's control including without limitation act of God, war, riot, fire, flood, storm, terrorist attack, pandemic, epidemic, government actions, strike, lockout, trade dispute or labour disturbance, accident, non-performance by suppliers or sub-contractors, difficulty or increased expense in obtaining workmen, materials or transport or other circumstances affecting Company's normal source of supply or the manufacture of the Goods by the Company's normal means or the delivery of the Goods by the Company's normal route or means, breakdown of plant or machinery (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party), and any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition.
- 16.2 If the Company is prevented by an event of force majeure from fulfilling its contractual obligations, it shall as soon as possible notify the Buyer of the fact in writing, but in no event later than within 10 (ten) days of the due date for delivery. If the event of force majeure continues 3 (three) months after the date of such notice, either party may give written notice to the other terminating the Contract forthwith, provided that the event of force majeure subsists at the time the notice is received by such other party.
- 16.3 The Buyer's only entitlement in such circumstances shall be to a refund in respect of any payment which it has already made on account of the price, subject to the deduction of any sums due to the Company.
- 16.4 If due to such circumstances or events the Company has insufficient stocks to meet all its commitments the Company may apportion available stocks between its customers at its sole discretion.

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17. CANCELLATION

Contracts may be cancelled only with the Company's prior written consent and subject to the Buyer indemnifying the Company in full for any losses incurred by the Company in respect of such cancellation.

18. TERMINATION

18.1 Without affecting any other right or remedy available to it, the Company may terminate the Contract with immediate effect by giving written notice to the Buyer, if the Buyer:

18.1.1 (being an individual) is the subject of a bankruptcy application or order or commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors or if a receiving order is made against him; or

18.1.2 (being a Company) an order is made or a resolution is passed for the winding up of the Buyer (otherwise than for the purposes of a bona fide amalgamation or reconstruction) or the Buyer enters into administration, provisional liquidation or any composition arrangement with its creditors (other than a solvent restructuring) or if a receiver or administrator is appointed over all or any of the Buyer's assets or undertaking or if circumstances arise which entitle the court or a creditor to appoint a receiver, manager or administrator or which entitle the court to make a winding up order or if the Buyer takes or suffers any similar or analogous action in consequence of debt; or

18.1.3 commits any material breach of this or any other contract between the Company and the Buyer which is irremediable (or, being remediable, has not been remedied by the Buyer within 7 (seven) days of receiving notice from the Company requiring remedy).

18.2 Without affecting any other right or remedy available to it, the Company may terminate the Contract on giving no less than 3 (three) months' notice to the Buyer.

18.3 Upon termination of the contract, all sums then owing shall become due and payable as agreed together with any stock held and or any Goods that the Company has contractually committed to in contemplation of an order and or the contract.

19. DATA PROTECTION

19.1 Unless the parties enter into a separate data processing agreement for a specific data processing activity, both parties agree the only data processing they carry out under the Contract is maintaining the contact details of each party as necessary to the performance of the Contract. For this data processing activity, both parties shall act as individual data controllers, and the legal basis for processing is the legitimate interest of each party in the performance of the Contract, the scope of personal data affected is the name and contact details of the contact persons of each party. The duration of this data processing activity is the expiry of the limitation period for the enforcement of any rights and obligations arising from the Contract and these Conditions.

19.2 Both Parties shall fully comply with the requirements of the applicable data protection laws (such as the GDPR¹) upon the processing, transfer, or any other measure with the personal data of the natural persons acting for or on behalf of the other party, and to ensure that all subcontractors and personnel engaged for the purpose of performing the Contract also fully comply with such requirements.

¹ GDPR means the General Data Protection Regulation, Regulation (EU) 2016/679 (even if the Contract is made under the laws of England and Wales or the laws of Scotland, GDPR applies as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018, including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time).

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19.3 A breaching party shall indemnify the affected party against:

19.3.1 all losses, claims, damages, liabilities, fines, interest, penalties, costs, charges, sanctions, expenses, compensation paid to data subjects (including compensation to protect goodwill and ex gratia payments), demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a data protection supervisory authority) arising out of or in connection with any breach by the breaching party's obligations related to data protection; and

19.3.2 all amounts paid or payable by the affected party to a third party which would not have been paid or payable if the breaching party's violation of this data protection clause had not occurred.

20. INTELLECTUAL PROPERTY

20.1 Neither Party shall gain any right, title, or interest in the other Party's copyrights, design rights, patents, trademarks, trade secrets, and other intellectual property rights ("Intellectual Property"). The Company shall, grant to the Buyer and all its affiliates a license to use any of the Company's Intellectual Property necessary to use, possess, and sell the goods supplied hereunder and/or receive the services supplied hereunder.

20.2 Neither Party may use the name or trademark of the other Party without prior written consent.

21. GENERAL

21.1 These Conditions and the order form constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

21.2 The Buyer shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under these Conditions without the prior consent in writing of an authorised representative of the Company.

21.3 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.

21.4 No waiver by the Company of any breach of these Conditions by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

21.5 No variation of these Conditions, the Contract, or the order form shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

21.6 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 and, to the extent permitted by law, the parties shall re-negotiate in good faith such invalid or unenforceable provision.

21.7 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

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

21.9 The Company shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Customer under the Contract or under any other contract which the Company has with the Buyer.

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- 21.10 The Buyer shall pay all sums that it owes to the Company under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.
- 21.11 The parties will assume all their duties under these Conditions, the Contract and/or any Order as independent parties and will not be deemed for any purpose to be an agent, servant, or representative of the other party. Nothing contained in these Conditions, the Contract and/or any Order will be construed to be inconsistent with such independent contractor relationship. These Conditions, the Contract, and any Order do not create nor constitute a joint venture, pooling arrangement, partnership, agency, master-servant relationship, business entity, organization, or combination of any type, whatsoever.
- 21.12 Expiry of these Conditions, the Contract or any Order, or their termination, howsoever brought about, shall not affect or prejudice any terms of, or rights conferred by, these Conditions, the Contract or any Order which are either expressly or by implication intended to come into effect or continue in effect after such expiry or termination including, but not limited to, Confidentiality, Warranty, Insurance, Intellectual Property, and Liability and any indemnity provisions.

22. GOVERNING LAW

- 22.1 Unless the parties have specifically agreed otherwise in writing, these Conditions shall be governed by, and construed with, the laws of the country (and state or province, if applicable) where Company has a registered seat (or in lack thereof, the principal base of business) and to have exclusive jurisdiction of the ordinary courts of such country (state or province) to settle any disputes which may arise out of or in connection with these Conditions and that accordingly any suit or proceedings arising out of or in connection with the Contract shall be brought in such courts.
- 22.2 Nothing contained in this clause 22 shall limit the right of the Company to take proceedings against the Buyer in any court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdiction by the Company preclude the takings of proceedings by the Company in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.