

PRITEX LIMITED – TERMS AND CONDITIONS OF SALE

1. Interpretation

1.1 In these terms and conditions of sale ("Conditions"):-

"Buyer" means the person whose order for the goods is accepted by Seller.

"Contract" means the contract for the sale and purchase of the Goods.

"Goods" means the goods (including any instalment of the goods or any part of them) which Seller is to supply in accordance with these Conditions. References to the Goods include materials of Buyer once processed by Seller and all product packaging.

"Seller" means Pritex Limited (CRN 00618659) whose registered office is at Saint-Gobain House, East Leake, Loughborough, Leicestershire LE12 6JU and whose principal place of business is Lillebonne Way, Wellington, Somerset, TA21 8FQ.

"Specification" means the specification of the Goods agreed by Seller in writing.

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. Basis of the Sale

2.1 Seller shall sell and Buyer shall purchase the Goods in accordance with any written order of Buyer which is accepted by Seller subject to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such order is made or purported to be made by Buyer.

2.2 Quotations issued to Buyer by Seller may be withdrawn or varied at any time and unless otherwise specified shall be automatically withdrawn after thirty (30) days. No binding contract shall in any event arise until Buyer's written order has been accepted by Seller and confirmed in writing by Seller's authorised representative. Possession of a price list does not constitute an offer to sell.

2.3 No variation of these Conditions shall be binding unless agreed in writing by an authorised officer of Seller.

2.4 Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by Seller in writing for valuable consideration.

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

3. Orders and Specifications

3.1 Buyer shall be responsible to Seller for ensuring the accuracy of the terms of any order including any requested specification submitted by Buyer and for giving Seller any necessary information relating to the Goods within a sufficient time to enable Seller to perform the Contract in accordance with its terms.

3.2 Subject to Condition 3.3, the quantity and type of the Goods shall be those set out in Buyer's order (if accepted by Seller).

3.3 Seller reserves the right to over-ship any order for non-standard Goods to the extent of [5]% maximum of the quantity of Goods ordered.

3.4 No order which has been accepted by Seller may be cancelled by Buyer (unless Seller is itself in breach of contract) except with the agreement in writing of Seller and on terms that Buyer shall indemnify Seller in full against all loss, costs,

damages, charges and expenses incurred by Seller as a result of cancellation.

3.5 Seller reserves the right to discontinue the manufacture or sale of any Goods at any time or to alter, modify or redesign its Goods.

3.6 Orders for standard products may only be revised or cancelled by Buyer prior to the date of loading at the place of shipment, and only with Seller's prior consent. Orders for non-standard or custom products may only be revised or cancelled by Buyer prior to the commencement of production, and only with Seller's prior consent. Any product which Seller has the capability of producing but does not inventory, or does not have the capability of producing is considered a non-standard or custom product.]

3.7 In the event that Buyer orders any Goods by telephone, any subsequent written order received from Buyer will be deemed to be a confirmation of the order given on the telephone if and only if the written order is (i) marked with Seller's reference number given to Buyer on the telephone and (ii) marked 'Confirmation Only'. Any written order not so marked will be deemed to be a further order from Buyer and may be accepted accordingly.

4. Price of the Goods

4.1 The price of the Goods shall be Seller's price prevailing at the date of delivery of the Goods.

4.2 Prices listed or quoted are based on costs prevailing at the time when they are given or agreed. Seller shall be entitled to adjust the price of the Goods as at the time of delivery by such amount as may be necessary to cover any increased costs and/or duties (direct or indirect) sustained by Seller after the date of acceptance of Buyer's order in connection with making, obtaining, handling, and/or supplying the Goods or otherwise resulting due to any change in delivery dates, quantities or specifications for the Goods requested by Buyer, or from any delay caused by instructions of Buyer or failure of Buyer to give Seller accurate information or instructions.

4.3 Should any governmental action or request prevent Seller from implementing any price or continuing any price already in effect, Seller may at its option cancel Buyer's order or any part thereof without liability to Buyer.

