

## 2K Polymer Systems Limited Terms and Conditions of Sale

### 1 Interpretation

1.1 **Definitions.** In these Conditions, the following definitions apply:

<b>"Affiliate"</b>	in relation to any body corporate, a Subsidiary of that body corporate or a Holding Company of that body corporate or any other Subsidiary of that Holding Company and <b>"affiliated"</b> shall be construed accordingly.
<b>"Applicable Laws"</b>	all applicable requirements and restrictions imposed by law or by governmental and other authorities in all jurisdictions throughout the World relating to or affecting the possession, use, import, export, resale, packaging and labelling of the Goods.
<b>"Business Day"</b>	a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
<b>"Conditions"</b>	the terms and conditions set out in this document as amended from time to time in accordance with condition 14.6.
<b>"Contract"</b>	the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.
<b>"Customer"</b>	the person or firm who purchases the Goods from the Supplier.
<b>"Downstream User"</b>	has the meaning set out in REACH.
<b>"Force Majeure Event"</b>	has the meaning given in condition 11.
<b>"Goods"</b>	the goods (or any part of them) set out in the Order.
<b>"Holding Company"</b>	in relation to a body corporate, any other body corporate in respect of which it is a Subsidiary.
<b>"Intellectual Property Rights"</b>	patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the World.

<b>"Local Laws"</b>	all Applicable Laws, except those which are in force in England and Wales from time to time.
<b>"Order"</b>	the Customer's order for the goods to be supplied by the Supplier.
<b>"Product Approval"</b>	the Supplier's product approval most recently supplied to the Customer prior to acceptance of the Order, as modified by any applicable Specification.
<b>"REACH"</b>	Commission Regulation (EU) No 453/2010, amending Regulation (EC) No 1907/2006 of the European Parliament and of the Council on the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), but only to the extent retained in the law of England and Wales, and as amended, by The REACH etc. (Amendment etc.) (EU Exit) Regulations 2019 (SI 2019/758), (as amended or re-enacted from time to time and including any subordinate legislation made under it from time to time).
<b>"Safety Data Sheet"</b>	a safety data sheet detailing information and data regarding the properties of the Goods including potential hazards associated with their use in an occupational setting.
<b>"Shelf Life"</b>	the shelf life set out in the Technical Data Sheet which commences from the date of manufacture of the Goods.
<b>"Specification"</b>	any specification for the Goods that is agreed in writing by the Customer and the Supplier.
<b>"Subsidiary"</b>	<p>a company is a 'subsidiary' of another company if that other company:</p> <ul style="list-style-type: none"><li>• holds a majority of the voting rights in it, or</li><li>• is a member of it and has the right to appoint or remove a majority of its board of directors, or</li><li>• is a member of it and controls alone, pursuant to an agreement with other members, a majority of the voting rights in it,</li></ul> <p>or if it is a subsidiary of a company that is itself a subsidiary of that other company.</p>
<b>"Supplier"</b>	2K Polymer Systems Limited, registered in England and Wales with company number 06085634.
<b>"Technical Data Sheet"</b>	the Supplier's technical data sheet most recently supplied to the Customer prior to acceptance of the Order, as modified by any applicable Specification.

## 1.2 Construction.

In these Conditions, the following rules apply:

- 1.2.1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.2 A reference to a party includes its personal representatives, successors or permitted assigns.
- 1.2.3 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 1.2.4 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.2.5 A reference to **writing** or **written** includes faxes and e-mails.

## 2 Basis of contract

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.
- 2.3 The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence.
- 2.4 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.
- 2.5 Any samples, drawings, descriptive matter, or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues, brochures or on the Supplier's website are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.
- 2.6 A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 60 days from its date of issue.

## 3 Goods

- 3.1 The Goods are described in the Technical Data Sheets and Product Approvals.
- 3.2 The Supplier reserves the right to amend a Specification if required by any Applicable Laws.
- 3.3 Where the Customer is purchasing Goods for delivery and/or onwards supply outside the UK, it is the Customer's obligation to acquaint itself and comply with all relevant Local Laws and to ensure that no Goods are exported or imported in violation of the Local Laws of any jurisdiction into or through which the Goods are transported.
- 3.4 The Supplier will provide the Customer with a Safety Data Sheet for the Goods. The Supplier warrants that the English language version of each Safety Data Sheet will

comply with the relevant requirements of REACH, to the extent applicable to Safety Data Sheets of the type required to be supplied for the Goods and in force on the date the relevant Goods are shipped.

