

1. DEFINITIONS

In these General Conditions of Sale, the following definitions apply: "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with another entity.

"Buyer" the person or firm who purchases the Goods from the Seller.

"Conditions" the terms and clauses set out in this document.

"Contract" the Contract between the Seller and the Buyer for the sale and purchase of the Goods in accordance with these General Conditions of Sale.

"Goods" the goods (or any part of them) set out in the Order.

"Order" the Buyer's order for the Goods, as set out in the Buyer's purchase order form.

"Seller" the supplying Voith entity having its registered office in England, Scotland, or Wales and shall include all Affiliates of the Seller from time to time.

2. TERMS OF CONTRACT AND ITEMISATION OF GOODS TO BE SUPPLIED

2.1. The Order constitutes an offer by the Buyer to purchase the Goods in accordance with these Conditions. The Order shall only be deemed to be accepted when the Seller issues a written acceptance of the Order, at which point the Contract shall come into existence. These Conditions apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2. The Contract constitutes the entire agreement between the parties. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Seller which is not set out in the Contract.

2.3. The Seller shall not be bound by any warranty, amendment of these Conditions or any collateral agreement (no matter who is party thereto) unless the same shall have been specified in the written confirmation given by the Seller. Any alteration, addition, or modification to the terms of the Contract between the Seller and the Buyer thereafter shall be in writing.

2.4. The Buyer shall not be entitled to request from the Seller any parts, items services or materials not specified in the written confirmation given by the Seller. Any supplies of parts, items, services, or materials made by the Seller though not so specified shall be made upon and subject to these Conditions.

2.5. If customary trade terms are used in the Contract, then they shall be interpreted in accordance with the "Incoterms 2020" Rules and any subsequent amendments and modifications thereof unless otherwise provided in these Conditions.

2.6. Any samples and dimensions, measurements, weights, capacities and other information contained in any document, illustration, drawing or advertising material supplied by the Seller to the Buyer shall only be an approximate guide and shall not constitute a term of the Contract or have any contractual force nor shall the Seller represent the accuracy thereof to the Buyer unless the Seller has declared in writing any such figures or information to be accurate.

2.7. The Seller shall retain its property and copyright in any estimates, documents, illustrations, and drawings supplied to the Buyer and unless the Seller shall consent in writing the same, and any information in respect thereof, shall not be copied, reproduced in any way whatsoever or made available to other persons. The Seller shall undertake similar obligations in respect of any technical documents and supplied to the Seller by the Buyer which are, and are specified, to be confidential by the Buyer.

2.8. A quotation for the Goods given by the Seller shall not constitute an offer. A quotation shall only be valid for such period as is stated in it.

3. PRICE AND TERMS OF PAYMENT

3.1. The price of the Goods shall be the price set out in the Seller's written acceptance of the Order, or, if no price is quoted, the price set out in the Seller's published price list in force as at the date of delivery.

3.2. Unless otherwise agreed in writing the quoted price ("the Contract price") shall be for delivery ex-Works, inclusive of packing suitable for transport within the United Kingdom but exclusive of Value Added Tax. Any amounts indicated in any quote given by the Seller for transportation, insurance, storage, loading, unloading and installation shall not be binding on the Seller who shall be reimbursed by the Buyer the actual amount paid by the Seller therefore unless otherwise stated. The transportation of the goods F.O.B. and any special packing (e.g. for export) of the goods that may be requested by the Buyer shall be at the Buyer's expense.

3.3. The Seller may, by giving notice to the Buyer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

3.3.1. Any factor beyond the Seller's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials, and other manufacturing costs). For the avoidance of doubt, this clause 3.3.1

3.3.2. shall not operate if a Contract for forward purchase of foreign currency is entered into at the Buyer's expense, the terms of which are acceptable to

the Seller.

3.3.3. Any request by the Buyer to change the delivery date(s), quantities or types of Goods ordered, or any specification; or

3.3.4. Any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate or accurate information or instructions.

3.4. The Buyer shall be solely responsible for any surcharge, duty, tax, fee, or other charge imposed after the making of the Contract in respect of the importation into the United Kingdom of any of the Goods the Buyer has contracted to buy.

3.5. In respect of the export from the United Kingdom of any of the Goods the Buyer has contracted to buy the Buyer shall be solely responsible for the following:

3.5.1. Any taxes, duties, surcharges, fees, or other charges levied or payable outside the United Kingdom in respect of the export thereof.

3.5.2. Any taxes, duties, surcharges, fees, or other charges imposed in the United Kingdom after the making of the Contract in respect of the exporting thereof.