4.4 Unless otherwise agreed in writing between Buyer and Seller all prices are given by Seller on an ex works basis and where Seller agrees to deliver the Goods otherwise than at Seller's premises Buyer shall be liable to pay Seller's charges for transport, loading, unloading, packaging and insurance. Packaging is included in the price and is not returnable unless otherwise stated on Seller's order confirmation.

4.5 The price is exclusive of any applicable value added tax or any other tax arising from the sale, conversion or use of the Goods, which Buyer shall be additionally liable to pay to Seller.

5. Payment Terms

5.1 Seller shall be entitled to invoice Buyer for the Goods on or at any time after delivery of the Goods unless the Goods are to be collected by Buyer or Buyer wrongfully fails to take delivery of the Goods, in which event Seller shall be entitled to invoice Buyer for Goods at any time after Seller has notified Buyer that the Goods are ready for collection or, as the case may be, Seller has tendered delivery of the Goods.

5.2 Subject to Condition 12.2, Buyer shall pay all invoices for the Goods in full within thirty (30) days from the end of month in which the invoice was dated. The time of payment shall be of the essence of the Contract.

5.3 If Buyer fails to make any payment on the due date then, without prejudice to any right or remedy available to Seller, Seller shall be entitled to:-

(1) terminate the Contract or suspend any further deliveries to Buyer;

(2) appropriate any payment made by Buyer to such of the Goods (or the goods supplied under any other contract between Buyer and Seller) as Seller may think fit (notwithstanding any purported appropriation by Buyer); and

(3) charge Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of four (4) per cent per annum over the base rate for the time being of the Bank of England (such interest being deemed to accrue from day to day and being compounded on the last day of each calendar month) until payment is made in full.

5.4 Buyer may not withhold payment or make any set-off on any account (other than any admitted credit or overpayment or any prompt payment discount to which Buyer is entitled).

5.5 All sums due to Seller shall be paid in the currency stated on Seller's quotation or (in the absence of a quotation) Seller's invoice. Where prices are quoted in currencies other than sterling, Buyer shall compensate Seller for any currency losses suffered by Seller as a result of Buyer's failure to pay for the Goods on or before the due date.

5.6 Buyer credit approval is required prior to any delivery or shipment. If Seller determines at any time that Buyer's financial condition does not justify the extension of credit to Buyer, then Seller may at its option require cash payments in advance or other satisfactory security prior to delivery or shipment.

5.7 Queries or inaccuracies regarding an invoice will only be entertained if Buyer has given Seller written notice of such queries or inaccuracies within 14 days of the invoice date.

6. Delivery and returned Goods

6.1 Delivery of the Goods shall be made by Buyer collecting the Goods at Seller's premises at any time after Seller has notified Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by Seller, by Seller delivering the Goods to that place. If the Goods are to be delivered away from Seller's premises Seller shall have the option at the risk and expense of Buyer to nominate the method and route and Buyer shall have full responsibility for any loss or damage caused to the Goods once they have left Seller's premises.

6.2 Delivery dates are based on the best judgement of Seller at the time the quotation is given. Any changes in factory schedules by the time the order is received, any requests from Buyer for changes, revisions and/or approvals of/to the Specification(s) or drawings, or any other cause outside the reasonable control of Seller (including but not limited to industrial disputes) may alter the quoted delivery time, which may be extended by a reasonable period of time.

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

6.4 For orders with indefinite delivery dates, Seller shall have the right to manufacture or procure the Goods covered thereby and hold such Goods for Buyer's account pending receipt of definite delivery or shipping instructions (as the case may be). Except as expressly provided otherwise herein, Buyer agrees to purchase and pay for all Goods ordered.

6.5 Seller shall be entitled to defer delivery of any Goods until any overdue payments due from Buyer have been received.

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

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

(2) sell the Goods on the open market and (after deducting all reasonable storage and selling expenses) account to Buyer for

the excess over the price under the Contract or charge Buyer for any shortfall below the price under the Contract.

