

GLENFIELD INVICTA LIMITED TERMS AND CONDITIONS OF SALE

1.0 Interpretation

1.1 In these Conditions:

The "**BUYER**" means the person who accepts a quotation of the Company for the sale and/or installation of the Goods, or whose order for the Goods is accepted by the Company.

The "**GOODS**" means the goods (including any instalment of the goods or any parts for them) which the Company is to supply and/or install in accordance with these Conditions.

The "**COMPANY**" means GLENFIELD INVICTA LIMITED (registered in Scotland under number SC220455).

The "**CONDITIONS**" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the **Buyer** and the **Company**.

The "**CONTRACT**" means the contract for the purchase and sale of the **Goods**.

The "**WRITING**" includes telex, cable, facsimile transmission and comparable means of communication.

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

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

2.0 Basis of the sale:

2.1 The **Company** shall sell and /or install and the **Buyer** shall purchase the **Goods** in accordance with any written quotation of the **Company** which is accepted by the **Buyer**, or any written order of the **Buyer** which is accepted by the **Company**, subject in either case to these **Conditions**, which shall govern the **Contract** to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the **Buyer**.

2.2 No variation to these **Conditions** shall be binding unless agreed in **Writing** between the authorised representatives of the **Buyer** and the **Company**.

2.3 The **Company's** employees or agents are not authorised to make any representations concerning the **Goods** unless confirmed by the **Company** in **Writing**. In entering into the **Contract**, the **Buyer** acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

2.4 Any advice or recommendation given by the **Company** or its employees or agents to the **Buyer** or its employees or agents as to the storage, application or use of the **Goods** which is not confirmed in **Writing** by the **Company** is followed or acted upon entirely at the **Buyer's** own risk, and the **Company** shall not be liable for any such advice or recommendation which is not so confirmed.

2.5 Any typographical, clerical or other error or omission in any sales literature, quotation, pricelist, acceptance of offer, invoice or other document or information issued by the **Company** shall be subject to correction without any liability on the part of the **Company**.

3.0 Orders and specifications

3.1 No order submitted by the **Buyer** shall be deemed to be accepted by the **Company** unless and until confirmed in **Writing** by the **Company's** authorised representative.

3.2 The **Buyer** shall be responsible to the **Company** for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the **Buyer**, and forgiving the **Company** any necessary information relating to the **Goods** within a sufficient time to enable the **Company** to perform the **Contract** in accordance with its terms.

3.3 The quantity, quality and description of and any specification for the **Goods** shall be those set out in the **Company's** quotation (if accepted by the **Buyer**) or the **Buyer's** order (if accepted by the **Company**).

3.4 If the **Goods** are to be manufactured or any process is to be applied to the **Goods** by the **Company** in accordance with the **Buyer's** specification, the **Buyer** shall indemnify the **Company** against all loss, damages, costs and expenses awarded against or incurred by the **Company** in connection with or paid or agreed to be paid by the **Company** in settlement of any claim for infringement of any patent, copyright, design, trademark or other industrial or intellectual property rights of any other person which results from the **Company's** use of the **Buyer's** specification.

3.5 The **Company** reserves the right to make any changes in the specification of the **Goods** which are required to conform with any applicable safety or other statutory requirements or, where the **Goods** are to be supplied to the **Company's** specification, which do not materially affect their quality or performance.

3.6 No order which has been accepted by the **Company** may be cancelled by the **Buyer** except with the agreement in **Writing** of the **Company** and on terms that the **Buyer** will fully indemnify the **Company** against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the **Company** as a result of cancellation.

4.0 Price of the goods

4.1 The price of the **Goods** shall be the price specified by the **Company** in its quotation or in the **Company's** written acceptance of the **Buyer's** order.

4.1 The **Company** reserves the right, by giving notice to the **Buyer** at any time before delivery, to increase the price of the **Goods** to reflect any increase in the cost to the **Company** which is due to any factor beyond its control (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the **Goods** which is requested by the **Buyer**, or any delay caused by any instructions of the **Buyer** or failure of the **Buyer** to give the **Company** adequate information or instructions.