3.5.3. Any fees or charges in respect of the production or obtaining of any documents or certificates necessary for the purpose of exporting the Goods.

3.6. The Seller may invoice the Buyer for the Goods on or at any time after the completion of delivery.

3.7. Unless otherwise agreed in writing, the Contract price shall be paid within 30 days of the date of the Seller's invoice without deduction to the bank account nominated in writing by the Seller. Time of payment is of the essence.

3.8. The Buyer shall not be entitled to deduct from the Contract price any set-off or counterclaim regarding the Seller.

3.9. The Seller shall be entitled to interest in line with the Late Payment of Commercial Debts (Interest) Act 1988 and subsequent amendments thereof on any invoices outstanding beyond the payment terms set out in these Conditions. The Seller reserves the right to waive any interest due in respect of any particular late payment, but such waiver shall not be deemed to be a general waiver of the Seller's right to interest hereunder and shall only be taken as a waiver in relation to a specific outstanding invoice at any one time.

3.10. Unless and until the Buyer complies in full with the obligation to make payment the Seller shall not be under any duty to perform or observe any of the clauses of the Contract.

3.11. Any failure by the Buyer to make a payment in full due under the clauses of the Contract or if in the opinion of the Seller the financial position of the Buyer is such that there is a serious risk that the Buyer will be unable to wholly discharge the obligation to pay the Contract price in accordance with the clauses of the Contract then the balance of the Contract price outstanding shall become immediately payable by the Buyer upon written demand being made by the Seller.

3.12. A Contract price quoted in a currency other than sterling may be paid in that currency but the amount payable shall be the greater of:

3.12.1. The specified Contract price; or

3.12.2. The amount of the foreign currency required at the date of payment (or the due date of payment if different and the Seller so elects) to purchase from the Bank of England the same amount of sterling as could have been purchased with the specified Contract price at the date of the quotation given by the Seller or the making of the Contract as the Seller so elects.

4. DELIVERY

4.1. The period in which the Goods contracted for by the Buyer shall be delivered by the Seller shall be that period specified in the written confirmation ("the delivery period"). The delivery period shall commence at the earliest date at which all the following provisions shall have been satisfied:

4.1.1. Written confirmation has been given by the Seller.

4.1.2. The first downpayment, if any, has been paid.

4.1.3. All commercial and technical points and details concerning the Buyer's order have been clarified by the Buyer to the Seller's satisfaction.

4.1.4. All necessary documents, certificates, licences, and permits have been obtained in respect of the Goods and (where applicable) in respect of the importation or exportation of the Goods by the Buyer and delivered to the Seller.

4.2. The Seller shall ensure that:

4.2.1. Each delivery of the Goods is accompanied by a delivery note which shows all the relevant Buyer and Seller reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

4.2.2. If the Seller requires the Buyer to return any packaging materials to the Seller, that fact is clearly stated on the delivery note. The Buyer shall make any such packaging materials available for collection at such times as the Seller shall reasonably request. Returns of packaging materials shall be at the Seller's expense.

4.3. Unless the Seller has undertaken to deliver the Goods to the Buyer's

premises or to such other place as the Buyer shall specify, the Seller shall be entitled to elect whether to:

4.3.1. Despatch the Goods to the Buyer; or

4.3.2. Give the Buyer notice that the Goods are ready for collection from the Seller's premises,

and whichever is applicable shall be the delivery location ("Delivery Location"). Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location. For the avoidance of doubt the Seller shall be treated as having delivered the Goods at the date that the Goods are despatched to the Buyer or that notice is given to the Buyer that the Goods are ready for collection. Where the Seller has undertaken to deliver the Goods to the Buyer's premises or to such other place as the Buyer shall specify the Goods shall not be treated as delivered until the Goods have actually arrived at such place.

4.4. The Seller may deliver all the Goods at once or by instalments as it thinks fit. Goods delivered by instalments 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 Buyer to cancel any other instalment.

4.5. The Seller shall not be liable for delivering all or any of the Goods or for any failure to deliver any or all of them at all if such delay or failure shall be caused by events outside the Seller's control (which events shall, without prejudice to the generality of the foregoing, include the breaking of any essential castings or foregoing, delay in the delivery or failure to deliver materials required to produce or in the production of the Goods, breakdown of machinery or plant, war, fire, accident, terrorism, sabotage, cyberattacks, pandemics, epidemics, labour disputes, nuclear/reactor accidents, embargo/sanctions or similar restrictions whether affecting the Seller or any supplier, sub-contractor, agent, carrier), provided that the Seller notifies the Buyer of such events and in the case of a delay specifies the extension of the delivery period required as a result of the events (which such extended period may be further extended if and as required in accordance with this clause).