6.7 Buyer's receipt (or the recipient of the carrier appointed to deliver the Goods) shall be conclusive evidence of delivery.

6.8 Buyer shall examine the Goods as soon as reasonably practicable after delivery (and in any event within 48 hours of delivery) and Buyer shall immediately notify Seller of any incomplete or failed delivery or loss or damage during carriage.

6.9 Goods may only be returned with the prior approval of Seller. Goods returned without such approval will not be accepted and such approval may be conditioned upon Buyer paying a restocking charge of up to 25% and freight costs of returned material (if Seller has agreed to arrange shipping) and out-freight (if applicable). All returned Goods must arrive at the point of return designated by Seller in saleable condition, as determined by Seller's Quality Control Department before any credit will be issued.

7. Inspection

7.1 Buyer shall be responsible for arranging for testing and inspection of the Goods at Seller's premises before shipment. Seller 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.]

8. Risk and Property

8.1 Risk of damage to or loss of the Goods shall pass to Buyer:-

(1) in the case of Goods to be delivered at Seller's premises, at the time when Seller notifies Buyer that the Goods are available for collection; or

(2) in the case of Goods to be delivered otherwise than at Seller's premises, at the time of delivery or, if Buyer wrongfully fails to take delivery of the Goods, the time when Seller or its nominated contractor has tendered delivery of the Goods.

8.2 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 Buyer until Seller has received in cash or cleared funds payment in full of the price of the Goods (including VAT and any other sums payable in respect of the Goods) and all other goods agreed to be sold by Seller to Buyer for which payment is then due.

8.3 Until such time as the property in the Goods passes to Buyer, Buyer shall hold the Goods as Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of Buyer and third parties and properly stored, protected and insured and identified as Seller's property. Subject to Condition 8.4, until that time Buyer shall be entitled to resell or consume the Goods in the ordinary course of its business, but shall account to Seller for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and keep all such proceeds separate from any moneys or property of Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

8.4 Buyer's right to possession of the Goods shall cease if he becomes bankrupt, does anything or fails to do anything which would entitle a Receiver to take possession of any assets or which would enable any person to present a petition for winding-up or to appoint an administrator over any of Buyer's assets.

8.5 Until such time as the property in the Goods passes to Buyer (and provided that the Goods are still in existence and have not been resold) Seller shall be entitled at any time to require Buyer to deliver up the Goods to Seller and, if Buyer fails to do so forthwith, to enter upon any vehicles and/or premises of Buyer or any third party where the Goods are situated (or are reasonably thought to be situated) and repossess the Goods at Buyer's cost. Seller shall not be responsible for and Buyer will indemnify Seller against all liability in respect of any damage caused to such vehicles and/or premises in such actual or attempted repossession and removal where it was not reasonably practicable to avoid such damage.

8.6 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 Seller, but if Buyer does so all monies owing by Buyer to Seller shall (without prejudice to any other right or remedy of Seller) forthwith become due and payable.

9. Warranties and Liability

9.1 Subject to Condition 9.2, Seller warrants that the Goods will correspond with their Specification at the time of delivery and are free from defects in material and workmanship and will remain so for a period of twelve (12) months from the date of delivery.

9.2 Seller shall be under no liability in respect of:-

(1) any defect in the Goods arising from any drawing, design, test, validation, study or specification supplied by Buyer; or

(2) any defect arising from fair wear and tear, wilful or accidental damage, Buyer and/or third party negligence, failure to follow Seller's instructions (whether oral or in writing) misuse, improper installation, storage or assembly, corrosion caused by local working conditions, repair, or alteration of the Goods without Seller's approval.

9.3 Seller does not warrant that the Goods are fit for any particular purpose of or intended use by Buyer and, save as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

9.4 Statements in literature and/or correspondence concerning properties and analyses of Goods are only indicative of typical qualities and shall not constitute a term of these Conditions and in the event that samples shall have been submitted to Buyer for testing the sale shall not be deemed to be a sale by sample.