4.2 Except as otherwise stated under the terms of any quotation or in any price list of the **Company**, and unless otherwise agreed in **Writing** between the **Buyer** and the **Company**, all prices are given by the **Company** on an ex-works basis, and where the **Company** agrees to deliver the **Goods** otherwise than at the **Company's** premises, the **Buyer** shall be liable to pay the **Company's** charges for transport, packaging and insurance.

4.3 The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the **Company**.

4.4 The cost of pallets and returnable containers will be charged to the **Buyer** in addition to the price of the **Goods**, but full credit will be given to the **Buyer** provided they are returned undamaged to the **Company** before the due payment date.

5.0 Terms of payment

5.1 Subject to any special terms agreed in **Writing** between the **Buyer** and the **Company**, the **Company** shall be entitled to invoice the **Buyer** for the price of the **Goods** on or at any time after delivery of the **Goods**, unless the **Goods** are to be collected by the **Buyer** or the **Buyer** wrongfully fails to take delivery of the **Goods**, in which event the **Company** shall be entitled to invoice the **Buyer** for the price at any time after the **Company** has notified the **Buyer** that the **Goods** are ready for collection or (as the case maybe) the **Company** has tendered delivery of the **Goods**.

5.2 The **Buyer** shall pay the price of the **Goods** (less any discount to which the **Buyer** is entitled, but without any other deduction) within 30 days of the date of the **Company's** invoice, notwithstanding that delivery may not have taken place and the property in the **Goods** has not passed to the **Buyer**. The time of payment of the price shall be of the essence of the **Contract**. Receipts for payment will be issued only upon request.

5.3

5.3.1 If the **Buyer** fails to make any payment on the due date then, without prejudice to any other right or remedy available to the **Company**, the **Company** shall be entitled to cancel the **Contract** or suspend any further deliveries to the **Buyer**;

5.3.2 appropriate any payment made by the **Buyer** to such of the **Goods** (or the **Goods** supplied under any other **Contract** between the **Buyer** and the **Company**) as the **Company** may think fit (not withstanding any purported appropriation by the **Buyer**)

5.3.3 charge the **Buyer** interest (both before and after any judgment) on the amount unpaid, at the rate of two percent per annum above Barclays Bank base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

6.0 Delivery

6.1 Delivery of the **Goods** shall be made by the **Buyer** collecting the **Goods** at the **Company's** premises at any time after the **Company** has notified the **Buyer** that the **Goods** are ready for collection or, if some other place for delivery is agreed by the **Company**, by the **Company** delivering the **Goods** to that place.

6.2 Any dates quoted for delivery of the **Goods** are approximate only and the **Company** shall not be liable for any delay in delivery of the **Goods** howsoever caused. Time for delivery shall not be of the

essence unless previously agreed by the **Company** in writing. The **Goods** may be delivered by the **Company** in advance of the quoted delivery date upon reasonable notice to the **Buyer**.

6.3 Where the **Goods** are to be delivered in instalments, each delivery shall constitute a separate **Contract** and failure by the **Company** to deliver any one or more of the instalments in accordance with these **Conditions** or any claim by the **Buyer** in respect of any one or more instalments shall not entitle the **Buyer** to treat the **Contract** as whole as repudiated.

6.4 If the **Company** fails to deliver the **Goods** for any reason other than any cause beyond the **Company's** reasonable control or the **Buyer's** fault, and the **Company** is accordingly liable to the **Buyer**, the **Company's** liability shall be limited to the excess (if any) of the cost to the **Buyer** (in the cheapest available market) of similar **Goods** to replace those not delivered over the price of the **Goods**.

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

6.5.1 store the **Goods** until actual delivery and charge the **Buyer** for the reasonable costs (including insurance) of storage; or

6.5.2 sell the **Goods** at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the **Buyer** for the excess over the price under the **Contract** or charge the **Buyer** for any short fall below the price under the **Contract**.

7.0 Risk and property

7.1 Risk of damage to or loss of the **Goods** shall pass to the **Buyer**:

7.1.1 in the case of **Goods** to be delivered at the **Company's** premises, at the time when the **Company** notifies the **Buyer** that the **Goods** are available for collection; or

7.1.2 in the case of **Goods** to be delivered elsewhere at the time of delivery or, if the **Buyer** wrongfully fails to take delivery of the **Goods**, the time when the **Company** has tendered delivery of the **Goods**.