4.6. If notice is given by the Seller under clause 4.5 above stating that the Goods cannot be delivered, then the Contract shall thereby terminate without any liability save that the Seller shall repay any sum paid by the Buyer in respect of any undelivered Goods in the same currency as the payment was made.

4.7. In the event that there is a delay in the delivery of all or any of the Goods for a reason not within clause 4.5 above then the Buyer may serve a written notice on the Seller requiring delivery within a reasonable period and in the event that the Seller does not comply with such notice for a reason not within 4.5 above the Buyer may then terminate the Contract by written notice (provided that the first mentioned written notice specified that the Buyer intended to act in such manner).

4.8. A termination of the Contract pursuant to clause 4.7 above shall not entitle the Buyer to return any Goods delivered prior to the termination unless the same cannot be used without the undelivered Goods. The Buyer shall remain liable to pay the Contract price attributable to the Goods delivered prior to the termination and the Seller shall repay any sum paid by the Buyer in respect of any undelivered Goods in the same currency as the payment was made. Subject to the foregoing and clause 4.9 below in this clause the Buyer shall have no other right, claim or remedy of whatsoever nature (including any claim for damages) against the Seller who shall only be liable as herein before provided.

4.9. If it has been agreed by the Buyer and Seller in writing that this Clause shall operate as part of the Contract, then as an alternative remedy to the right to terminate the Contract under clauses 4.7 and 4.8 above the Buyer may claim compensation (which shall be deemed to be liquidated damages) from the Seller if delivery of all or any of the Goods is delayed for a reason not within clause 4.5 above provided that such delay has actually caused the Buyer loss. Such compensation shall be calculated at the rate for each full week of delay of 0.5% of the Contract price attributable to the undelivered Goods and those Goods that have been delivered but cannot be used without the undelivered Goods provided that the aggregate amount of compensation payable shall not exceed 5% of the Contract price attributable to the aforesaid Goods. It is agreed between the parties that a payment under this clause shall satisfy in full any claim by the Buyer against the Seller in respect of delay in delivery, is a fair and adequate remedy in light of the commercial expectations of the parties and the Buyer shall not have any other remedy in respect thereof and, in particular, shall not be entitled to terminate the Contract.

4.10. The Buyer shall be liable to pay storage charges to the Seller in respect of any Goods not collected on the expiry of 2 months from the giving of notice of readiness for collection to the Buyer unless the Seller shall be in breach of its obligations under the Contract in respect of these Goods. Such charges shall be as the Seller considers reasonable and shall not be less than 0.5% of the Contract price attributable to such Goods for each month after such expiry.

4.11. In the event that the Buyer has failed to collect all or any of the Goods on the expiry of 3 months from the giving of notice of readiness for collection to the Buyer then the Seller shall be entitled to sell the Goods to any other

person or to otherwise deal with or use the same as it considers fit upon giving 7 days' notice thereof to the Buyer and in such a case the delivery period for the Contract shall be calculated from the expiry of the said 7 day notice.

4.12. The Seller shall not be bound to deliver any Goods during such time as the Buyer is in breach of any clauses of the Contract relating to the Goods (including payment of any part of the Contract price) or any other contract entered with the Seller and any such period shall be disregarded for the purpose of determining the delivery period.

4.13. The Seller shall insure the Goods at the Buyer's cost if the Buyer so requests.

4.14. If the Buyer requires proof of delivery of the Goods, then a request for such proof must be made to the Seller in writing within 14 days of the date of delivery.

5. PASSING OF RISK

5.1. The Goods shall be at the Buyer's risk from the earlier of:

5.1.1. The time of their despatch from the works from which the Goods are to be delivered to the Buyer (whether of the Seller or that of any supplier, agent or sub-contractor or any other person), or

5.1.2. The expiry of 14 days from the giving of notice of readiness of despatch to the Buyer provided that during the said 14 days period the Seller shall not have been in breach of these Conditions in failing to despatch the Goods.

5.1.3. The provisions of clause 5.1 above shall apply notwithstanding:

5.1.4. That Goods despatched or ready to be despatched are part only of the Goods the subject of the Contract, or

5.1.5. That the Seller has accepted obligations in respect of the Goods continuing after their despatch or being made ready for despatch (such as supervising or carrying out the installation of the Goods), or

5.2. Any contrary provision in the Incoterms 2020 Rules

5.3. Clause 5.1 will not apply if the Seller has undertaken to be responsible for the actual delivery of the Goods to the Buyer's premises or to such other place as the Buyer specifies ("Delivery Location") and in such event the Goods shall remain at the Seller's risk until the Goods arrival at the Delivery Location.

