

PURCHASING TERMS AND CONDITIONS

1. Interpretation

1.1 In these Terms and Conditions

“Buyer” - Parex Limited (registered in England and Wales under number 2450579)

“Terms and Conditions” - the standard Terms and Conditions of purchase set out herein

“Contract” - the contract for purchase of the Goods and/or the Services

“Delivery Address” - the address stated on the Purchase Order

“Goods” - the goods (including any instalment of the goods or any part of them) described in the Purchase Order

“Purchase Order” - the Buyer’s Purchase Order

“Price” - the price of the Goods and/or the Services

“Seller” - the person so described in the Purchase Order

“Services” - the services (if any) described in the Purchase Order

“Specification” includes any plans, drawings, data or other information relating to the Goods or Services

“Writing” includes fax and email communication

1.2 Any reference in these Terms and Conditions to a statute or a provision of a statute shall also be construed as a reference to that statute or provision as amended at the relevant time.

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

2. Basis of purchase

2.1 The Purchase Order constitutes an offer by the Buyer to purchase the Goods and/or the Services subject to these Terms and Conditions.

2.2 These Terms and Conditions shall apply to the Contract to the exclusion of any other terms and Conditions on which any quotation has been given to the Buyer or subject to which the Purchase Order is accepted or purported to be accepted by the Seller.

2.3 The Purchase Order will lapse unless within 7 days of its date the Seller unconditionally accepts the Purchase Order which the Seller may do either in Writing (in which case the acceptance must also be received by the Buyer within the said period of 7 days) or by delivering the Goods to or providing the Services at the Delivery Address.

2.4 No variation to the Purchase Order or these Terms and Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.

3. Specifications

3.1 The quantity, quality and description of the Goods and/or the Services shall be as specified in the Purchase Order and/or in any applicable Specification supplied by the Buyer to the Seller or agreed in Writing by the Buyer.

3.2 Any Specification supplied by the Buyer to the Seller or specifically produced by the Seller for the Buyer in connection with the Contract together with the copyright design rights or any other intellectual property rights in the Specification shall be the exclusive property of the Buyer. The Seller shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Seller or as required for the purpose of the Contract.

3.3 The Seller shall comply with all applicable Regulations and other legal requirements concerning the manufacture, packaging packing and delivery of the Goods and/or of the Services.

3.4 The Seller shall not unreasonably refuse any request by the Buyer to inspect and test the Goods during manufacture, processing or storage at the premises of the Seller or any third party prior to despatch, and the Seller shall provide the Buyer with all facilities reasonably required for inspection and testing.

3.5 If as a result of inspection or testing the Buyer is not satisfied that the Goods will comply in all respects with the Contract and the Buyer so informs the Seller within 7 days of inspection or testing, the Seller shall take such steps as are necessary to ensure compliance.

3.6 The Goods shall be marked in accordance with the Buyer's instructions and any applicable Regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition.

4. Price of Goods and/or Services

4.1 The Price of the Goods and/or the Services shall be as stated in the Purchase Order and unless otherwise so stated shall be:-

4.1.1 exclusive of any applicable Value Added Tax (which shall be payable by the Buyer subject to receipt of a VAT invoice).

4.1.2 inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address, and any duties imposts or levies other than Value Added Tax.

4.2 No increase in the Price may be made (whether on account of increased material labour, or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Buyer in Writing.

4.3 The Buyer shall be entitled to any discount for prompt payment, bulk purchase, or volume of purchase customarily granted by the Seller whether or not shown in its own Terms and Conditions of Sales.

5. Terms of payment

5.1 The Seller shall be entitled to invoice the Buyer on or at any time after the delivery of the Goods or performance of the Services, and each invoice shall quote the number of the Purchase Order.

5.2 Unless otherwise stated in the Purchase Order, the Buyer shall pay the Price of the Goods and/or the Services within 60 days after the end of the month of receipt by the Buyer of a proper invoice, or if later after acceptance of the Goods and/or Services in question by the Buyer.

5.3 The Buyer shall be entitled to set off against the Price any sums owed to the Buyer by the Seller.

6. Delivery

6.1 The Goods shall be delivered to and the Services shall be performed at the Delivery Address stated on the Purchase Order, on the date or within the period stated in the Purchase Order. In either case this shall be during the Buyer's usual business hours. If for any reason the Buyer is unable to accept delivery of the Goods on the date or within the period aforementioned the Seller shall, at no charge to the Buyer, store and safeguard the Goods and shall take all reasonable steps to prevent deterioration of the Goods until delivery.