3.5 Except as set out in condition 3.4 above:

3.5.1 the Supplier does not warrant, and specifically excludes any warranty, that:

3.5.1.1 the Safety Data Sheet will comply with any Local Law; and/or

3.5.1.2 any labelling, packaging, sales literature, application guides and/or technical information for the Goods provided by the Supplier for or on behalf of the Customer will comply with any Applicable Laws;

3.5.2 it is the Customer's sole obligation and responsibility to acquaint itself and comply with, and ensure that the Goods together with all Safety Data Sheets, labelling, packaging, sales literature, application guides and technical information and/or data supplied with the Goods in support of the Customer's own down-stream supply chain activity comply with, all Applicable Laws in any jurisdiction where the Customer supplies or uses, or is aware any Downstream User will supply or use, the Goods.

3.6 If the Supplier agrees to supply a translation of a Safety Data Sheet into a language other than English, such translation is provided "as is" and it is the responsibility of the Customer to ensure that the translation is faithful to the English language version and complies with all Applicable Laws.

3.7 The Customer will ensure that it brings the matters set out in the Safety Data Sheet (or procure that they are bought) to the attention of its own customers and Downstream Users, in accordance with Applicable Laws.

3.8 Subject to condition 9.1, the Customer acknowledges and agrees that:

3.8.1 the Safety Data Sheets and technical data sheets for the Goods are prepared on the basis that the Goods will be used solely for the intended purposes described in the applicable Technical Data Sheet. To the fullest extent possible under Applicable Laws, the Supplier excludes any or all warranties and/or liability relating to the use of any Goods or technical data for any other purpose; and

3.8.2 the Safety Data Sheets are not intended for use by consumers or end users of the Goods.

## 4 Delivery

4.1 The Supplier shall ensure that each delivery of the Goods is accompanied by a delivery note which refers to and shows the Order, and the type and quantity of the Goods being delivered.

4.2 The Supplier shall deliver the Goods, or make them available for collection by the Customer or its carrier, at the location set out in the Order or such other location as the parties may agree in writing ("**Delivery Location**") or if no Delivery Location is so set out or agreed, then the Delivery Location shall be the Supplier's premises referred to in condition 4.4.

4.3 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location (where delivered to a Delivery Location other than the Supplier's premises) or when collected by the Customer or its carrier or when deemed delivered under condition 4.10.

- 4.4 Unless otherwise agreed in writing by a director of the Supplier, the Goods will be supplied EXW Incoterms® 2020, subject always to condition 14.7, with the Delivery Location being the Supplier's premises at Venture Crescent, Alfreton, Derbyshire, DE55 7RA, and the Supplier shall be under no obligation to notify the Customer under section 32(3) of the Sale of Goods Act 1979.
- 4.5 Where the Customer is collecting the Goods, the Customer or its carrier will collect the Goods from the Supplier's premises within 3 Business Days of the Supplier notifying the Customer that the Goods are ready.
- 4.6 Where the Customer arranges the carriage of any dangerous Goods, the Customer will ensure that its carrier complies with the requirements of The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 together with any other Applicable Laws which apply to the carriage of such Goods.
- 4.7 The Customer is responsible for obtaining, at its own cost, such import licences, export licences and other consents in relation to the Goods as are required from time to time and, if required by the Supplier, the Customer shall make those licences and consents available to the Supplier prior to delivery of the Goods.
- 4.8 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods whether requested by the Supplier or otherwise.
- 4.9 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.
- 4.10 If the Customer or its carrier fails to collect or take or accept (as the case may be) delivery of the Goods within three Business Days of the Supplier notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract:
- 4.10.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Supplier notified the Customer that the Goods were ready; and
  - 4.10.2 the Supplier may store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.11 If 7 Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer or its carrier has not collected or (as the case may be) taken or accepted delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 4.12 The Customer shall not be entitled to reject the Goods if the Supplier delivers up to and including 5% more or less than the quantity of Goods ordered, but a pro rata adjustment shall be made to the Order invoice on receipt of notice from the Customer that the wrong quantity of Goods was delivered.
- 4.13 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