9.5 Advice and opinions expressed concerning the Goods shall in no way be deemed to be approval of the design or method of construction of the product in which the Goods are to be incorporated/[proposed use of the Goods unless Seller specifically undertakes the liability for the same for consideration in writing.

9.6 Any claim which is based on any defect in the quality or condition of the Goods or their failure to correspond with warranties in Condition 9.1 shall (whether or not delivery is refused by Buyer) be notified in writing to Seller within seven (7) days of the discovery of the defect or failure, and, in any event, before the earlier of: (i) twelve (12) months from the date of delivery; and (ii) seven (7) days after the Goods have been used or put into process. If Buyer does so notify Seller Buyer shall provide details of the alleged defect, preserve the Goods alleged to be defective and allow Seller reasonable access to inspect the Goods. If Buyer does not notify Seller of any claim in accordance with the provisions of this Condition, or otherwise fails to comply with the provisions of this Condition, Buyer shall not be entitled to reject the Goods, Seller shall have no liability for such defects or failure, and Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract. Furthermore, no action may be brought against Seller in connection with the Goods or the Contract unless proceedings are issued against Seller within six (6) months of when Buyer became or ought to have become aware of the circumstances giving rise thereto.

9.7 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 the Specification is notified to Seller in accordance with these Conditions, Seller shall, at its sole discretion, repair or replace the Goods (or the part in question) free of charge or refund to Buyer the price of the Goods (or a proportionate part of the price) but Seller shall have no further liability to Buyer. Where Seller agrees to repair or replace the Goods any time specified for delivery under the Contract shall be extended for such period as Seller may reasonably require. If replaced or if a refund is made the Goods shall be returned to Seller (at Seller's cost) if Seller so requests.

9.8 Without prejudice to Conditions 9.9 and 9.10, Seller's total liability in respect of Goods delivered otherwise than in

accordance with the Contract, or any other claim arising in connection with the Contract (whether in contract, tort (including negligence), restitution, for breach of statutory duty or misrepresentation, or otherwise) shall be limited to the price paid by Buyer to Seller in respect of the quantities of Goods (ex VAT and ex works) to which the claim relates, less the value of any Goods replaced or refunded by Seller in accordance with Condition 9.7.

9.9 Without prejudice to Condition 9.10, Seller shall not be liable to Buyer by 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 for loss of profit, loss of business opportunity or damage to reputation or for any indirect or consequential loss or damage, costs, expenses which arise out of or in connection with the supply of the Goods or their use or resale by Buyer, except as otherwise expressly provided in these Conditions.

9.10 Nothing in these Conditions shall limit or exclude the liability of Seller, its employees, agents or contractors for death or personal injury caused by their negligence. Furthermore, the limitations and exclusions set out in this Condition 9 shall have no application to any other liability which cannot lawfully be limited or excluded.

9.11 The price for the Goods is based on the liability of Seller being subject to the limitations and exceptions set out in this Condition 9.

10. Force majeure

10.1 Seller shall not be liable to 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 Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond Seller's reasonable control:-

- (1) Act of God, explosion, flood, tempest, fire or accident;
- (2) shortages of supplies required for or in connection with the Goods or compliance with any import or export regulations or embargoes or any order or request of any national, port, local or other authority;
- (3) strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of Seller or third parties);
- (4) power failure or breakdown in machinery.

10.2 Any additional or increased freight or insurance premium or other charges relating to the sale, loading, delivery, storage, and transportation of the Goods which shall be incurred as a result of or in consequence of any cause or causes specified in Condition 10.1 or otherwise howsoever arising shall be for the account of Buyer.

11. IPR

11.1 Seller shall retain all intellectual property rights in the Goods, any user manuals or other written information or documents provided to Buyer and Buyer will at Seller's request do any act or execute any documents to confirm such rights in or transfer such rights to Seller.