6. RESERVATION OF PROPERTY

6.1. Property in the Goods will not pass to the Buyer until such time as the Buyer shall have discharged in full all the obligations imposed on the Buyer by the Contract (including, in particular, payment of the full Contract price and all other sums due to the Seller under the clauses of the Contract) in cleared funds and paid all sums due to the Seller from the Buyer howsoever arising in cleared funds.

6.1.1. Until such time as the property in any Goods delivered to the Buyer shall pass the Buyer shall not without the written consent of the Seller store such Goods in such a manner that the Goods cease to be identifiable as the Goods of the Seller.

6.1.2. Use such Goods for any purposes whatsoever.

6.1.3. Deal in any way whatsoever with such Goods so as to create any right or interest in or over the same.

6.1.4. In the case of the Goods being delivered to the Buyer in any part of the United Kingdom shall not move the same outside the United Kingdom.

6.1.5. Remove, deface or obscure any identifying mark or packaging on or relating to the Goods.

and the Buyer shall:

6.1.6. Maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.

6.1.7. Notify the Seller immediately if it becomes subject to any of the events listed in clause 12.1; and

6.1.8. Give the Supplier such information relating to the Goods as the Supplier may require from time to time.

6.2. If the Seller terminates the Contract pursuant to clause 12 below the Buyer shall immediately return the Goods delivered to the Buyer pursuant to the Contract in which the property has not passed to the Buyer.

6.3. Without prejudice to clause 6.3 above if any sum is due from the Buyer to the Seller and unpaid then the Seller shall be entitled to require the return of any Goods delivered to the Buyer in which the property has not passed to the Buyer and shall be entitled to sell the same (whether or not the Goods have been redelivered by the Buyer) provided that the Seller shall only sell such Goods as are necessary to ensure that the sums then due from the Buyer to the Seller together with the cost of selling such Goods are satisfied from the sale price. If after such satisfaction a balance of the sale price remains this shall be paid to the Buyer.

6.4. In the event that the Seller gives its written consent to any Goods delivered by the Seller in which property has not passed to the Buyer being used in such a way that such Goods form part of, or become a constituent of a larger object or are mixed in any way whatsoever with other goods then so long as such Goods are delivered by the Seller can be removed and are capable of having a separate identity, property therein shall not pass to the Buyer and upon any sale which shall not be made without the consent of the Seller of the larger object or mixture the Buyer shall act as the agent of the

Seller in respect of such Goods delivered by the Seller and shall account to the Seller for that part of the sale price which is attributable to such Goods (which shall be the Contract price for such Goods).

6.5. Until property in the Goods passes to the Buyer the Goods shall be held by the Buyer in a fiduciary capacity for the Seller, and the Buyer shall notify the Seller of any intended dealings with or use of the same or any intended change in the storage thereof (which the Seller may prohibit at any time within 7 days of such notice).

6.6. A sale by the Buyer of any Goods delivered by the Seller in which the property has not passed to the Buyer shall not affect the sums due to the Seller from the Buyer save to the extent that the sale price is applied in discharging the liability to pay such sums.

6.7. If any Goods are delivered to the Buyer elsewhere than in the United Kingdom and the law of the country or jurisdiction in which they are delivered does not recognise the reservation of property by the Seller but under such law the Seller is entitled to reserve such other rights in the Goods to protect its position then the Seller shall be entitled to exercise such rights and the Buyer shall be bound to take all such steps as are necessary and requested by the Seller to ensure such rights can be exercised by the Seller.

6.8. Without limiting any other right or remedy the Seller may have, if the Buyer fails to deliver up the Goods when required to do so, the Seller may enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.

7. NOTIFICATION OF DEFECTS

7.1. Without prejudice to the rights and remedies of the Buyer under clause 8 below the Buyer shall not be entitled to refuse acceptance of any of the Goods by reason of a minor defect which does not prevent the use of the Good or Goods.

7.2. The Buyer shall inspect the Goods immediately on receipt thereof and shall within 14 days from the receipt of the Goods give written notice of any matter or thing by reason whereof it is alleged the Goods are not in accordance with the Contract save that any defect which could not reasonably be discovered by an inspection shall be notified in writing to the Seller within 14 days of the date on which it was discovered or ought reasonably to have been discovered if earlier.