7.2 Notwithstanding delivery and the passing of risk in the **Goods**, or any other provision of these **Conditions**, the property in the **Goods** shall not pass to the **Buyer** until the **Company** has received in cash or cleared funds payment in full of the price of the **Goods** and all other goods agreed to be sold by the **Company** to the **Buyer** for which payment is then due.

7.3 Until such time as the property in the **Goods** passes to the **Buyer**, the **Buyer** shall hold the **Goods** as the **Company's** fiduciary agent and Bailee, and shall keep the **Goods** separate from those of the **Buyer** and third parties and properly stored, protected and insured and identified as the **Company's** property. Until that time the **Buyer** shall be entitled to resell or use the **Goods** in the ordinary course of its business, but shall account to the **Company** for the proceeds of sale or otherwise of the **Goods**, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

7.4 Until such time as the property in the **Goods** passes to the **Buyer** (and provided the **Goods** are still in existence and have not been resold), the **Company** shall be entitled at any time to require the **Buyer** to deliver up the **Goods** to the **Company** and, if the **Buyer** fails to do so forth with, to enter upon any premises of the buyer or any third party where the **Goods** are stored and repossess the **Goods**.

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

8.0 Warranties and liability

8.1 Subject to the conditions set out below the **Company** 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 a period of 12 months from delivery.

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

8.2.1 the **Company** shall be under no liability in respect of any defect in the **Goods** arising from any drawing, design or specification supplied by the Buyer;

8.2.2 the **Company** shall be under no liability in respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow the **Company's** instructions (whether oral or in writing), misuse or alteration or repair of the **Goods** without the **Company's** approval;

8.2.3 the **Company** shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the **Goods** has not been paid by the due date for payment;

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

8.3 Subject as expressly provided in these **Conditions**, and except where the **Goods** are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

8.4 Where the **Goods** are sold under a consumer transaction (as defined by the Sale of Goods Act 1979) the statutory rights of the **Buyer** are not affected by these **Conditions**.

8.5 Any claim by the **Buyer** which is based on any defect in the quality or condition of the **Goods** or their failure to correspond with specification shall (whether or not delivery is refused by the **Buyer**) be notified to the **Company** within 5 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the **Buyer** does not notify the **Company** accordingly, the **Buyer** shall not be entitled to reject the **Goods** and the **Company** shall have no liability for such

defect or failure, and the **Buyer** shall be bound to pay the price as if the **Goods** had been delivered in accordance with the **Contract**.

8.6 Where any valid claim in respect of any of the **Goods** which is based on any defect in the quality or condition of the **Goods** or their failure to meet specification is notified to the **Company** in accordance with these **Conditions**, the **Company** shall be entitled to replace the **Goods** (or the part in question) free of charge or, at the **Company's** sole discretion, refund to the **Buyer** the price of the **Goods** (or a proportionate part of the price), but the **Company** shall have no further liability to the Buyer.

8.7 Except in respect of death or personal injury caused by the **Company's** negligence, the **Company** shall not be liable to the **Buyer** by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the **Contract**, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the **Company**, its employees or agents or otherwise) which arise out of or in connection with the supply of the **Goods** or their use or resale by the **Buyer**, except as expressly provided in these **Conditions**.

9. Force majeure

The **Company** shall not be liable to the **Buyer** or be deemed to be in breach of the **Contract** by reason of any delay in performing, or any failure to perform, any of the **Company's** obligations in relation to the **Goods**, if the delay or failure was due to any cause beyond the **Company's** reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the **Company's** reasonable control:

9.1 Act of God, explosion, flood, tempest, fire or accident;

9.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

9.3 acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part on any governmental, parliamentary or local authority;

9.4 import or export regulations or embargoes;

9.5 strikes, lockouts or other industrial actions or trade disputes (whether involving employees of the **Company** or of a third party);

9.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;

9.7 power failure or breakdown in machinery.