11.2 Buyer warrants to Seller that none of the drawings, designs or specifications which it might supply to Seller in connection with a Contract will infringe the rights of any third party and that it has full authority to provide the same to Seller for use in connection with the Contract. Buyer shall indemnify and hold harmless Seller and its employees and agents against any claim made against, or any loss, cost, damage, injury or expense suffered by Seller or its employees or agents due to any action, claim or demand brought or threatened by a third party in connection with the infringement of the rights of such a third party or caused damage or harm to any third party.

11.3 Seller makes no guarantee that the sale or use of any Goods made to Buyer's specifications and/or design will not infringe the rights of any third party.

11.4 Unless Seller consents in writing to the contrary, Buyer shall ensure that any trade or service marks of Seller or other

words or marks affixed to or used in relation to the Goods are not obliterated, obscured or omitted and shall not add, affix or use any additional words or marks to or in relation to the Goods.

11.5 If any claim is made against Buyer that the Goods infringe or that their use or resale infringes the patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person, then, if Seller requests, Buyer shall give Seller full control of any proceedings or negotiations in connection with any such claim. In those circumstances:-

- (1) Buyer shall give Seller all reasonable assistance for the purposes of any such proceedings or negotiations;
- (2) except pursuant to a final award, Buyer shall not pay or accept any such claim, or compromise any such proceedings without the consent of Seller (which shall not be unreasonably withheld);
- (3) Buyer shall do nothing which would or might vitiate any policy of insurance or insurance cover which Buyer may have in relation to such infringement, and any liability of Seller to Buyer shall be reduced by the amount recovered by Buyer under any such policy or cover (which Buyer shall use its best endeavours to recover);
- (4) Seller shall be entitled to the benefit of, and Buyer shall accordingly account to Seller for, all damages and costs (if any) awarded in favour of Buyer which are payable by, or agreed with the consent of Buyer (which consent shall not be unreasonably withheld) to be paid by, any other party in respect of any such claim; and
- (5) without prejudice to any duty of Buyer at common law, Seller shall be entitled to require Buyer to take such steps as Seller may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which Seller might be liable to Buyer under or in connection with this Condition.

12. Termination and suspension

12.1 In addition to Condition 5.3, and without prejudice to any other right or remedy available to Seller, if:-

- (1) Buyer makes any voluntary arrangement with its creditors or becomes bankrupt or becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction);
- (2) an encumbrancer takes possession, or a receiver is appointed, over any of the property or assets of Buyer;
- (3) Buyer ceases, or threatens to cease, to carry on business;
- (4) Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to Buyer and notifies Buyer accordingly;
- (5) Buyer fails to take delivery of the Goods on the date required by Seller;
- (6) Buyer commits a material breach of any of the terms of the Contract and, in the case of such a breach which is capable of remedy, fails to remedy the same within seven (7) days after receipt of written notice from Seller giving particulars of the breach and requiring it to be remedied; or
- (7) Buyer is a party to any dishonest or fraudulent conduct in relation to the Contract,

Seller shall be entitled to terminate the Contract (in full or in part) or suspend any further deliveries under the Contract without liability to Buyer.

12.2 Notwithstanding any previous agreement or arrangement to the contrary, where Seller elects to terminate the Contract (in full or in part) in accordance with Condition 12.1, and any Goods have been delivered but not paid for or any Goods have been manufactured but not delivered, then the price shall become immediately due and payable for such Goods, together with Seller's reasonable charges for (i) any Goods that have been partly manufactured and (ii) any materials ordered by Seller in connection with any incomplete order.

12.3 Seller may also terminate the Contract at any time by giving to Buyer not less than fourteen (14) days' notice of such

termination and Seller shall not be liable to make any payment whatsoever in respect of such termination.

12.4 Upon expiry or termination of the Contract, the obligations which by their nature are intended to survive expiry or termination shall survive.

12.5 Expiry or termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of expiry or termination.

13. Export terms

13.1 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, these Conditions shall prevail.

13.2 Where the Goods are supplied for export from the United Kingdom, the provisions of this Condition 13 shall (subject to any special terms agreed in writing between Buyer and Seller) apply notwithstanding any other provision of these Conditions.