6.2 Where the date of delivery of the Goods or of performance of the Service is to be specified after the placing of the Purchase Order, the Seller shall give the Buyer reasonable notice of the specified date.

6.3 Subject to 6.1 above, the time of delivery of the Goods and of performance of the Services is the essence of the Contract.

6.4 A packing note quoting the number of the Purchase Order must accompany each delivery or consignment of the Goods and must be displayed prominently.

6.5 If the Goods are to be delivered or the Services are to be performed by instalments, the Contract will be treated as a single contract and not severable.

6.6 The Buyer shall be entitled at its discretion, and on giving reasonable notice to the Seller, to check the progress of the Contract. For this purpose the Buyer shall be entitled to inspect the Goods and any work thereon during manufacture and before delivery. The Seller shall afford the Buyer every facility for such purpose including access to the Seller's

works at all reasonable times. Any such inspection shall not relieve the Seller from any of its obligations under the Contract or from any obligations existing either in common law or by statute.

6.7 The Buyer shall be entitled to reject any Goods delivered which are not in accordance with the Contract and shall not be deemed to have accepted any Goods until the Buyer has had a reasonable time to inspect them following delivery or if later within a reasonable time after any unseen defect in the Goods has become apparent. Without prejudice to the foregoing, in the event that the Buyer cannot reasonably judge that the Goods accord with the Contract until such time as they have been installed or commissioned, the Buyer shall not be deemed to have accepted such Goods until the Buyer has had a reasonable time to make such judgement following installation or commissioning of the Goods as the case may be.

6.8 The Seller shall supply the Buyer in good time with any instructions or other information required to enable the Buyer to accept delivery of the Goods and performance of the Services.

6.9 The Buyer shall not be obliged to return to the Seller any packaging or packing materials for the Goods whether or not any Goods are accepted by the Buyer unless previously agreed in Writing by the Buyer.

6.10 If a dispute or difference shall arise concerning delivery of the Goods, failure by the Seller to produce a delivery note signed by or on behalf of the Buyer shall, in the absence of proof to the contrary, be conclusive evidence that the Goods were not delivered. The production of a signed delivery note shall be evidence of delivery only and shall not prejudice any rights the Buyer may otherwise have as provided for in these Terms and Conditions.

6.11 If the Goods are not delivered or the Services are not performed on the due date then, without prejudice to any other remedy, the Buyer shall be entitled to deduct from the Price or (if the Buyer has paid the Price) to claim from the Seller 5 per cent of the Price for every week's delay up to a maximum of 100 per cent.

7. Risk and property

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer upon delivery to the Buyer in accordance with the Contract.

7.2 The property in the Goods shall pass to the Buyer upon delivery, unless payment for the Goods is made prior to delivery - when it shall pass to the Buyer once payment has been made and the Goods have been apportioned to the Contract.

8. Warranties and liability

8.1 The Seller warrants to the Buyer that the Goods:

8.1.1 will be of merchantable quality and fit for any purpose made known to the Seller in Writing at the time the Purchase Order is placed.

8.1.2 will be free from defects in design, materials and workmanship.

8.1.3 will correspond with any relevant Specification or sample.

8.1.4 will comply with all statutory requirements and Regulations relating to the sale of the Goods, their construction, method of operation and safety, and with any British Standard specifications that may be applicable to the Goods.

8.2 The Seller warrants to the Buyer that the Services will be performed by appropriately qualified and trained personnel with due care and diligence, and to such high standard of quality as it is reasonable for the Buyer to expect in all circumstances.

8.3 Without prejudice to any other remedy, if any Goods and/or Services are not supplied or performed in accordance with the Contract then the Buyer shall be entitled:

8.3.1 to require the Seller to repair the Goods or to supply replacement Goods and/or Services in accordance with the Contract within 7 days; or

8.3.2 at the Buyer's sole option and whether or not the Buyer has previously required the Seller to repair the Goods or to supply any replacement Goods and/or Services, to treat the Contract as discharged by the Seller's breach and require the repayment of any part of the Price which has been paid.