7.3. If the Buyer fails to give written notice in accordance with clause 7.2 above then the Goods shall be deemed to be in all respects in accordance with the Contract and the Buyer shall be bound to accept and pay for the same accordingly.

7.4. Notice under this Clause must be given to the Seller and no agent or sales office of the Seller is authorised to receive such notice on behalf of the Seller.

8. LIABILITY OF SELLER IN RESEPECT OF DEFECTS

8.1. The liability of the Seller in respect of defects in the Goods (including the failure of the goods to fulfil the written warranties given by the Seller) shall be as provided in these Conditions which shall apply in place of and to the exclusion of any statutory or other rights or claims which would otherwise exist (save to the extent that such rights and claims cannot be excluded by agreement).

8.2. The Seller shall only be liable for any defects caused by reason of the use of defective materials or by reason of defective workmanship for which the Seller is responsible in respect of which notice has been given pursuant to clause 7 above and a claim made within the relevant guarantee period (as hereinafter defined).

8.3. The Seller shall not be liable for any defect caused by:

8.3.1. Unsuitable or improper use of Goods.

8.3.2. Incorrect assembly, installation or operation of the Goods by any person other than one acting on behalf of the Seller (including failure to comply with any instructions or directives given by the Seller in respect thereof);

8.3.3. Fair wear and tear.

8.3.4. Handling of the Goods without due care and attention by any person other than an agent or servant of the Seller.

8.3.5. By any materials, design, products, or information supplied by the Buyer or any person other than one acting on behalf of the Seller or by any steps requested by the Buyer or any person acting on behalf of the Buyer.

8.3.6. Corrosion (e.g. through halogens), chemical, electro-Chemical or electrical influences thereon;

8.3.7. The Buyer making any further use of the Goods after giving notice in accordance with clause 7.

8.3.8. If the Buyer intends to export or transfer the Goods to the Russian Federation or any country or territory against which the United Nations, the European Union (EU), the United States of America or the country in which the Seller has his principle place of business ("Seller's Country") has imposed or implemented an embargo or any other export or re-export restrictions or intends to use the Goods in such country or territory, the Buyer shall notify the Seller of the same in writing before the Contract between the Seller and the Buyer is entered into. If the Buyer adopts such an intention after the Contract

is entered into, such export, transfer or use shall be subject to the Seller's prior written approval. Notwithstanding anything to the foregoing, the Buyer represents and warrants that it will comply with all applicable export control regulations and with EU, UN and Seller's Country's export control regulations including embargoes and other sanctions. If the Goods is resold by the Buyer, the Buyer shall (i) enter into agreements to ensure that the obligations set forth in this clause are transferred through to the entire delivery chain and to the final customer ultimately holding the Goods, and (ii) reasonably monitor the compliance. In the event of a violation of the obligations set forth in this clause 8.3.8, the Seller shall be entitled to terminate the Contract with immediate effect and to claim damages and indemnification.

8.4. In respect of the Goods manufactured by someone other than the Seller the Buyer shall only have the same rights as against the Seller (save for such statutory rights as cannot be excluded by agreement) as the Seller has against the person from whom the Seller purchased the Goods and if such Goods shall have a defect the Seller shall assign such rights to the Buyer. The Buyer shall only be entitled to enforce its rights against the Seller under this clause if the Buyer shall first have enforced the assigned rights against the person from whom the Seller purchased the Goods by obtaining, if necessary, judgment and enforcing such judgment. The liability of the Seller shall be limited to the extent to which the person from whom the Seller purchased the Goods does not discharge the liability imposed by the agreement between that person and the Seller.

8.5. No liability shall arise in respect of any structural drawings or erection plans supplied by the Seller save that the Seller guarantees the accuracy of the measurements therein.

8.6. Following notification of the defect to the Seller a reasonable period shall be allowed by the Buyer to the Seller in which the Seller shall be given the opportunity to investigate the causes of the defect and to examine the defective part. And such inspection shall take place at the Seller's premises if the Seller so requires in which case the Buyer shall be responsible for delivering the defective part to such premises. If the Buyer fails to allow such an opportunity to the Seller, then the Seller shall cease to be liable in any way whatsoever for the defect.

8.7. The Seller shall be entitled at its option to repair or replace any defective part of the Goods for which the Seller is liable such option to be exercised after an investigation and examination pursuant to clause 8.6 above.

8.8. If the Seller shall exercise the option contained in clause 8.7 above in favour of repairing the defective part the Seller may require the Buyer to deliver the defective part to the Seller's works for repair.