13.3 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 on them.

13.4 Where in accordance with Condition 4.4 Seller agrees with Buyer that it will be responsible for delivering the Goods, the relevant Incoterm and point of delivery agreed between the parties in writing shall apply and Seller shall be under no obligation to give notice under s.32(3) of the Sale of Goods Act 1979.

13.5 Seller shall be entitled to suspend its performance under the Contract without any liability to Buyer if, at any time, new economic sanctions, import and/or export regulations enter into force and render the execution of the Contract either impossible or illegal for Seller or would otherwise cause financial hardship for Seller. Seller shall resume performing its obligations as soon as it becomes legally permissible and/or possible to resume and/or the financial hardship has ended. If the suspension lasts more than three (3) months, either party may terminate the Contract without any liability to the other.

13.6 Buyer shall be liable for and shall indemnify and hold Seller harmless from any and all liability, loss, claims, damages and costs, which Seller may sustain or incur, arising out of or in any way connected with Buyer's failure to comply with Conditions 13.3, 14.2, 14.3 and/or 14.4.

14. Compliance

14.1 Buyer shall ensure that in any dealings with Seller, neither Buyer nor any of its employees or agents shall commit any offence under the Bribery Act 2010 ("the Act") including not engaging in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Act. Buyer shall inform Seller immediately it becomes aware of any actions between the parties that could constitute an offence under the Act.

14.2 It is Seller's (and Seller's group's) policy to comply with all applicable sanctions and legal requirements for the import and export of goods, technology and services. Seller is committed to ensuring compliance with all regulatory and licensing requirements relating to international trade. Seller does not permit the supply of any of its goods to any individuals, companies or organisations that are subject to any trade, economic or financial sanctions, embargoes or similar restrictive measures administered, enacted or enforced by the UK, EU, UN or USA ("Sanctioned Entities"). By entering into this Contract Buyer agrees not to re-sell or otherwise transfer the Goods, either directly or indirectly, to any Sanctioned Entities.

14.3 Buyer undertakes to comply strictly with the terms of any export licence(s) for the Goods (including any requirement for USA re-export consents) and will indemnify Seller against

any breach of such terms by Buyer, its servants or agents. Seller does not warrant that Goods sold to the home market will be eligible for export licences to any other destination and it is for Buyer to make enquiries as to the requirement for any such licences. In addition to, Buyer shall obtain and comply with all other necessary licences, permits and consents. Diversion of the Goods (or any associated technology) contrary to any UK, USA, EU or other relevant export control laws or regulations is prohibited.

14.4 Buyer shall fully respect any national security marking or classification applying to any product and shall comply with any directions of the competent UK authorities as to the use storage transportation or disposal of any Goods to which such marking or classification may apply.

14.5 The parties intend that the Contract and their actions in relation to it shall comply at all times with all applicable competition laws, and in particular with EU and UK competition laws, and the parties are satisfied that the Contract does so comply as at the start date of the Contract.

14.6 In the event that either party believes, for any reason, that the Contract no longer complies with all applicable competition laws, it must notify the other party immediately. Both parties must then as soon as reasonably practicable enter into negotiations in good faith and they must use all reasonable endeavours to amend or vary the Contract so that it complies with all applicable competition laws while giving effect so far as possible to the parties' original intentions in relation to the Contract.

15. Data Protection

15.1 For the purposes of this Condition 15, (a) "Applicable Data Protection Laws" means (i) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data; (ii) to the extent the EU GDPR applies, the law of the law of the European Union or any member state of the European Union to which Seller is subject, which relates to the protection of personal data, in each case, as updated, amended or replaced from time to time; (b) "EU GDPR" means the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law; (c) "UK GDPR" has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018; and (d) the terms "Data Subject", "Personal Data", "processing", "processor" and "controller" shall have the meanings set out in the UK GDPR.