## 5 Quality

- 5.1 For the purposes of this condition 5 **"Warranty Period"** means the Shelf Life, or, if no Shelf Life is stated, 12 months from the date of manufacture of the Goods.
- 5.2 The Supplier warrants that for the Warranty Period the Goods shall:
- 5.2.1 conform in all material respects with their description and any applicable Specification;
  - 5.2.2 be free from material defects in design, material and workmanship; and
  - 5.2.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
- 5.3 The Supplier warrants that on delivery the Goods shall comply with applicable UK statutory requirements.
- 5.4 Subject to condition 5.5, if:
- 5.4.1 the Customer gives notice in writing to the Supplier that some or all of the Goods do not comply with the warranty set out in condition 5.2 during the Warranty Period together with full particulars thereof within 10 Business Days of discovery that some or all of the Goods do not comply with the warranty set out in condition 5.2;
  - 5.4.2 the Supplier is given a reasonable opportunity of examining such Goods; and
  - 5.4.3 the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost,
- the Supplier shall, at its option, replace the defective Goods, or refund the price of the defective Goods in full.
- 5.5 The Supplier shall not be liable for Goods' failure to comply with the warranty set out in condition 5.2 in any of the following events:
- 5.5.1 the Customer makes any further use of such Goods after giving notice in accordance with condition 5.4;
  - 5.5.2 the defect or failure arises because the Customer or a third party failed to follow the Supplier's written instructions as to the storage, use and maintenance of the Goods;
  - 5.5.3 the defect arises due to the improper use of the Goods or use outside their normal application by any person;
  - 5.5.4 the defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Customer;
  - 5.5.5 the Customer or any other person alters such Goods without the written consent of the Supplier;
  - 5.5.6 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
  - 5.5.7 the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 5.6 Except as provided in this condition 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in condition 5.2.

5.7 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

5.8 These Conditions shall apply to any replacement Goods supplied by the Supplier.

## **6 Title and risk**

6.1 The risk in the Goods shall pass to the Customer on completion of delivery.

6.2 Title to the Goods shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for:

6.2.1 the Goods; and

6.2.2 any other goods or services that the Supplier has supplied to the Customer in respect of which payment has become due.

6.3 Until title to the Goods has passed to the Customer, the Customer shall:

6.3.1 hold the Goods on a fiduciary basis as the Supplier's bailee;

6.3.2 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;

6.3.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

6.3.4 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

6.3.5 notify the Supplier immediately if it becomes subject to any of the events listed in condition 8.2; and

6.3.6 give the Supplier such information relating to the Goods as the Supplier may require from time to time,

but the Customer may resell or use the Goods in the ordinary course of its business.

6.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in condition 8.2, or the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

## **7 Price and payment**

7.1 The price of the Goods shall be the price quoted by the Supplier for the relevant Order or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date of delivery.

7.2 The Supplier may, by giving notice to the Customer at any time up to 5 Business Days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

7.2.1 any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);



- 7.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
  - 7.2.3 any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.
- 7.3 The price of the Goods is exclusive of the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.
- 7.4 The price of the Goods is exclusive of amounts in respect of value added tax ("**VAT**"). The Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods.
- 7.5 The Supplier may invoice the Customer for the Goods on or at any time after the completion of delivery.
- 7.6 Unless the Supplier agrees different payment terms in the Order or otherwise in writing, the Customer shall pay the invoice in full and in cleared funds within 30 days of the date of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier and in the currency set out in the invoice. Time of payment is of the essence.
- 7.7 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment ("**due date**"), then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Royal Bank of Scotland plc's base lending rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 7.8 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

## **8 Customer's insolvency or incapacity**

- 8.1 If the Customer becomes subject to any of the events listed in condition 8.2, or the Supplier reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to the Supplier, the Supplier may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and the Supplier without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due.
- 8.2 For the purposes of condition 8.1, the relevant events are:
  - 8.2.1 the Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
  - 8.2.2 the Customer 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 its creditors other than (where the Customer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

- 8.2.3 (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
  - 8.2.4 (being an individual) the Customer is the subject of a bankruptcy petition or order;
  - 8.2.5 a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 30 days;
  - 8.2.6 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;
  - 8.2.7 (being a company) a floating charge holder over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;
  - 8.2.8 a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;
  - 8.2.9 any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in condition 8.2.1 to condition 8.2.8 (inclusive);
  - 8.2.10 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business;
  - 8.2.11 the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and
  - 8.2.12 (being an individual) the Customer 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.
- 8.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Conditions which expressly or by implication survive termination of the Contract shall continue in full force and effect.

## **9 Limitation of liability**

- 9.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:
  - 9.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
  - 9.1.2 fraud or fraudulent misrepresentation;

- 9.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;
  - 9.1.4 defective products under the Consumer Protection Act 1987; or
  - 9.1.5 any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.
- 9.2 Subject to condition 9.1:
- 9.2.1 the Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit or any indirect or consequential loss arising under or in connection with the Contract; and
  - 9.2.2 the Goods are sold at a price reflecting their cost and on the basis that the Supplier does not insure the Customer or the use of the Goods, accordingly the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, including losses caused by deliberate breach of the Contract by the Supplier, its employees, agents or subcontractors shall not exceed the price of the Goods.
- 9.3 Subject to condition 9.1 the Supplier accepts no liability under condition 9.2.1 or otherwise, where payment for the Goods remains outstanding.