8.9. In those cases where it is not practical to return the defective part to the Seller's works to be repaired the Seller shall send an engineer or engineers (as is appropriate in the circumstances) to repair the defective part but in such a case the Buyer shall be responsible:

8.9.1. for removing the Goods supplied by the Seller which requires repair from any vehicle, assembly, plant, or larger unit in which it has been installed so as to enable the same to be repaired.

8.9.2. Providing all such personnel (other than qualified engineers) and equipment as shall be required to assist to carry out the repairs; and

8.9.3. If the repairs shall be carried out at a place outside the United Kingdom for the living and travel expenses outside the United Kingdom of the engineer or engineers sent by the Seller.

8.10. The Seller's liability for any defective part shall cease if:

8.10.1. The Buyer shall not have paid in full all invoices for Goods supplied by the Seller.

8.10.2. The Buyer shall be in breach of any obligation owed to the Seller under the Contract or otherwise.

8.10.3. The Seller's representatives are denied full and free right of access to the defective Goods.

8.10.4. The Buyer permits persons other than the Seller or those approved or authorised by the Seller to effect any replacement of parts or repairs to the Goods;

8.10.5. The Buyer has not properly maintained the Goods in accordance with instructions, pamphlets or directions given or issued by the Seller from time to time.

8.10.6. The Buyer uses any spare parts or replacements not manufactured by or on behalf of the Seller and supplied by it or fails to follow the Seller's instructions for the use of same.

8.10.7. The Goods differ from their description, or any specification provided by the Buyer as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

8.11. The Buyer shall be entitled to have repairs or adjustments carried out by persons other than those authorised by the Seller to Goods supplied by the Seller if such repairs or adjustments shall be required urgently to ensure the safety of the persons using the Goods. The Seller shall not be liable for any defect in the Goods resulting from such repairs or adjustments carried out by such third parties.

8.12. In the event that the Seller shall fail to repair or replace any defective Goods supplied by the Seller within a reasonable period from notification by

the Buyer of the defect then the Buyer may serve notice on the Seller requiring the replacement or repair of the defective Good within a specified time (which time shall be a reasonable period) and if the Seller fails to comply with such notice the Buyer may have the replacement or repair carried out by some other person and shall be entitled to recover the cost thereof from the Seller subject to the deduction therefrom of any amount attributable to a matter for which the Buyer is responsible under clause 8.9 above.

8.13. The Seller will be responsible for any Goods or part thereof repaired or replaced by it pursuant to this Clause in the same way as if those Goods or part had been originally delivered in such a state to the Buyer save that the warranty period provided for in clause 9 in respect thereof shall run from the date of the original delivery of the repaired or replaced Goods and not from the date of replacement or repair but the duration of the warranty period will be extended by the time that it took for the Goods to be repaired or replaced. These Conditions shall apply to any repaired or replacement Goods supplied by the Seller.

8.14. To determining the performance and qualities of the Goods sold by the Seller the results obtained from tests carried out on the Seller's test equipment shall be conclusive and binding on the Buyer.

8.15. Except as provided for in clause 8, the Seller shall have no liability to the Buyer in respect of the Goods' failure to comply with the warranty set out in clause 9.

9. WARRANTY

9.1. Subject to the following provisions, the Seller warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for the specified warranty period and subject to restrictions detailed in the order confirmation, beginning on the earlier of:

9.1.1. The date of dispatch by the Seller; or

9.1.2. The date of the invoice to the Buyer.

9.2. The warranty period will be 12 months unless otherwise detailed in the order confirmation or agreed by the Seller in writing.

9.3. The above warranty is given by the Seller subject to the following provisions:

9.3.1. The Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions, misuse or alteration or repair of the Goods without the Seller's approval.

9.3.2. The Seller shall be under no liability under the above warranty if the total price for the Goods has not been paid by the due date for payment.

9.3.3. The above warranty does not extend to parts, materials or equipment not manufactured by the Seller in respect of which the Buyer shall only be entitled to the benefit of any such warranty as is given by the manufacturer to the Seller.

9.3.4. The Seller shall be under no liability where any defect arises due to the Goods differing from their description or any specification provided by the Buyer as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

9.4. The Seller shall be under no liability where the Buyer makes any further use of the Goods after giving notice in accordance with clause 7. The foregoing warranties are in lieu of all other expressed and implied warranties (except title), including without limitation the implied warranties of satisfactory quality and fitness for a particular purpose.