8.4 The Seller shall indemnify the Buyer in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Buyer as a result of or in connection with

8.4.1 breach of any warranty given by the Seller in relation to the Goods and/or the Services.

8.4.2 any claim that the Goods and/or Services infringe or their importation use or resale infringes the patent, copyright, design, Trade mark or other intellectual property rights of any other person except to the extent that that claim arises from compliance with any Specification supplied by the Buyer.

8.4.3 any liability under the Consumer Protection Act 1987 in respect of the Goods.

8.4.4 any act of omission by the Seller, its employees, agents or subcontractors in supplying, delivering and installing the Goods and/or the Services.

8.5 Neither the Seller nor the Buyer shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of its obligations in relation to the Goods and/or the Services if the delay or failure was beyond the party's reasonable control. Without prejudice to the foregoing, the following shall be regarded as causes beyond either party's reasonable control:

8.5.1 Act of God, explosion,, flood tempest, fire or accident.

8.5.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition.

8.5.3 acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any Governmental, parliamentary or Local Authority.

8.5.4 import or export Regulations or embargoes

8.5.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees or either the Seller or the Buyer or of a third party).

9. Termination

9.1 The Buyer shall be entitled to cancel the Purchase Order in respect of all or part of the Goods and/or the Services by giving notice to the Seller at any time prior to delivery or performance. In this event, the Buyer's sole liability shall be to pay to the Seller the Price for the Goods and/or the Services in respect of which the Buyer has exercised its right of cancellation, less the Seller's net saving of cost arising from cancellation.

9.2 The Buyer shall be entitled to terminate the Contract without liability to the Seller by giving notice to the Seller at any time if:

9.2.1 the Seller makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being a company) becomes subject to an administration Purchase Order, or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction).

9.2.2 an encumbrancer takes possession or a receiver is appointed of any of the property or assets of the Seller.

9.2.3 the Seller ceases or threatens to cease to carry on business.

9.2.4 the Buyer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Seller and notifies the Seller accordingly.

10. Legal

10.1 The Contract shall be governed by the laws of England.

10.2 The Seller shall conform to all relevant legislation, Regulations and Guidelines in force at the time. This following list is not exhaustive, but, in particular, the Buyer expects the Seller to comply with –

- Bribery Act, 2010
- Consumer Rights Act, 2015
- Classification, Labelling and Packaging of Substances and Mixtures, 2008 (as amended) (if applicable)
- General Data Protection Regulation, 2018
- General Product Safety Regulations, 2005
- Modern Slavery Act, 2015
- Registration, Evaluation, Authorisation and Restriction of Chemicals, 2006 (as amended) (if applicable)

11. General

11.1 The Purchase Order is personal to the Seller and the Seller shall not assign or transfer, or purport to assign or transfer to any other person any of its obligations under the Contract without first having obtained the consent of the Buyer in Writing.

11.2 Any 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.

11.3 No waiver by the Buyer of any breach of the Contract by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision.

11.4 If any provision of these Terms and 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 Terms and Conditions and the remainder of the provision in question shall not be affected thereby.

12. Export Control

12.1 The Seller undertakes to comply with all laws and regulations relating to embargoes, economic, commercial and financial sanctions or any other restrictive measures issued by France, the United States and the European Union, as well as with any other applicable domestic law (hereinafter "Regulations on Sanctions") and to obtain all licenses, shipment documentation, authorizations requested for resale, import, export or re-export of the Goods and/or Services.

12.2 The Seller declares and warrants he is not included in any sanctioned party list (hereinafter "Sanctioned Party List"), such as the ones maintained by the United States or the European Union.

12.3 The Seller undertakes to immediately notify the Buyer if it becomes listed on any Sanctioned Party List.

12.4 The Seller declares and warrants that all activities under the present agreement as well as all payments under such agreement comply with the Regulations on Sanctions.

12.5 The Seller authorizes the Buyer to control compliance by the Supplier with the Regulations on Sanctions and to this end, Supplier undertakes to provide on first written demand from the Buyer any information allowing it to perform such control as soon as possible.

13. Ethics and compliance

13.1 The Seller confirms that it is aware of the Buyer's Code of Conduct and that it will conduct its activities in accordance with the principles of the Buyer's Code of Conduct. The Seller can have access to the Buyer's Code of Conduct at www.parex.co.uk.