15.2 Each party shall comply with the provisions and obligations imposed on it by the Applicable Data Protection Laws when processing Personal Data in connection with these Conditions. Such processing shall continue for the duration of the Contract and shall be in respect of the following:

- (1) Categories of data: Contacts within each of the parties and the ultimate customer details;
- (2) Types of personal data: names, addresses, email addresses, telephone numbers and other contact details;
- (3) Purpose and nature of processing: (i) manage the Contracts between the parties including ordering, fulfilment and billing and (ii) fulfilment of such Contracts by delivering goods.

15.3 To the extent that a party processes any Personal Data on behalf of the other party, the processing party shall: (a) comply with the provisions and obligations imposed on a processor by the Applicable Data Protection Laws, and any stipulations set out in the Applicable Data Protection Laws as to what shall be included in the contract between the parties shall form a part of, and are incorporated into, these Conditions as if they were set out in full, and any reference to "documented instructions" (or similar) shall include the provisions of these Conditions; and (b) not disclose any Personal Data to any Data Subject or to a third party other than at the written request of the other party or as expressly provided for in these Conditions.

15.4 Buyer agrees that Seller may engage third party providers including any advisers, contractors, or auditors to Process

Personal Data ("Sub-Processors"). Seller shall ensure that its contract with each Sub-Processor shall impose obligations in relation to the Processing of Personal Data on the Sub-Processor that are materially equivalent to the obligations to which Seller is subject to under these Conditions in relation to the Processing of Personal Data.

15.5 If either party receives any complaint, notice or communication which relates to the processing of Personal Data by the other party or to either party's compliance with the Applicable Data Protection Laws, or if any Personal Data processed in connection with these Conditions is subject to a personal data breach (as defined in the UK GDPR), it shall immediately notify the other party and provide the other party with reasonable co-operation and assistance in relation to any such complaint, notice, communication or personal data breach.

16. Health and Safety

16.1 Buyer shall ensure that all Goods are safely and lawfully received, unloaded, stored, maintained, used and/or applied by or on behalf of Buyer and shall obtain all relevant information in Seller's possession relating thereto.

16.2 Buyer shall ensure that all appropriate safety information (whether supplied by Seller, Buyer or others) is distributed and drawn to the attention of customers and all others (including Buyer's employees) who required it for the safe handling and/or use of the Goods.

17. General

17.1 Seller is a member of the group of companies whose ultimate holding company is Compagnie de Saint Gobain S.A., and accordingly Seller may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group, provided that any act or omission of any such other member shall be deemed to be the act or omission of Seller.

17.2 The Contract supersedes all prior representations, agreements or understandings, whether oral or written, and contain the entire agreement between the parties in connection with the Goods. All other terms and conditions, express or implied, are excluded to the fullest extent permitted by law. No course of dealing or usage of trade shall be relevant to supplement or explain the Contract. In particular, any description contained in Seller's website(s), catalogues, samples, price lists or other advertising material is intended merely to present a general picture of Seller's products and services and shall not form a representation or be part of the Contract.

17.3 Seller shall be entitled to sub-contract the performance of the whole or part of the Contract without prior notice to or the consent of Buyer.

17.4 Buyer shall not assign the benefit of the Contract without the prior written consent of Seller.

17.5 Buyer shall hold all drawings, designs, samples, specifications and other information supplied or provided by Seller in strict confidence and will not disclose or provide any part thereof to any third party.

17.6 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.

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

17.8 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 provisions in question shall not be affected thereby.

17.9 The Contracts (Rights of the Third Parties) Act 1999 shall not apply to these Conditions or any Contract so they

may not be enforced by any third parties unless such right exists independently of that Act.

17.10 Seller reserves the right to correct any employee clerical or typographical errors made at any time.

17.11 These Conditions and all Contracts (and any dispute or claim arising out of or in connection with them or their subject

matter or formation (including non-contractual disputes or claims)) shall be governed by and construed in all respects in accordance with English Law and shall be subject to the exclusive jurisdiction of the English Courts.

Oct 2022