## 10 Intellectual Property Rights

- 10.1 The Supplier (and/or any relevant licensor of the Supplier) is and shall remain the sole owner of all Intellectual Property Rights in the Goods.
- 10.2 The Customer shall not at any time make any unauthorised use of the Supplier's Intellectual Property Rights, nor authorise or permit any of its agents or contractors or any other person to do so.
- 10.3 The Customer grants the Supplier the right, and warrants to the Supplier that it is entitled to grant the Supplier the right, to use and copy all specifications, artwork or other materials (and all Intellectual Property Rights in them) the Customer supplies to the Supplier for inclusion in the Goods or their packaging. If the consent of any third party is required, the Customer will procure that right for the Supplier at no cost to the Supplier.
- 10.4 Where the Supplier manufactures Goods, packages Goods or applies any process to Goods, in accordance with any Specification, artwork, information or materials prepared and/or submitted by or on behalf of the Customer, the Customer shall indemnify and keep indemnified the Supplier against all losses, damages, costs, claims, demands, liabilities and expenses (including without limitation consequential losses, loss of profit and loss of reputation, and all interest, penalties and legal and other professional costs and expenses) awarded against or incurred by the Supplier in connection with, or paid or agreed to be paid by the Supplier in settlement of, any claim for infringement of any third party Intellectual Property Rights which results from the Supplier's use of such Specification, artwork, information or materials. This condition 10.4 shall survive termination of the Contract.

## 11 Force majeure

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A **Force Majeure Event** means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil

commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

## **12 Export Control**

- 12.1 The Customer certifies, warrants and agrees on its own behalf and on behalf of all its relevant Affiliates involved in any transactions or activities related to the Contract that:-
- 12.1.1 it is (and they are) not the target of economic sanctions or export controls restrictions imposed by the United Kingdom, the European Union or its member states, the United States, or the United Nations;
  - 12.1.2 it (and they) will not make any export, re-export, transaction, transshipment, or other transfer ("**Export**") of any Goods in contravention of any applicable import/export controls or economic sanctions laws and regulations, including, without limitation, those of the United Kingdom ("**Export Regulations**"); and
  - 12.1.3 it and they will not make any Export of Goods to: (1) any embargoed territory (including as of the date of the Contract, Iran, Cuba, Syria, North Korea, Venezuela and the Crimea region of Ukraine); (2) any parties subject to blocking or comprehensive sanctions; or (3) any other restricted parties in violation of Export Regulations.
- 12.2 The Customer shall notify the Supplier in writing no later than seven (7) days from the date it becomes aware of any failure to comply with condition 12.1 and shall cooperate with the Supplier and apply all reasonable efforts to cease and remediate any violation of applicable import/export controls or economic sanctions laws arising in connection with the Contract.
- 12.3 The Customer certifies, warrants and agrees on its own behalf and on behalf of all of its relevant Affiliates that the person signing each Order has full authority and knowledge to make the statements in this condition 12.

## **13 Foreign Corrupt Practices / Bribery**

Neither the Customer nor any representative or agent of Customer in its capacity as such will, in connection with its rights or obligations hereunder, violate any US or English anti-bribery or anti-corruption law, including without limitation, as applicable, the Foreign Corrupt Practices Act (US law) and the Bribery Act 2010 (English law), as each may be amended from time to time.

## **14 General**

### **14.1 Assignment and subcontracting**

- 14.1.1 The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 14.1.2 The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Supplier.

### **14.2 Notices**

- 14.2.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business

(in any other case) or such other address as that party may have specified to the other party in writing in accordance with this condition, and shall be delivered personally, sent by pre-paid first class or recorded delivery post for notices sent domestically in the UK, or for notices sent to or from a country outside the UK, by international registered post (airmail), commercial courier or e-mail.

14.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in condition 14.2.1; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier or international registered post (airmail), on the date and at the time that the courier's or relevant postal service's delivery receipt is signed; or, if sent by e-mail, one Business Day after transmission.

14.2.3 The provisions of this condition shall not apply to the service of any proceedings or other documents in any legal action.

14.2.4 Notices relating to the termination of the Contract or notifying a breach of Contract shall not be validly served if only sent by email.

### 14.3 **Severance**

14.3.1 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

14.3.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

14.4 **Waiver.** A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

14.5 **Third party rights.** A person who is not a party to the Contract shall not have any rights under or in connection with it.

14.6 **Variation.** Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by a director of the Supplier.

14.7 **Incoterms.** The international rules for the interpretation of trade terms prepared by the International Chamber of Commerce 2010 ("**Incoterms® 2020**") shall apply to these Conditions but where they conflict with these Conditions, these Conditions shall prevail.

14.8 **Governing law and jurisdiction.** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales. For the avoidance of doubt, the United Nations Convention on the International Sale of Goods shall not apply to these Conditions.