9.5. Seller's liability with respect to breaches of warranty shall be limited as provided in the warranty section above. The parties agree that the remedies provided in the warranty clause above constitute fair and adequate remedies in light of the commercial expectations of the parties and the risks between them.

10. SPARE PARTS AND USED MACHINERY

10.1. The sale of spare parts shall be governed by these Clauses save that the guarantee period shall be (subject to clause 8.13 above) 6 months from the date of the passing of risk therein to the Buyer.

10.2. The guarantee period for used machinery of any nature shall be 6 months from the date of delivery of same and in respect of the conversion of machinery manufactured by someone other than the Seller the guarantee period shall be 6 months from the completion of the conversion and the Seller shall only be liable for the parts supplied by the Seller in carrying out such conversion.

11. BUYER'S RIGHTS TO TERMINATE CONTRACT

11.1. The Buyer shall be entitled to terminate the Contract upon the giving of 28 days' written notice to the Seller in the following circumstances only:

11.1.1. If the Contract has become incapable of performance due to an act or omission of the Seller but if notwithstanding this the Seller is able to partially perform the Contract, then the Buyer shall only be entitled to terminate the Contract if such partial performance is of no benefit to the Buyer.

11.1.2. If clause 4.6 above applies.

11.1.3. If there is a defect in any Goods delivered which is not capable of being repaired or replaced or the Seller fails to repair or replace any defective Goods after the Buyer has given notice under clause 8.12 within the time therein specified and the cost to the Buyer repairing or replacing such defective Goods is out of proportion to the benefit thereby gained by the Buyer.

11.2. The exercise by the Buyer of the right to terminate the Contract shall be in lieu of and exclude any further or other rights, claims or remedies against the Seller (including any claim for compensation or the reduction of the purchase price) save that the Buyer shall be entitled to recover from the Seller any payments made prior to the termination insofar as the payments do not relate to any Goods retained by the Buyer or any other benefit provided by the Seller pursuant to the Contract. Such payments shall be recovered in the currency in which they were made.

11.3. Upon termination of the Contract pursuant to this Clause the Buyer shall be required to return to the Seller any Goods previously delivered under the Contract or to pay the Seller for any retained.

12. SELLER'S RIGHT TO TERMINATE CONTRACT

12.1. The Seller shall be entitled to terminate the Contract and any other contract between the Buyer and the Seller without incurring liability to the Buyer upon the giving of 28 days' notice to the Buyer if the Buyer shall make default in or commit any breach of its obligations under the Contract.

12.2. If the Buyer becomes subject to any of the events in clause 12.2 ("Insolvency Event"), or the Seller reasonably believes that the Buyer is about to become subject to any of them and notifies the Buyer accordingly, then, without limiting any other right or remedy available to the Seller, the Seller may cancel or suspend all further deliveries under the Contract or under any other contract between the Buyer and the Seller without incurring any liability to the Buyer, and all outstanding sums in respect of Goods delivered to the Buyer shall immediately become due where:

12.2.1. Any distress or execution shall be levied upon the Buyer its property or assets.

12.2.2. The Buyer shall make or offer to make any arrangements or composition with creditors or commit any act of bankruptcy, or if any petition or receiving order in bankruptcy shall be presented or made against him, or if the Buyer shall be a limited company and any resolution or petition to wind up such company's business shall be passed or presented otherwise than for reconstruction or amalgamation or if a receiver of such company's undertaking, property or assets or any part thereof shall be appointed.

12.2.3. The financial position of the Buyer is or becomes such that the Seller reasonably believes there is a risk that the Buyer will default in the performance of its obligations under the Contract.

12.3. The termination of the Contract pursuant to this Clause shall be without prejudice to any claim or right against the Buyer if the termination shall be due to any default or breach by the Buyer then the Buyer shall remain liable to pay the full Contract price.

12.4. Instead of terminating the Contract by reason of any default or breach on the part of the Buyer or where the Buyer becomes, or the Seller reasonably believes the Buyer is about to become subject to any of the Insolvency Events in 12.2, the Seller may treat its obligations hereunder (including its obligations to deliver Goods) as being suspended until such time as the default or breach is made good by the Buyer or the Insolvency Event has ceased. Any exercise of this right shall be without prejudice to the right of the Seller to subsequently terminate the Contract.

12.5. The right of termination herein contained, and its exercise shall not affect or prejudice the operation of clause 6 above.