10. Indemnity

10.1 If any claim is made against the **Buyer** that the **Goods** infringe or that their use or resale infringes the patent, copyright, design, trademark or other industrial or intellectual property rights of any other person, the **Company** shall indemnify the **Buyer** against all loss, damages, costs and expenses awarded against or incurred by the **Buyer** in connection with the claim, or paid or agreed

to be paid by the **Buyer** in settlement of the claim, provided that the **Company** is given full control of any proceeding or negotiations in connection with any such claim;

10.1.2. the **Buyer** shall give the **Company** all reasonable assistance for the purposes of any such proceedings or negotiations;

10.1.3 except pursuant to a final award, the **Buyer** shall not pay or accept any such claim, or compromise any such proceedings without the consent of the **Company** (which shall not be unreasonably withheld);

10.1.4 The **Buyer** shall do nothing which would or might vitiate any policy of insurance or insurance cover which the **Buyer** may have in relation to such infringement, and this indemnity shall not apply to the extent that the **Buyer** recovers any sums under any such policy or cover (which the **Buyer** shall use its best endeavours to do);

10.1.5 the **Company** shall be entitled to the benefit of, and the **Buyer** shall accordingly account to the **Company** for, all damages and costs (if any) awarded in favour of the **Buyer** which are payable by or agreed with the consent of the **Buyer** (which consent shall not be unreasonably withheld) to be paid by any other party in respect of any such claim; and

10.1.6 Without prejudice to any duty of the **Buyer** at common law, the **Company** shall be entitled to require the **Buyer** to take such steps as the **Company** may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which the **Company** is liable to indemnify the **Buyer** under this clause.

11.0 Insolvency of buyer

11.1 This clause applies if:

11.1.1 the **Buyer** makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

11.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the **Buyer**; or

11.1.3 the **Buyer** ceases, or threatens to cease, to carry on business; or

11.1.4 the **Company** reasonably apprehends that any of the events mentioned above is about to occur in relation to the **Buyer** and notifies the **Buyer** accordingly

11.2 If this clause applies then, without prejudice to any other right or remedy available to the **Company**, the **Company** shall be entitled to cancel the **Contract** or suspend any further deliveries under the **Contract** without any liability to the **Buyer**, and if the **Goods** have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

12.0 Export terms

12.1 In these **Conditions** "**Incoterms**" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the **Contract** is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of **Incoterms** shall have the same meaning in these **Conditions**, but if there is any conflict between the provisions of **Incoterms** and these **Conditions**, the latter shall prevail.

12.2 Where the **Goods** are supplied for export from the United Kingdom, the provisions of this clause 12 shall (subject to any special terms agreed in writing between the **Buyer** and the **Company**) apply notwithstanding any other provision of these **Conditions**.

12.3 The **Buyer** shall be responsible for complying with any legislation or regulations governing the importation of the **Goods** into the country of destination and for the payment of any duties there on.

12.4 Unless otherwise agreed in **Writing** between the **Buyer** and the **Company**, the **Goods** shall be delivered FOB the air or seaport of shipment and the **Company** shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.

12.5 The **Buyer** shall be responsible for arranging for testing and inspection of the **Goods** at the **Company's** premises before shipment. The **Company** shall have no liability for any claim in respect of any defect in the **Goods** which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit.

12.6 Payment of all amounts due to the **Company** shall be made by irrevocable letter of credit opened by the **Buyer** in favour of the **Company** and confirmed by a bank acceptable to the **Company** or, if the **Company** has agreed in **Writing** on or before acceptance of the **Buyer's** order to waive this requirement, by acceptance by the **Buyer** and delivery to the **Company** of a bill of exchange drawn on the buyer payable 60 days after sight to the order of the **Company** at such branch of Barclays Bank in England as maybe specified in the bill of exchange.

12.7 The **Buyer** undertakes not to offer the **Goods** for resale in any country notified by a Government order prohibiting such sales at or before the time the **Buyer's** order is placed, or to sell the **Goods** to any person if the **Buyer** knows or has reason to believe that that person intends to resell the **Goods** in any such countries.

13.0 General

13.1 Any notice required or permitted to be given by either party to the other under these **Conditions** shall be in **Writing** addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

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

13.3 If any provision of these **Conditions** is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these **Conditions** and the remainder of the provision in question shall not be affected thereby.

13.4 The **Contract** shall be governed by the laws of England.

Date of Issue: January 2020