13. FORCE MAJEURE

13.1 In the event of war, invasion, act of foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, revolution, cyberattacks, insurrection, epidemics, pandemics, nuclear/reactor accidents, embargo/sanctions or similar restrictions, labour disputes shortage of raw materials, materials, components and means of transport, military or usurped power or any occurrence outside the control of the Seller which so alters the financial position of the Seller that it cannot reasonably continue with the Contract or any occurrence outside the control of the Seller makes it impossible for the Contract to be fully performed by both parties then the Seller shall (subject to clause 4.5) above be relieved of all liabilities and obligations incurred under this Contract of whatsoever nature and to the extent to which the fulfilment of such obligations is prevented, frustrated or impeded as a consequence of any such event or by any statute, rules, regulations, orders or requisitions issued by any government, department, council or other duly constituted authority or from strikes, lock outs, breakdown of plant or any other causes (whether or not of a like nature) beyond the Seller's control.

13.2 If circumstances which became the basis of the Contract have significantly changed since the Contract was entered into and if the parties would not have entered into the Contract or would have entered into it with

different contents if they had foreseen this change, adaptation of the Contract may be demanded to the extent that, taking account of all the circumstances of the specific case, in particular the contractual or statutory distribution of risk, one of the parties cannot reasonably be expected to uphold the Contract without alteration.

13.3 It is equivalent to a change of circumstances if material conceptions that have become the basis of the Contract are found to be incorrect.

13.4 If adaptation of the Contract is not possible or one party cannot reasonably be expected to accept it, the disadvantaged party may terminate the Contract in writing with immediate effect.

13.5 In case of any changes in applicable export clearance requirements or new export clearance regulations shall come into force since the date of the conclusion of the Contract with the effect of an increase of costs or expenses, the Buyer shall be obliged to bear such additional costs and expenses.

14. LIMITATION OF LIABILITY

14.1. The rights and remedies expressly conferred on the Buyer under the terms of this Contract shall (so far as is permitted) be in lieu of and exclude any other rights, claims and remedies of whatsoever nature against the Seller or any servant or agent of the Seller.

14.2. Except in respect of death or personal injury caused by the Seller's negligence the Seller shall not be liable to the Buyer for 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, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims of compensation whatsoever (whether caused by the negligence of the Seller, its employees agents or otherwise) which arise out of or in connection with the supply of the Goods (including any delay in supplying or any failure to supply the Goods in accordance with the Contract at all) or their use or resale by the Buyer and the entire liability of the Seller under or in connection with the Contract shall not exceed the price of the Goods except as previously provided in these Conditions.

15. GENERAL PROVISIONS

15.1. 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. The Uniform Law on the Formation of Contracts for the International Sale of Goods shall not be applicable in this context.

15.2. The Buyer shall not without the written consent of the Seller assign its rights or the benefit of the Contract to any other person.

15.3. If any court or competent authority finds that any clause of the Contract (or part of any clause) is invalid, illegal, or unenforceable, that clause or part-clause shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other clauses of the Contract shall not be affected. If any invalid, unenforceable or illegal clause of the Contract would be valid, enforceable, and legal if some part of it were deleted, the clause shall apply with the minimum modification necessary to make it legal, valid, and enforceable.

15.4. The instructions and directions concerning the erection or installation of Goods delivered by the Seller contained in the Directives for Erection and Installation Work of the Seller or the Manufacturer of those Goods if not the Seller shall apply and be treated as terms of the Contract as if the same were expressly incorporated herein.

15.5. All rights and remedies relating to Goods sold by the Seller to the Buyer shall be governed by these Conditions and in particular clauses 7 to 12.

15.6. The Buyer shall indemnify the Seller against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Seller in connection with any claim made against the Seller for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Seller's use of any specification provided by the Buyer. The Clause shall survive termination of the Contract.

15.7. Any notice required to be given pursuant to the Contract shall be in writing and shall be delivered personally, or by commercial courier, or by prepaid post (by airmail post if to be an address outside the country of posting) to the relevant party at its registered office (if it is a company) or its principal place of business (in any other case) or any other address as either party notifies to the other from time to time. Any notice given according to the above procedure shall be deemed to have been given at the time of delivery (if delivered by hand), on the date and at the time of signature of the courier's delivery receipt (if sent by commercial courier), or 5 business days after posting (if sent by prepaid post).

15.8. 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.

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

15.10. The Buyer acknowledges that save for any intellectual property rights of the Buyer in any specification provided by the Buyer to the Seller, the Seller is the legal and beneficial owner (or licensee) of the intellectual property rights in the Goods and that no rights are granted to the Buyer in respect of the Goods other than for the use of the Goods in accordance with these Conditions.